

California High-Speed Rail



Agreement Status

RFP No.: HSR 11-16

Addendum No. 4

July 31, 2012

Entity: City of Fresno

Entity Role:

City of Fresno will review and approve Facility Plans and have a reasonable number of representatives on site of Project to verify that the Facility Work is being properly performed by Authority's Contractor and approve that work.

Cooperative Agreement:

Cooperative Agreement technical review is 95% complete. Cooperative Agreement is expected to be executed by September 14, 2012.

Task Orders:

Draft Task Order 1, 2, 3 and 4 have been prepared and forwarded to the City of Fresno for review. Draft Task Orders are pending City of Fresno input.

DISCLAIMER:

Because the Master Agreement has not yet been approved by the Council of the City of Fresno, the Authority cannot represent that there will be no substantive changes to the draft Master Agreement as provided, although City of Fresno staff has reviewed the Master Agreement. The Master Agreement and draft Task Orders are being provided for informational purposes only, and the draft Task Orders are subject to the express limitations set forth in the General Provisions.



MASTER COOPERATIVE AGREEMENT

This agreement, effective on [REDACTED], is between the California High Speed Rail Authority, hereinafter referred to as AUTHORITY, and the City of Fresno, a body politic and municipal corporation of the State of California, hereinafter referred to as CITY.

RECITALS

1. CITY owns, operates or maintains certain FACILITIES, as defined herein, in the State of California as defined in Section 700 of the Streets and Highways Code of which certain FACILITIES may be operated under regulations of the California Public Utilities Commission and are located on a public road or publicly owned railroad corridor; and
2. AUTHORITY is currently engaging in a program throughout the State of California under current provisions of Section 2704.04 of the Streets and Highways Code and Sections 185033 and 185036 of the Public Utilities Code, identified as the California High Speed Rail Projects, hereinafter referred to as the "PROJECT(s)," and from time to time this PROJECT involves construction of, reconstruction of, or other modification of an existing improvement or installation of a new improvement where CITY's FACILITIES are located; and
3. AUTHORITY and CITY desire to enter into this agreement to facilitate the construction of the infrastructure required to operate and maintain a High-Speed Rail route within the jurisdictional limits of the CITY.
4. Funding for the PROJECT(s) is available pursuant to the authorization established through Proposition 1A, approved by California voters in the general election of November 4, 2008.
5. There are no other prior project related cooperative agreements between the AUTHORITY and CITY.

DEFINITIONS

AUTHORITY – The California High-Speed Rail Authority and its authorized representatives.

AUTHORITY'S CONTRACTOR – Proposer who is awarded the design and construction of any of the PROJECT(s).

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

BETTERMENT – The difference in cost between the intended relocation of CITY's FACILITY as proposed and submitted by CITY and the cost of any upgrades to the FACILITY not attributable to the AUTHORITY's PROJECT(s) and made solely for the benefit, and at the election of the CITY. As employed herein, BETTERMENT does not include those differences in cost caused by

Comment [v1]: Cross reference credit scenario referenced by Efren with Task Order Form.

changes in manufacturing standards, availability of materials, regulatory requirements or any upgrades required by the OWNER's standard specifications, standards of practice and construction method applied to comparable FACILITIES constructed by or for the CITY at its own expense, that are in effect as of the date of execution of the specific TASK ORDER for that FACILITY WORK.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CITY – The City of Fresno.

COMPLETION OF WORK – All parties to this agreement have met all scope, cost, and schedule commitments included in this agreement.

FACILITY – Any pole, poleline, pipe, pipeline, conduit, cable, aqueduct, or other structure used for public or privately owned utility services, or used by any mutual organization supplying water or telephone service to its members, or any publicly owned and operated road, street, bridge, or grade separation.

HAZARDOUS MATERIAL – Any hazardous substance, hazardous material, or hazardous waste as defined under local, state or federal law.

HM MANAGEMENT ACTIVITIES – Management activities related to hazardous material including, without limitation, any necessary manifest requirements and disposal facility requirements.

OBLIGATIONS – All responsibilities included in this agreement

PARTNER - Any agency signatory to this agreement. It is not used in the traditional sense in which one partner's individual actions legally bind the other parties.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

FACILITY WORK COST – A cost associated with fulfilling all scope and cost commitments included in this agreement.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

PROJECT COMPONENT – A distinct portion of the planning and project development process of this PROJECT.

RELOCATION – Removal, protection or any other rearrangement or modification, including reconstruction, of CITY's FACILITY as ordered and approved by AUTHORITY to accommodate PROJECT. Relocation shall include, but not be limited to, the preparation and submission by AUTHORITY'S CONTRACTOR of plans or drawings sufficiently engineered to allow for the construction of the ordered relocation, and a detailed estimate of the actual and necessary cost of the ordered relocation for approval by the AUTHORITY.

R/W – Right of way

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Work plan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

TASK ORDER – A work order or agreement executed by AUTHORITY, AUTHORITY's CONTRACTOR, and CITY detailing FACILITY WORK specific to a particular FACILITY's relocation or replacement.

UNFORESEEN WORK – Any new and extra work found essential to the satisfactory completion of the PROJECT(s) and not covered by any of the various TASK ORDERS for which there is a bid price or by combination of such items.

WASTED WORK – Design or construction work performed upon written direction from AUTHORITY, for RELOCATION rendered useless or unnecessary as a result of AUTHORITY's cancellation and/or changes in the scope of work as agreed to by PARTNERS. This term includes any other design or construction work that is needed to accomplish the scope of work of the PROJECT and is subsequently rendered unnecessary at some later date.

FACILITY WORK – Those activities related to the relocation of a FACILITY or construction of a new FACILITY (or any combination thereof).

WORK - WORK to be completed under this Agreement involves the RELOCATION or replacement of existing FACILITIES (or any combination thereof) that will remain the property of CITY. WORK includes the design, engineering, planning and permitting related to the RELOCATION, as well as any necessary certification or coordination with regulatory agencies and any other miscellaneous work related to the RELOCATION of an existing FACILITY or construction of a new FACILITY (or any combination thereof). WORK specific to a particular FACILITY's RELOCATION or replacement shall be detailed in a subsequently executed TASK ORDER.

WORK TO BE DONE

2. TASK ORDER

WORK specific to a particular FACILITY's RELOCATION or replacement shall be detailed in a TASK ORDER executed by AUTHORITY, AUTHORITY's CONTRACTOR, and CITY. The TASK ORDER will set forth among other things, the arrangements between the parties regarding scope of work, schedule, cost, cost apportionment, billing, payment, documentation, document retention, accounting and coordination as it relates to the WORK for a specific FACILITY. Format of TASK ORDER and its content shall be mutually agreed upon by AUTHORITY, AUTHORITY's CONTRACTOR and CITY.

3. BETTERMENT

Any work considered BETTERMENT, as defined herein, made at CITY's request shall be agreed upon in advance by the PARTNERS and detailed in a TASK ORDER, along with costs and allocation of responsibility for such costs.

4. UNFORESEEN WORK

If any UNFORESEEN WORK arises during the performance of the FACILITY WORK, it shall be performed under the TASK ORDER that is applicable to the FACILITY WORK under which it arose in connection with. If the UNFORESEEN WORK does not arise in connection with any FACILITY WORK, it shall be treated as a separate phase or segment of the PROJECT(s) under this Agreement. AUTHORITY reserves the right to make the final determination as to whether any UNFORESEEN WORK must be performed and CITY shall be obligated to comply with AUTHORITY's determination but incur no cost.

LIABILITY FOR WORK

5. GENERAL

Liability for the cost of WORK shall be determined by statute, superior rights, prescriptive rights by permit, collectively referred to as ("PRIOR RIGHTS").

- The burden of establishing PRIOR RIGHTS rests with the CITY. CITY is responsible to prepare, document, and submit a claim for its declared right of occupancy in the defined property area where CITY's FACILITY is located.

6. AUTHORITY'S EXPENSE

Unless CITY agrees otherwise herein, where it is determined by PRIOR RIGHTS that the cost of such WORK shall be borne by AUTHORITY:

95. AUTHORITY will fund all costs incurred in identifying, locating, and protecting any conflicting utility facilities. The AUTHORITY will fund all cost related to relocating said facilities.

AUTHORITY'S CONTRACTOR shall reimburse the CITY for all costs for review of plans related to WORK on facilities owned by the CITY.

7. CITY'S EXPENSE

WORK will be performed at CITY's expense where in the following circumstances where:

- WORK is mutually determined herein to be a BETTERMENT requested by CITY and as further defined herein;
- CITY agrees herein.

8. SHARED EXPENSE

WORK will be performed at the shared expense of AUTHORITY and CITY in circumstances where the PARTNERS agree in advance to do so. The proportion of FACILITY WORK expense to be borne by each PARTNER shall be detailed in the TASK ORDER for that WORK.

9. LIABILITY IN DISPUTE

In signing this Agreement, neither AUTHORITY nor CITY shall diminish their respective positions nor waive any of their respective rights nor does either PARTNER accept liability for any disputed work. AUTHORITY and CITY reserve the right to have liability resolved by future negotiations or by an action in a court of competent jurisdiction.

10. CLAIMS BY AUTHORITY'S CONTRACTOR

In the event AUTHORITY's CONTRACTOR makes any claim against AUTHORITY relating to the WORK, AUTHORITY will notify CITY of the claim and CITY will cooperate with AUTHORITY in assessing and resolving the claim within a reasonable time.

32. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER shall prejudice the rights of another PARTNER until after PARTNERS confer on claim.

109. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the AUTHORITY Director will make an initial decision, and shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the CITY. The decision of the AUTHORITY shall be final and conclusive unless, on or before the 90th day from receipt of such copy, the CITY mails or otherwise furnishes a written appeal addressed to the AUTHORITY. The decision of the AUTHORITY or its duly authorized representative on such appeal shall be final and conclusive as to the questions of fact unless determined by the Disputes Resolution Board or a subsequent arbitration panel of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence. The decision of the AUTHORITY or its duly authorized representative shall not be final and conclusive as to questions of law. No action challenging such decision shall be brought more than one year from the date of the CITY's receipt of such decision. In connection with any appeal of the AUTHORITY's decision, the CITY shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

11. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact or law arising under or related to this Agreement which is not disposed of by agreement at the PARTIES' designee level shall be initially decided by the AUTHORITY, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the OWNER. The decision of the AUTHORITY shall be final and conclusive unless, on or before the 90th day from the date of receipt of such copy, the CITY mails or otherwise furnishes a written appeal addressed to the AUTHORITY. The decision of the AUTHORITY or its duly authorized representative on such appeal shall be final and conclusive as to questions of fact unless it is subsequently determined to have been fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence. The decision of the AUTHORITY or its duly authorized representative shall not be final and conclusive as to questions of law. No action

Deleted: and the CITY's designated agent will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

challenging such decision shall be brought more than one (1) year from the date of the OWNER's receipt of such decision. In connection with any appeal of the AUTHORITY's decision, the OWNER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. At all times during the course of the dispute resolution process, the OWNER shall continue with the Work as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY's responses, decisions, or orders; and shall be governed by all applicable provisions of the Agreement. Records of the Work shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective of the ultimate outcome of any dispute.

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

Neither the dispute nor the dispute resolution process relieves CITY from full and timely performance of WORK in accordance with the terms of this agreement. CITY shall continue with WORK as directed, in a diligent manner, and without delay; shall conform to any of the AUTHORITY's responses, decision or orders; and shall be governed by all applicable provisions of the Agreement. Records of the WORK shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this Agreement irrespective

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

PERFORMANCE OF WORK

12. GENERAL

All of the WORK (design and construction phases) or portion thereof may be performed by CITY, AUTHORITY or AUTHORITY's CONTRACTOR. Specific procedures that shall be followed in performance of the WORK, along with costs and division of responsibility for cost, for the various portions of WORK shall be detailed in the TASK ORDER for that work.

Deleted: mediation

Deleted: PARTNERS

Deleted: partner(s) may seek equitable relief to ensure that WORK continues.

Deleted: Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Deleted: Any civil complaints shall be filed in the Superior Court of Fresno County, State of California. The prevailing partner shall be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

Deleted: 110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Comment [v2]: City of Fresno and HSR to review during legal review stage

Deleted:

Comment [b3]: Section 1654 reads as follows - "In cases of uncertainty not removed by the preceding rules, the language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist."

Deleted: 105. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.

10. All WORK will be performed in accordance with Local, Federal and California laws, regulations, and standards.

All WORK will be performed in accordance with CALTRANS STANDARDS and the standards for the infrastructure of the agencies affected by the PROJECT construction.

13. AUTHORITY'S CONTRACTOR PERFORMS WORK

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

Upon AUTHORITY'S written NOTICE TO CITY, CITY shall consider AUTHORITY'S CONTRACTOR as acting on behalf of AUTHORITY on all matters pertaining to PROJECT(s) that are specifically identified in said NOTICE and shall treat any direction given by AUTHORITY'S CONTRACTOR on those identified matters as if it were given by AUTHORITY.

70. AUTHORITY'S CONTRACTOR will be responsible for preparation of plans, specifications, applicable easements and cost estimate for relocation and construction of CITY'S underground infrastructure in order to remove construction conflicts with PROJECT. AUTHORITY shall authorize AUTHORITY'S CONTRACTOR to perform the WORK.
13. Each PARTNER will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.

14. STAKEHOLDER COLLABORATION

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

STAKEHOLDERS will attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the PROJECT(s). During the initial workshop, STAKEHOLDERS will develop procedures and agreements (including TASK ORDERS) as specified in APPENDIX F, "STAKEHOLDER COLLABORATION," included herein, to facilitate the partnering relationship and aid in identifying and resolving issues as they arise throughout the PROJECT(s).

Reimbursement to CITY for the cost of participation in the initial workshop and subsequent meetings shall be made, at the AUTHORITY'S discretion by either AUTHORITY or AUTHORITY'S CONTRACTOR.

Subject to the requirements of the Public Information Act, neither the language of this clause, including the language in APPENDIX F, nor any statements made or materials prepared during or relating to stakeholder meetings, including any statements made or documents prepared by the facilitator, shall be admissible or discoverable in any judicial or other dispute resolution proceeding.

PAYMENT FOR WORK

15. COST OF WORK

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

79. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
80. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
81. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
82. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
85. Fines, interest, or penalties levied against any PARTNER will be a WORK cost.
86. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
94. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
92. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices are a WORK cost.

Comment [v4]: Include this sentence with the CEQA/NEPA section

93. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.

Comment [v5]: To be reviewed by HSR and City of Fresno during legal

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

(1) The amount of any BETTERMENT to the FACILITY resulting from such relocation;

Eligible CITY costs shall include only those authorized under Title 23 C.F.R. Part 645, Subpart A. CITY agrees that costs referenced in Title 23 C.F.R. Part 645 Section 117(d)(2) are not eligible for reimbursement. These regulations can be found at:

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

16. PAYMENT FOR THE COST OF WORK

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

If the WORK is at CITY's expense and is performed by AUTHORITY or AUTHORITY's CONTRACTOR, CITY shall pay or cause payment to be made to AUTHORITY or AUTHORITY's CONTRACTOR in the amounts established pursuant to this Agreement for WORK less the credits as determined. At the AUTHORITY's discretion, AUTHORITY's CONTRACTOR is authorized to accept such payment from CITY; in such circumstances, CITY agrees to AUTHORITY's CONTRACTOR collection of reimbursement directly from CITY.

INVOICING PROCEDURES

CITY will invoice AUTHORITY'S CONTRACTOR and will provide a fully detailed invoice.

APPENDIX A – GENERAL CONDITIONS

17. DEACTIVATED FACILITIES

CITY's FACILITIES shall not remain in AUTHORITY's right of way after the FACILITIES are no longer active (DEACTIVATED), unless specifically allowed for by AUTHORITY in advance, and in writing. The following terms and conditions shall apply to DEACTIVATED FACILITIES allowed to remain within AUTHORITY's right of way:

A. CITY requires the removal of all DEACTIVATED FACILITIES.

18. DEFAULT

107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

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

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

In the event that AUTHORITY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement or by law, CITY may pursue a claim for damages suffered.

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

Comment [v6]: CHSR and City of Fresno to review during legal review

19. INDEMNIFICATION

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

It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability that arise out of or as a result of any negligent act or omission or willful misconduct of AUTHORITY or its officers, agents, employees, engineers, contractors or subcontractors in carrying out AUTHORITY's obligations under this Agreement or under any TASK ORDER executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTNERS indemnified or their agents, servants, or independent contractors who are directly responsible to such indemnified PARTNER.

Deleted: occurring by reason of anything done or omitted to be done by AUTHORITY under this agreement.

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

It is understood and agreed that CITY will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability that arise

out of or as a result of any negligent act or omission or willful misconduct of CITY or its officers, agents, employees, engineers, contractors or subcontractors in carrying out CITY's obligations under this Agreement or under any TASK ORDER executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTNERS indemnified or their agents, servants, or independent contractors who are directly responsible to such indemnified PARTNER.

Comment [v7]: CHSR and City of Fresno to review during legal review

Deleted: occurring by reason of anything done or omitted to be done by CITY under this agreement

Deleted: 100. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities. ¶

20. FORCE MAJEURE

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

- A. Promptly notified the other party of the occurrence and its estimated duration,
- B. Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- C. Resumed performance as soon as possible.

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

21. CITY'S FACILITY AND RIGHT OF WAY

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

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

If the existing RIGHT OF WAY OF CITY includes fee title, AUTHORITY shall acquire from CITY,

for just compensation under State law, those property rights required by AUTHORITY for its FACILITIES by separate transaction, leaving to CITY those remaining property rights appropriate for the placement and operation of CITY's FACILITIES in the RIGHT OF WAY OF CITY.

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

- 72. AUTHORITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT. AUTHORITY shall be responsible for the land acquisition and replacement compensation for all water wells removed from the HSR right of way.

22. AGREEMENT AND FINAL EXPRESSION OF THE PARTIES

- 112. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK, except that the PARTNERS understand and agree that AUTHORITY has written policies and procedures which shall be applicable as written at the time of the contract award. Copies of AUTHORITY policies and procedures will be provided to CITY upon request, as they become available. The allocation of costs for any additional activities that may be required on the part of the CITY as provided by AUTHORITY policies and procedures will be detailed through the TASK ORDER specific to that WORK. This Agreement cannot be modified except by an instrument, in writing, signed by each of the PARTNERS.
- 114. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
- 117. Signatories may execute this agreement through individual signature pages provided that each signature is an original.
- 106. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.

Comment [v8]: CHSR and City of Fresno to review during legal review

23. SEVERABILITY

- 111. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.

24. GOVERNING LAW AND VENUE

- 97. This agreement will be understood in accordance with and governed by the Constitution and Laws of the State of California. This agreement shall be enforceable in the State of California. Any legal action arising from this

agreement shall be filed and maintained in the Superior Court of Fresno County, State of California.

25. NOTICES

35. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 5 work days after mailing unless proof of prior actual receipt is provided, in which case service is effective on the date of actual receipt CITY shall have a continuing obligation to notify AUTHORITY of the appropriate persons for notices to be sent pursuant to this Agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for the AUTHORITY is:

The primary agreement contact person for the CITY is:

Scott Mozier, City Engineer
2600 Fresno Street
Fresno, California 93721
Office Phone: (559) 621-8811

26. WASTED WORK

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

27. HAZARDOUS MATERIALS

- 23. If HAZARDOUS MATERIALS is found during WORK, it shall be remediated in accordance with Local, State and Federal Regulations at AUTHORITY'S COST.
- 27. AUTHORITY's acquisition or acceptance of title to any property on which any HAZARDOUS MATERIAL is found will proceed in accordance with AUTHORITY'S policy on such acquisition.
- 76. AUTHORITY will pay all costs for additional necessary HM MANAGEMENT ACTIVITIES to comply with existing statutes and regulations concerning the disposition of HAZARDOUS MATERIAL related to HAZARDOUS MATERIAL found in connection with WORK and located within existing CALIFORNIA HIGH SPEED RAIL right of way, unless such conditions are attributable to CITY's current installation or ongoing operation.
- 77. AUTHORITY will share all costs for HM MANAGEMENT ACTIVITIES related to any HAZARDOUS MATERIAL found within the construction limits of existing CALIFORNIA HIGH SPEED RAIL PROJECT to the extent these activities are necessary to conform to the PROJECT scope of work and will comply with all existing statutes or regulations concerning the disposition HAZARDOUS MATERIAL.

28. SUCCESSORS AND ASSIGNS

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

29. THIRD PARTIES

- 103. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

30. STATE FUNDS

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

31. AMERICAN RECOVERY AND REINVESTMENT ACT AND AUTHORITY

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

Comment [v9]: TPA to review City of Fresno overhead costs.

SIGNATURES

PARTNERS declare that:

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

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

CITY OF FRESNO

APPROVED

APPROVED

By: _____

By: _____

Date: _____

Date: _____

CERTIFIED AS TO FUNDS:

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND PROCEDURE

By: _____

Date: _____

|

APPENDIX B – TASK ORDER FORM

APPENDIX C – DESIGN BUILD PROCEDURES

31. INITIAL COORDINATION

71. AUTHORITY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. The plans, specifications, and estimate for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
 - A. CITY shall advise AUTHORITY in writing of the place and the name and telephone number of a contact person for CITY who has charge over the FACILITY WORK and will serve as the primary contact for CITY on all related issues.
 - B. AUTHORITY will compile information from CITY that will illustrate the nature and locations of CITY's existing FACILITIES. AUTHORITY will present this information on a series of drawings and tables that will be used to determine conflicts with PROJECT FACILITIES (30 % Submittals).
 - C. CITY will furnish markups of the 30% Submittals to AUTHORITY within 20 working days.
 - D. AUTHORITY will prepare Proposed Preliminary Design plans that indicate which utilities are to be relocated and conceptual arrangements of the relocated utilities.
 - E. CITY will verify, to the best of their ability, the correctness of the 30% plans prepared by AUTHORITY.
 - F. These plans will form the basis of subsequent design to be performed by AUTHORITY or AUTHORITY's CONTRACTOR.

32. PERFORMANCE OF THE FACILITY WORK

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

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

The PARTIES agree that the AUTHORITY, without CITY'S written approval, shall have the right, in its sole discretion, without additional compensation to the CITY and without being relieved of any liability or obligation of AUTHORITY hereunder, to assign this Agreement (or portions hereof) and any or all associated TASK ORDERS to the AUTHORITY'S CONTRACTOR, and in the event of such assignment, AUTHORITY and AUTHORITY'S CONTRACTOR shall be jointly and severally liable for any payments required to be made to the CITY under this AGREEMENT or any TASK ORDER.

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

AUTHORITY's CONTRACTOR performs all design and construction services for the FACILITY WORK with the exception of Water Wet Ties.

- A. At such time as AUTHORITY's CONTRACTOR has plans prepared to a level where the impact on CITY'S FACILITIES and the nature and extent of the FACILITY WORK can be determined, hereinafter referred to as FACILITY PLANS, AUTHORITY's CONTRACTOR will provide copies of the FACILITY PLANS to CITY. The FACILITY PLANS shall include a preliminary FACILITY WORK design concept which was created by AUTHORITY's CONTRACTOR.
- B. CITY shall have twenty (20) working days from acceptance of the FACILITY PLANS for review, and provide comments to AUTHORITY. CITY shall also provide any applicable technical provisions and standard drawings along with their comments.
- C. At such time as AUTHORITY's CONTRACTOR has prepared final FACILITY PLANS, including the FACILITY WORK, AUTHORITY will provide copies thereof to CITY. The final FACILITY PLANS shall incorporate the comments of CITY provided that the comments are reasonable and do not impair or create inconsistencies with AUTHORITY's CONTRACTOR's Agreement with AUTHORITY.
- D. CITY shall have twenty (20) working days from acceptance of the final FACILITY PLANS for review and provide final comments to AUTHORITY.
- E. AUTHORITY's CONTRACTOR shall make final corrections to the FACILITY PLANS and provide copies to CITY.
- F. AUTHORITY's CONTRACTOR shall perform the construction services for the FACILITY WORK in accordance with the FACILITY PLANS.
- G. Deviations from the final FACILITY PLAN initiated by AUTHORITY, AUTHORITY's CONTRACTOR or CITY, must be agreed upon by PARTNERS and memorialized in an Amendment to the TASK ORDER for the original FACILITY WORK. No deviation from the original FACILITY WORK shall commence without a fully executed Amendment.
- H. CITY shall be entitled to have safe access to the work site for a reasonable number of representatives on the site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY's CONTRACTOR. Observation does not constitute authority over those commitments.
- I. Upon completion and acceptance of the PROJECT, OWNER agrees to accept ownership and maintenance of the constructed FACILITIES, partial acceptance of any particular phase or segment will be at the discretion of the CITY.

- J. The process established above shall apply separately to each phase or segment of PROJECT, as established in accordance with the agreement between AUTHORITY's CONTRACTOR and AUTHORITY.
- K. AUTHORITY shall provide CITY with as-built drawings of FACILITY WORK outside AUTHORITY's right of way. The as-built drawings shall be in the format provided for in the TASK ORDER for that particular FACILITY WORK.

APPENDIX D – ARRA AND AUTHORITY PROVISIONS

Comment [U10]: Scott and Efen to Review

ARRA T&C

CCC-307 CERTIFICATION

GTC-610

1. ARRA T&C

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

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

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**SUPPLEMENTAL TERMS AND CONDITIONS FOR
CONTRACTS USING ARRA FUNDS**

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

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

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

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2. CCC 307 – CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

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

3. CCC 307 – CERTIFICATION

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

4. GTC 610

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the

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

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

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

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

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

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

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

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

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to,

disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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APPENDIX E – THIRD PARTY SPECIAL CONDITIONS

47. AUTHORITY shall comply with the ARRA provisions in Appendix D.

Comment [U11]: City of Fresno will review and confirm if sections that were deleted by CHSRA are ok and if mark ups that were made to the sections that were left are acceptable.

Deleted: make every effort to use local persons and businesses in planning, design, construction, and implementation of PROJECT.

30. Unless otherwise addressed in a Joint Use Agreement or Consent to Common Use Agreement upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within AUTHORITY right of way shall become the property of the CALIFORNIA HIGH SPEED RAIL AUTHORITY.

Deleted: 42. AUTHORITY shall grant to CITY the right to permanent access to maintain, and service all underground infrastructures within the AUTHORITY'S right of way. AUTHORITY shall also grant to CITY, under emergency conditions, the right to enter AUTHORITY'S right of way for necessary repairs, subject to notification to AUTHORITY by CITY within 24 hours. For purposes of this agreement, EMERGENCY CONDITIONS shall mean any event that jeopardizes delivery of services to the residents and businesses within the CITY. AUTHORITY shall not withhold issuance of an encroachment permit.¶

Ownership of facilities belonging to CITY and other local agencies prior to start of WORK (water, sewer, electrical, gas, storm drain, etc.) shall remain with those agencies.

41. During construction, AUTHORITY shall provide ongoing and perpetual graffiti abatement service for the removal of graffiti placed on structures constructed in conjunction with the PROJECT. Upon discovery of graffiti, AUTHORITY'S CONTRACTOR will coordinate with CITY to handle abatement.

Deleted: 19. AUTHORITY will issue, upon proper application, at no cost, the encroachment permits required for WORK within CALIFORNIA HIGH SPEED RAIL right of way.¶

43. AUTHORITY and its agents shall cooperate with CITY to minimize the impact and inconvenience to the residents and businesses within the CITY during the construction period.

¶ Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

44. AUTHORITY will fund and construct Veterans Boulevard, including the overpass.

Deleted: Abatement shall be started within 48 hours of discovery or notification to a special abatement team established by AUTHORITY.

115. This agreement will terminate upon COMPLETION OF WORK.

Deleted: ,

48. AUTHORITY will provide CITY with verification of approval of its arrangements for the protection, relocation, or removal of all conflicting facilities. This verification must include references to all required encroachment permits.

Deleted: , prior to commencing construction of the Shaw and Herndon Avenue overpasses.

In the event the PROJECT causes an existing CITY water well to be demolished. AUTHORITY shall pay for all water well site replacement costs to provide the City with a replacement well site of equivalent size to the well site being replaced, but not less than 12,000 square-feet, and capable of producing an equivalent production well yield to the well it is replacing. The CITY will select and provide a cost estimate for a new water well replacement site. Costs shall include, but not be limited to the following; site selection by the City Water Division, test bore and monitoring well to identify potential well yield and water quality, land acquisition cost, City Real Estate Division costs, including the possibility of eminent domain legal costs, production well drilling, piping and onsite improvement design, and construction, inspection and well head treatment if applicable.

Deleted: 29. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.¶

Deleted: or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.¶

¶ However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and owners' ...

Deleted: 91. Travel, per diem, and third-party contract reimbursements are a PROJECT COST only after those hired by PARTNERS to participate in WORK incur and pay those costs.¶

AUTHORITY shall negotiate and obtain any and all access agreements and permits necessary from other agencies required for the relocation of conflicting utilities, such as,

Deleted: and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimate.

but not limited to water, sewer, gas, electricity, cable, storm drain, and irrigation canal and pipeline system.

- 118. AUTHORITY shall be responsible for the perpetual maintenance and upkeep of all project improvements that are not covered by a Joint Use Agreement or Consent to Common Use Agreement.
- 33. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK.
- 89. AUTHORITY accepts responsibility to ensure funding for the identified scope of work.
- 98. All OBLIGATIONS of the AUTHORITY under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and funds allocated by the California High-Speed Rail Commission.
- AUTHORITY's CONTRACTOR will develop a vehicular traffic circulation plan for the PROJECT which will address emergency access through the PROJECT and shall minimize the inconvenience to the public during construction. CITY will be given the opportunity to review, inspect, and approve the plan prior to implementation.
- 45. AUTHORITY will fund all adjustments to property resulting from full or partial right of way takes during the right of way acquisition phase of the PROJECT.
- 46. AUTHORITY shall fund all planning, zoning, relocation, and rebuilding of displaced businesses resulting from PROJECT pursuant to Federal guidelines and regulations.
- 96. AUTHORITY will manage and coordinate the schedule for WORK, with all affected agencies.
- 21. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

Deleted: such as, but not limited to, bridge structures, overpasses, underpasses, pumping stations, tunnels, embankments and related landscape maintenance, retaining walls, guard rails, fencing, columns, and miscellaneous High-Speed Rail support equipment.

Deleted: 73. AUTHORITY shall endeavor to use local properly licensed consultants for all right of way activities. A qualified right of way agent will administer all right of way contracts.¶

Deleted: 34. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.¶ AUTHORITY, the State Auditor, FHWA, and CITY will have access to all WORK related records of each partner for audit, examination, excerpt, or transaction.¶ The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.¶ The audited partner will review the preliminary audit, findings, and

Deleted: 74. AUTHORITY will secure funds for all WORK including any additional funds beyond the AUTHORITY'S existing commitments in this agreement. Any change to the funding commitments outlined in this

Deleted: full

Deleted: 99. Should AUTHORITY establish at any time during WORK that the revenues of AUTHORITY are insufficient or appear to be insufficient to support AUTHORITY'S financial commitments

Deleted: The plan shall require CITY approval

Deleted: Examples of adjustments may include but not be limited to construction of concrete and paving street improvements, relocation of utilities, and zoning issues.

Deleted: 49. AUTHORITY shall endeavor to use local properly licensed consultants for all right of way activities. A qualified right of way agent will administer all right of way contracts.¶

Deleted: , through the work plan included in the PROJECT MANAGEMENT PLAN.

Deleted: 31. IMPLEMENTING AGENCY for a project component may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component. ¶

Deleted: 36. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK,

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

- 22. If any PARTNER receives a public records request, pertaining to WORK under this agreement, that PARTNER will notify all other PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.

PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

- 14. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner’s own employees) and is governed by the Labor Code’s definition of a “public work” (section 1720(a)(1)).
- 18. PARTNERS will include wage requirements in all contracts for “public work” and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for “public work”.
- 37. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CITY.
- 38. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner’s responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 20. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop and that PARTNER shall notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.

Deleted: IMPLEMENTING AGENCY for a project component will provide a QUALITY MANAGEMENT PLAN for that component as part of the PROJECT MANAGEMENT PLAN. ¶

12. AUTHORITY will provide IQA for the portions of WORK within existing and proposed CALIFORNIA HIGH SPEED RAIL right of way. AUTHORITY and CITY retain the right to reject noncompliant WORK, protect public safety, preserve, property rights, and ensure that all WORK is in the best interest of the AUTHORITY and CITY.¶

13. AUTHORITY may provide IQA for the portions of WORK outside existing and proposed CALIFORNIA HIGH SPEED RAIL right of way. ¶

PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.

Deleted: 28. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner’s responsibilities in this agreement. ¶

Deleted: 40. PARTNER’S will maintain, and ensure that any party hired by PARTNER’S to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs, and provide billing and payment support.¶

Deleted: 81. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost. ¶
 82. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost. ¶
 85. Fines, interest, or penalties levied against any PARTNER will be a WORK cost. ¶

Deleted: 86. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.

Deleted: 92. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices are a WORK cost. ¶
 93. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.¶

Deleted: Environmental ¶
 ¶
 Scope: Project Approval and Environmental Document (PA & ED)¶
 51. AUTHORITY is the CEQA lead agency. AUTHORITY will determine the type of environmental documentation ...

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

COMMUNITY SANITATION

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Illegal Pile - trash and debris		464
Total labor and equip first hour minimum	172.63	
Total labor and equip each additional 15 minutes after the first hour	41.98	
Refrigerator Disposal	8.00	

CONNECTION CHARGES - SEWER (FMC 6-304 and 6-305)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Deferment of Payment FMC 6-305 (c) applicable to existing single-family residences anywhere in the City's service area [and commercial or industrial development in the Enterprise Zone]:		407
Application		
Interest on unpaid balance / per annum, maximum 15-year term [1 2% above the City's pooled cash rate or maximum amount authorized by law, whichever is less as determined pursuant to FMC Section 6-305 (c)(1)]	15.00 [Variable 1]	
House Branch Sewer Charge		
House Branch Connection / Contract cost plus	100%	
Inspection/administration / Contract cost	10.00 +10%	
Interest charge (5 year limit) / Total	7%	
Lateral Sewer Charge		
Maximum lot depth 100 feet / per square foot	0.10	
Major Facilities Sewer Charge Unit	-0-	
Oversize Charge * Maximum lot depth 100 feet / per square foot	0.05	
* For parcels in the UGM area, oversize charges are deposited into separate UGM oversize charge service area accounts.		
Copper Avenue Sewer Lift Station Benefit Service Area Fee per Equivalent Dwelling Unit (EDU)	650.00	410

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

FACILITY CHARGES - SEWER (FMC 6-304 and 6-305)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Trunk Sewer Charge (Residential Users)		
Trunk sewer service area maps are maintained by the Director of the Public Works Department.		
Fee not applicable for development existing as of 10/01/92 in the Fowler Service Area per map (attached as Exhibit A).		
Cornelia Service Area / Living unit	419.00	
Fowler Service Area / Living unit	344.00	
Grantland Service Area / Living unit	419.00	
Herndon Service Area / Living unit	496.00	
UGM Trunk Sewer Fee		See Development Dept - UGM Fees
Wastewater Facilities Sewer Charge (Residential Users)		
- for maps vested between October 25, 1992, through December 30, 1995 (Phase 1a) / per unit or LUE	1,910.00	
- for maps vested after December 30, 1995 (Phase 1b) / per unit or LUE (Reso 95-278, adopted 10/31/95)	2,119.00	
Wastewater Facilities Sewer Charge (Commercial & Industrial Users)		
Formula:		
Sewer Flow charge = (W * Sewer flow rate)		
BOD charge = (W ÷ 1,000,000) * X * BOD rate)		
TSS charge = (W ÷ 1,000,000) * Y * TSS rate)		
W = Sewer Flow in gallons/day		
X = BOD concentration in mg/L * 8.345		
Y = TSS concentration in mg/L * 8.345		
Sewer Flow rate / gallon per day	3.40	
BOD rate / per pound	760.88	
TSS rate / per pound	626.35	
Trunk Sewer Charge (Commercial and Industrial Users)		
Grantland/Cornelia Service Area / gallon per day	1.012	
Fowler Service Area / gallon per day	1.233	
Herndon Service Area / gallon per day	1.460	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SEWER REIMBURSEMENTS/CREDITS - SEWER MAINS (FMC 6-306)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Sewer oversize credit for private installation when required to be constructed to a size larger than 8 inches (per linear foot):		
10-inch diameter	2.50	
12-inch diameter	4.50	
15-inch diameter	8.00	
18-inch diameter	13.00	
21-inch diameter	19.00	
24-inch diameter	26.00	
27-inch diameter	31.00	
UGM area, except as provided in FMC 6-306 - maximum	17,000.00	
Extra depth credit for oversize sewer installations (per linear foot):		
Depth over 8 to 12 feet	1.00	
Depth over 12 to 16 feet	4.00	
Depth over 16 to 20 feet	9.00	
Depth over 20 feet	15.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

Fee Description & Unit/Time

COMMERCIAL *

Solid Waste Service Charges, Bin/Collection Services

Stationary compactor type bins shall be charged at twice the scheduled rate for regular bin service.
(Inclusive of Calwa and Pinedale Districts)

“Each additional” refers to more than one collection container in the same service location, as defined in Municipal Code Section 6-202(k). The additional container is billed at a reduced rate, reflected below.

Capacity of containers:	Monthly Charges -- Number of Service Days Per Week						
	<u>1 Day</u>	<u>2 Day</u>	<u>3 Day</u>	<u>4 Day</u>	<u>5 Day</u>	<u>6 Day</u>	<u>7 Day</u>
1 cubic yard	37.21	71.72	105.21	141.81	177.20	212.58	254.86
Each additional	34.64	66.79	98.11	132.09	164.95	198.09	237.29
2 cubic yards	69.27	132.23	198.43	264.38	330.56	396.73	480.31
Each additional	64.14	123.36	184.87	246.56	308.54	369.90	447.60
3 cubic yards	97.50	186.70	280.08	373.41	466.77	560.26	677.75
Each additional	91.08	174.26	261.37	348.51	435.62	522.74	632.08
4 cubic yards	125.72	241.43	362.22	483.17	603.80	724.78	876.52
Each additional	116.74	225.43	338.13	450.97	563.68	675.93	817.78
5 cubic yards	153.94	296.97	445.48	593.84	742.31	890.81	1,039.32
Each additional	143.67	277.26	415.98	554.55	693.25	831.79	970.52
6 cubic yards	182.16	351.05	527.08	702.35	878.00	1,053.53	1,227.58
Each additional	170.62	327.91	492.34	655.95	819.96	984.00	1,146.52

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

Fee Description & Unit/Time **Amnd**

COMMERCIAL RECYCLING* Monthly Charges -- Number of Service Days Per Week
Commercial Service Subsidy

	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>
Container Size:			
96 gallon	2.96	5.91	8.87
1-yard bin	32.18	46.12	59.96
2-yard bin	42.91	62.13	80.76
3- or 4-yard bin	53.61	78.31	101.80
6-yard bin	80.42	101.89	132.46

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 x Weekly</u>
Container Size:			
96 gallon	11.83	14.78	17.74
1-yard bin	73.81	87.65	101.49
2-yard bin	99.40	118.04	136.68
3- or 4-yard bin	125.29	148.78	172.28
6-yard bin	163.04	193.61	224.19

455

COMMERCIAL GREEN WASTE* Monthly Charges -- Number of Service Days Per Week
Commercial Service Subsidy

	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>
Container Size:			
96-gallon	3.07	6.14	9.21
1-yard bin	32.09	46.00	59.80
2-yard bin	42.78	61.95	80.54
3- or 4-yard bin	53.47	78.10	101.52
6-yard bin	80.19	101.62	132.10

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 X Weekly</u>
Container Size:			
96 gallon	12.28	15.33	18.40
1-yard bin	73.60	87.40	101.20
2-yard bin	99.12	117.71	136.29
3- or 4-yard bin	124.95	148.38	171.80
6-yard bin	162.59	193.08	223.56

455

* Fee changes effective 04/01/07

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**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

	<u>Current</u>	<u>Amnd</u>
Roll-off and Compactor Service (Commercial Customers)		500
Recycling Tipping fee / per ton	17.46	
Green Waste Tipping fee / per ton	23.18	
Landfill Tipping fee / per ton	22.30	
Transfer Station Tip fee - per ton	29.17	
Per haul - Landfill	171.00	
Per haul - Transfer Station	111.00	

MULTI-FAMILY RESIDENTIAL*

Solid Waste Service Charges, Bin/Collection Services

Stationary compactor type bins shall be charged at twice the scheduled rate for regular bin service. (Inclusive of Calwa and Pinedale Districts)

“Each additional” refers to more than one collection container in the same service location, as defined in Municipal Code Section 6-202(k). The additional container is billed at a reduced rate, reflected below.

Capacity of containers:	Monthly Charges -- Number of Service Days Per Week						
	<u>1 Day</u>	<u>2 Day</u>	<u>3 Day</u>	<u>4 Day</u>	<u>5 Day</u>	<u>6 Day</u>	<u>7 Day</u>
1 cubic yard	32.07	62.26	91.32	123.09	153.82	184.54	221.22
Each additional	29.50	57.97	85.15	114.67	143.16	171.93	205.95
2 cubic yards	60.29	114.79	172.24	229.47	286.92	344.37	416.92
Each additional	55.16	107.06	160.45	214.00	267.79	321.06	388.51
3 cubic yards	84.67	162.06	243.10	324.12	405.15	486.30	588.27
Each additional	78.25	151.27	226.88	302.50	378.12	453.76	548.62
4 cubic yards	109.04	209.56	314.41	419.37	524.08	629.06	760.80
Each additional	101.35	195.68	293.48	391.45	489.28	586.70	709.81
5 cubic yards	133.41	257.77	386.67	515.42	644.32	773.23	902.09
Each additional	125.72	240.67	361.07	481.34	601.74	721.99	842.41
6 cubic yards	159.07	304.70	457.52	609.62	762.10	914.44	1,065.50
Each additional	147.53	284.64	427.35	569.37	711.72	854.09	995.19

* Fee changes effective 04/01/07

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**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

MULTI-FAMILY RECYCLING*

Monthly Charges -- Number of Service Days Per Week

Multi-family Residential Service Subsidy

	<u>Bi-weekly</u>	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>	
Container Size:					483
18-gallon basket	1.18	3.09	6.18	9.27	effective
96 gallon		3.74	7.48	N/A	9/1/2009
1-yard bin		32.18	46.12	59.96	
2-yard bin		42.91	62.13	80.76	
3- or 4-yard bin		53.61	78.31	101.80	
6-yard bin		80.42	101.89	132.46	

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 x Weekly</u>	
Container Size:				458
18-gallon basket	12.36	15.44	18.53	
96 gallon	N/A	N/A	N/A	
1-yard bin	73.81	87.65	101.49	
2-yard bin	99.40	118.04	136.68	
3- or 4-yard bin	125.29	148.78	172.28	
6-yard bin	163.04	193.61	224.19	

MULTI-FAMILY GREEN WASTE*

Monthly Charges -- Number of Service Days Per Week

Multi-family Residential Service Subsidy

	<u>Bi-weekly</u>	<u>Weekly</u>	<u>2 x Weekly</u>	<u>3 x Weekly</u>	
Container Size:					483
96 gallon	N/A	3.87	7.76	N/A	effective
1-yard bin	N/A	32.18	46.12	59.96	9/1/2009
2-yard bin	N/A	42.91	62.13	80.76	
3- or 4-yard bin	N/A	53.61	78.31	101.80	
6-yard bin	N/A	80.42	101.89	132.46	

	<u>4 x Weekly</u>	<u>5 x Weekly</u>	<u>6 X Weekly</u>	
Container Size:				
96 gallon	N/A	N/A	N/A	
1-yard bin	73.81	87.65	101.49	
2-yard bin	99.40	118.04	136.68	
3- or 4-yard bin	125.29	148.78	172.28	
6-yard bin	163.04	193.61	224.19	

* Fee changes effective 09/01/09

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Roll-off and Compactor Service (Single & Mutli-Family Residential)		500
Recycling Tipping fee / per ton	17.46	
Green Waste Tipping fee / per ton	23.18	
Landfill Tipping fee / per ton	22.30	
Transfer Station Tip Fee / per ton	29.17	
Per haul - Landfill	171.00	
Per haul - Transfer Station	111.00	
 SOLID WASTE, NON-BIN/COLLECTION SERVICES*		483
Single-family Residential		effective 9/1/2009
Basic service / per month		
One 96-gallon container one day per week	25.37	
Additional automated containers (12-month minimum) after first 96-gallon container:		
64-gallon container / per month	7.43	
96-gallon container / per month	10.25	
96-gallon green waste container / per month	3.87	
96-gallon recycling container / per month	3.74	
Alternative service / per month		
One 64-gallon container one day per week	19.20	
 Senior Citizen (62 years or older) meeting all the conditions listed below / per month:		483 effective 9/1/2009
1 Service must be in name of senior citizen;		
2 Occupants of residence must be senior citizen or dependants of senior citizen;		
3 Benefitting senior citizen must meet California Public Utilities Commission poverty level guidelines;		
4 Benefitting senior citizen must notify the City when they no longer qualify.		
Basic service / per month		
One 96-gallon container one day per week	21.81	
One 64-gallon container one day per week	16.51	
 Container Exchange	36.53	500

* Fee changes effective 09/01/09

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

Fee Description & Unit/Time	Current	Amnd
CUSTOMERS OTHER THAN RESIDENTIAL *		483
Basic service:		effective
One 64-gallon container		9/1/2009
1 day a week service / per month	19.20	
2 days a week service / per month	23.95	
3 days a week service / per month	35.93	
6 days a week service / per month	71.88	
Alternative service:		
One 96-gallon container		
1 day a week service / per month	21.36	
2 days a week service / per month	25.37	
Additional automated containers (12-month minimum) after first 96-gallon container:		
64-gallon container, one day a week / per month	7.43	
64-gallon container, two days a week / per month	14.87	
Solid Waste, Special Haul		500
30 minute minimum	95.91	
Each additional 15 minutes or fraction over 30 minutes	+13.54	
Foreman's Charge	38.38	500
MULTI-FAMILY RESIDENTIAL, NON-BIN/COLLECTION SERVICES* **		483
Basic service shall be 0.3 cubic yard in 45-, 64-, or 96-gallon containers		effective
45-gallon container, one day a week / per month	***12.67	9/1/2009
64-gallon container, one day a week / per month	19.20	
96-gallon container, one day a week / per month	25.37	
***This equates to one-half of the 96-gallon container rate.		
Additional automated containers (12-month minimum) after first 96-gallon container		483
96-gallon green waste container / per month	3.87	effective
96-gallon recycling container / per month	3.74	9/1/2009

* Fee changes effective 09/01/09

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>		<u>Amnd</u>
On Call/Special Empties	<u>Initial</u>	<u>Per</u>	500
(Special collection outside regular service or contract on-call bins; minimum 2 empties/month)	<u>Fee</u>	<u>empty</u>	
Container size:			
1 cubic yard	31.76	9.30	
2 cubic yard	31.76	17.32	
3 cubic yard	31.76	24.38	
4 cubic yard	31.76	31.43	
5 cubic yard	32.40	38.49	
6 cubic yard	32.40	45.54	
Non-Bin Container/Carts		5.86	
Container Exchange - Service Variance			
Recover costs to exchange, clean and re-inventory bins.		128.93	500
Private Collection			
Collection Route Permit			
Year		325.00	
Month		28.00	
Service Location Permit			
Location per year		17.00	
When service cannot be adequately provided by City:			
Roll-off Franchise Application Fee		560.00	502
Code Violation Appeal Fee			
Single Family Residential up to two units		35.00	
Multi-Residential with three or more units		55.00	
Commercial Apartment Complex and Commercial Business		75.00	

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

SOLID WASTE RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Container in View, Code Citation Penalties		435
1st Violation	Notice of Violation	
2nd Violation	Notice of Violation	
3rd Violation or thereafter (penalty to be determined by department director within specified range)	50.00-200.00, maximum 1,500 per period July 1 - June 30	
Improper Use of Container, Code Citation Penalties		435
1st Violation	Notice of Violation	
2nd Violation	Notice of Violation	
3rd Violation or thereafter (penalty to be determined by department director within specified range)	50.00-200.00, maximum 1,500 per period July 1 - June 30	
Unauthorized Removal of Segregated Recyclable Material Penalties		435
1st Violation, Minimum	100.00	
2nd Violation within one year, Minimum	200.00	
3rd Violation or thereafter within one year, Minimum	500.00	
Community Sanitation Services Only		In-Lieu
Residential - Customer per month	6.23	06/05
Commercial - Service location per month	6.23	

* Fee changes effective 04/01/07

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

Each Wastewater rate below consists of two components, Capital and Operation and Maintenance (O&M). This breakdown is listed below each rate for your information.

Fee Description & Unit/Time *	Current	Amnd
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Sewer Service Charges, Industrial Users (as defined in Section 6-302 of the FMC)

High Industrial: Sewage effluent volume of 25,000 gallons in a single day, or Biochemical Oxygen Demand (BOD) greater than 265 mg/liter (mg/l), or Total Suspended Solids (TSS) greater than 300 (mg/l).

Total fee amount is based on three components:

Flow (in hundred cubic feet (HCF) or gallons), pounds of BOD, and pounds of TSS.

Potable water, metered			Amend
Per HCF¹		0.507	effective
Capital	0.173		9/1/2010
O&M	0.334		
=+ BOD / pound		0.261	
Capital	0.089		
O&M	0.172		
=+ TSS / pound		0.296	
Capital	0.101		
O&M	0.195		
or			
Per 1,000 gallons²		0.678	
Capital	0.231		
O&M	0.447		
=+BOD / pound		0.261	
Capital	0.089		
O&M	0.172		
=+ TSS / pound		0.296	
Capital	0.101		
O&M	0.195		

¹There are 748 gallons in a hundred cubic feet.

²Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
High Industrial (continued)		Amend Effective 9/1/2010
Sewage effluent, metered Per HCF¹	0.559	
Capital	0.191	
O&M	0.368	
=+ BOD / pound	0.261	
Capital	0.089	
O&M	0.172	
=+ TSS / pound	0.296	
Capital	0.101	
O&M	0.195	
or Per 1,000 gallons²	0.749	
Capital	0.256	
O&M	0.493	
=+ BOD / pound	0.261	
Capital	0.089	
O&M	0.172	
=+ TSS / pound	0.296	
Capital	0.101	
O&M	0.195	
<i>Pounds of BOD or TSS can be calculated using the following formulas: Pounds BOD = (W ÷ 1,000,000) * 8.345 * BOD concentration in mg/l Pounds TSS = (W ÷ 1,000,000) * 8.345 * TSS concentration in mg/l Note: BOD concentration can be based on the actual or estimated value W=sewer or water flow in gallons/day</i>		
Low Industrial:		
Potable water, metered HCF¹	1.077	
Capital	0.368	
O&M	0.709	
1,000 Gallons²	1.44	
Capital	0.492	
O&M	0.948	
Sewage effluent, metered HCF¹	1.185	
Capital	0.405	
O&M	0.780	
1,000 Gallons²	1.583	
Capital	0.541	
O&M	1.042	
¹ There are 748 gallons in a hundred cubic feet.		
² Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.		
* Rates are effective 9/1/10		
** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79		

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Minimum Charge		Amend
Month	25.75	Effective
Capital	8.80	9/1/2010
O&M	16.95	
Sewer Service Charges, Commercial Users - classification determined by concentration (mg/l) of Biochemical Oxygen Demand (BOD) or Total Suspended Solids (TSS) present in flow.		
High: BOD or TSS greater than or equal to 501 mg.		
Portable water, metered		
HCF¹	3.514	
Capital	1.201	
O&M	2.313	
1,000 Gallons²	4.698	
Capital	1.605	
O&M	3.093	
or		
Sewage effluent, metered		
HCF¹	3.864	
Capital	1.320	
O&M	2.544	
1,000 Gallons²	5.167	
Capital	1.766	
O&M	3.401	
Minimum Charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Medium: BOD or TSS without a range of 201-500 mg/l		
Portable water, metered		
HCF¹	1.792	
Capital	0.612	
O&M	1.180	
1,000 Gallons²	2.398	
Capital	0.819	
O&M	1.579	

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* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Sewage effluent, metered		Amend
HCF¹	1.973	Effective
Capital	0.674	9/1/2010
O&M	1.299	
1,000 Gallons²	2.637	
Capital	0.901	
O&M	1.736	
Minimum charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Low: BOD or TSS within the range of 0-200 mg/l		
Potable water, metered		
HCF¹	1.077	
Capital	0.368	
O&M	0.709	
1,000 Gallons²	1.440	
Capital	0.492	
O&M	0.948	
or		
Sewage effluent, metered		
HCF¹	1.184	
Capital	0.405	
O&M	0.779	
1,000 Gallons²	1.583	
Capital	0.541	
O&M	1.042	
Minimum Charge		
Month	25.75	
Capital	8.80	
O&M	16.95	
Sewer Service Charges, Residential Users		
Single Family:		
Unit per month	25.75	
Capital	8.80	
O&M	16.95	

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² Rates per 1,000 gallons are approximate as they have been rounded to the 3rd decimal place.

* Rates effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Reso. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Senior Citizen (62 years or older) meeting all the conditions listed below / per month:	23.16	Amend Effective 9/1/2010
1. Single-family residents only;		
2. Service must be in name of senior citizen;		
3. Occupants of residence must be senior citizen or dependants of senior citizen (not to exceed		
4. Benefitting senior citizen must notify the City when they no longer qualify.		
Multi-family:		
First unit / per month	25.75	
Capital 8.80		
O&M 16.95		
Each Additional unit / per month	17.29	
Capital 5.91		
O&M 11.38		
Sewer Service Charges, Schools (on the basis of average daily attendance):		Amend Effective 9/1/2010
Kindergarten/elementary		
Student/Year	15.957	
Capital 5.453		
O&M 10.504		
Middle		
Student/Year	24.762	
Capital 8.462		
O&M 16.300		
Senior high		
Student/Year	29.866	
Capital 10.206		
O&M 19.660		
Parochial		
Student/Year	8.632	
Capital 2.950		
O&M 5.682		
College		
Student/Year	10.646	
Capital 3.638		
O&M 7.008		

* Rates are effective 9/1/10

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WASTEWATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Hauled Waste Disposal		464
Pumper truck		In-lieu
1,000 gallons²	69.812	06/05
Capital	13.496	
O&M	56.316	
Fats, Oil & Grease - per gallon	0.03	489
Hauled Waste disposal station keys:		464
Replacement / per key	25.00	
Pretreatment Surcharges (monthly charges)		
Category I - Individual permit*	27.54	
Category II - General permit**	4.05	
Category III - No permit required***	1.29	
Category IV - All residential users	0.06	
Special Charges and Penalties		435
Disconnection or reconnection inspection fee / per inspection	12.50	
Discharge flow dye test / per test	43.75	
Pretreatment Administrative Penalties		464
Notice of Non-compliance	250.00	480
Warning Notice	250.00	
Notice of Violation	500.00	
Consent Order	750.00	
Compliance Order	1,000.00	
Show Cause Order	1,000.00	
Administrative cost recovery charges for failure to meet reporting deadlines:		464
First day late (after 5 business days grace period) / per day	45.00	
Each additional day late	22.50	
General inorganic and bacteriological analysis/per hour	50.00	
Composite Sampler Rental / per day	75.00	
Pretreatment enforcement charges/per hour	45.00	
Miscellaneous non-enforcement charges/per hour	45.00	

¹ There are 748 gallons in a hundred cubic feet.

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** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Water Service Charges, Flat Rate*** (single-family only)		Amend
For premises containing only a single-family residence, the total charge shall be the basic rate plus applicable additional charges.		Effective
Basic rate (per month):		9/1/2008
First 6,000 square feet or less of lot size	22.87	
Each additional 100 square feet	0.228	
Senior Citizen (62 years or older) meeting all the conditions listed below:		
1. Single-family residents only;		
2. Service must be in name of senior citizen;		
3. Occupants of residence must be senior citizen or dependants of senior citizen (not to exceed three occupants per residence);		
4. Benefitting senior citizen must notify the City when they no longer qualify.		
Basic Rate (per month):		
First 6,000 square foot or less of lot size	20.56	
Each additional 100 square feet	0.204	
Additional charges will be added to the basic rate for the following:		
Additional living unit, same premises (until metered) / per month	11.78	
Air conditioning/refrigeration unit (not equipped with water-saving devices) / ton per month	11.99	
Discharge water into dry well / ton per month	5.99	
Air conditioning/refrigeration unit (installed and equipped with water-saving devices) / ton per month	3.08	

* Rates effective 9/1/08

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

*** Flat rate water service charges for single family residential customers shall sunset as of January 1, 2013 or until all single family residences are metered, whichever comes first.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time *</u>	<u>Current</u>	<u>Amnd</u>
Water, Metered Service Rate total charge shall be standby charge plus quantity charge based on usage.		Amend
Standby charge, meter size (per month):		Effective 9/1/2008
3/4-inch or smaller	10.03	
1-inch	13.51	
1-1/2-inch	18.89	
2-inch	27.09	
3-inch	45.07	
4-inch	63.02	
6-inch	99.01	
8-inch	152.96	
10-inch	179.83	
Quantity charge:		
Customers Other Than Single Family Residential		
Each 100 Cubic Feet (HCF)	0.745	
1,000 gallons	0.995	
Single Family Residential		487
Each 100 Cubic Feet (HCF)	0.610	Effective
1,000 gallons	0.810	3/1/2010
Water drawn from a fire hydrant / Minimum per month	29.97	
Wells, private (used for irrigation or commercial purposes when required to be metered)		
Each HCF	0.218	
1,000 gallons	0.290	
Backflow Prevention, Service Inspection, and Maintenance		In-Lieu
Double-check and/or pressure vacuum breaker assemblies (per month):		06/05
3/4- and 1-inch	6.70	
1-1/4-, 1-1/2-, and 2-inch	8.92	
2-1/2-, 3-, and 4-inch	17.83	
6- and 8-inch	26.73	
10-inch	44.57	
Reduced pressure principle assemblies (per month):		
3/4-inch	6.70	
1-inch	8.92	
1-1/4-inch	11.12	
1-1/2- and 2-inch	13.42	
2-1/2- and 3-inch	15.62	
4-inch	17.83	
6-inch	26.73	
8-inch	35.65	
10-inch	53.48	

* Rates effective 9/1/08

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time ***	Current	Amnd
Fire Hydrant , on private property (per month)	23.94	Amend Effective 9/1/2008
Fire Protection Automatic Sprinkler Service		
4-inch diameter or less (per month)	23.94	
6-inch diameter or larger (diameter inch per month)	5.99	
Irrigation of City-Owned Property, Not Metered		
100 square feet	0.24	
Water Treatment Charge, Fluoridation		
Per month	4.52	
Penalties		
Fire hydrant, unauthorized use / first violation	500.00	464
Each violation after first violation	1,000.00	
Fire hydrant damage repair fee		500
Excavation not required	318.00	
Excavation required	100%	
Delinquent notice		
Sewer connection, deferred payment plan, 60 days delinquent	2.00 + accumulated interest & principal installment	
Returning travel meter after permit expiration date per day	10.00	
Conditions of service work (related to Water Wastage Services, FMC 6-520(d))		
First incident (deferred until fourth incident)*	45.00	
Second incident (deferred if conservation class attended)*	45.00	
Third incident (plus fee deferred from second incident if a water conservation class was attended)*	45.00	
Fourth incident (plus fee deferred for first incident)*	45.00	
Each incident after four	45.00	

* Within a two-year period.

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

*** Rates are effective 9/1/08

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Penalties (continued)		
Illegal connection / per violation (See Service Work for disconnection, damage, and reinstallation of service after first incident.)	45.00	
Delinquent of Payment Utility billings / per billing for water, sewer, sanitation, and/or solid waste service if unpaid balance > \$10.00	2%	499
Notification to discontinue services for non-payment of utility charges:		
Customers / per notification	8.00	
Customers with tenants / per tenant notified at a single billing address	2.00	
Minimum	8.00	
Research project fees / per hour	45.00	
Discontinuance of service for non-payment and restoration of service after payment		
Per Discontinuance / Restoration	15.00	
NOTE: The above fees are administered by the Utilities, Billing, and Collection Division of the Department of Administrative Services.		
Service Work (related to remedy of illegal water connection)		500
Blind washer / per service	211.00	
Service disconnection/Restoration / per replacement	356.00	
Padlock on curb stop / per installation	10.00	
Intentional Damage to Meter/Meter Box (Cost & Overhead)		
Intentional Damage Angle Meter Stop/Curb Stop		
Excavation not required	406.00	
Excavation required (Cost & Overhead)	100%	
After-hours turn on service work:		464
Water, Discontinuance & Restoration of service (except emergency) per call	169.00	

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**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER RATES**

Fee Description & Unit/Time	Current	Amnd
Water, Temporary Service*		456
Residential (non-metered)		
Each 24 hours	25.00	
Each additional day	+Daily Rate (prorated based on bimonthly rate)	
Single Family Residential (metered)	See Water Metered Service Rates	487 Effective 3/1/2010
Fire hydrant permit	25.00	
Fire hydrant wrench deposit	90.00	
3-inch meter, turbine		500
Deposit	550.00	
Deposits required shall be refunded upon the return of all equipment. Deductions shall be made for water service charges due and the cost of repair or replacement of damaged equipment. Any additional replacement costs will be billed to the customer.		
Well Drilling Permit and Examination		
Water Supply Well / each	175.00	
Monitoring Well		
1 to 3 / per application	295.00	
More than 3 / per each additional well	+50.00	
Well Inspection, per well site		
Well Abandonment	62.00	500
Well Destruction	236.00	500
Monitoring Well Destruction	174.00	500
Well Destruction Inspection Reschedule (when not ready on inspection day)	46.00	
After Hours Well Abandonment	78.00	500
After Hours Monitoring Well Destruction	285.00	500
Underground Utility Remark Fee (per call back)	133.00	500

* This fee to sunset as of January 1, 2013 for customers on a metered rate

** Rates shall be adjusted annually by staff during the budget process to reflect the rates in effect as per Res. No. 2007-79

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Sale of Surplus Dirt		456
City load / per yard of dirt	5.00	
Customer pick-up / per yard of dirt	1.20	
Deferment of Payment applicable to existing single-family residences Same basis and fees as sewer connection charges.	See FMC Sctn 6-305 (c)	
Frontage Charge		
Front foot or fraction	6.50	
Installation Charges		464
Meter & Service Installation (when installed together)		
1-inch	2,241.00	
1-1/2-inch	2,508.00	
2-inch	2,671.00	
Minimum residential service connections:		489
Lots less than 20,000 square feet (1-inch)		
Lots 20,000 square feet or greater (1-1/2-inch)		
Meter Installation (when installed on existing services)		415
1-inch	330.00	
1-1/2-inch	455.00	
2-inch	530.00	
Larger than 2-inch (FMC 6-507(a)(3))		
Cost plus overhead	100%	
Service Installation (without meter)		464
Service to house (between property line and house) can be reduced based upon setback, fixtures, etc., as provided in the UPC and UBC. (includes tap, service line, corp stop, curb stop and fittings)		
1-inch	2,178.00	
1-1/2-inch	2,363.00	
2-inch	2,486.00	
Larger than 2-inch (FMC 6-507(a)(3))		
Cost plus overhead	100%	
Recharge Area Fee		
Area (per unit**)	160.00	438
† *No. 101	-0-	
† † *No. 101	-0-	
No. 201	-0-	
No. 301	-0-	
No. 401	-0-	
***No. 501	56.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Transmission Grid Main (TGM) Charge		417
For parcels in the UGM area, TGM charges are deposited in separate UGM-TGM charge service area accounts.		
Aggregate gross area:		
Less than 5 acres		
Net acre or fraction	804.00	
Minimum charge	80.00	
5 acres or more		
Gross acre or fraction	643.00	
Transmission Grid Main Bond Debt Service Charge per FMC Section 6-507(a)(8)		
Less than 5 acres		
Net acre or fraction	304.00	
Minimum charge	100.00	
5 acres or more		
Gross acre or fraction	243.00	
UGM Water Supply Fee		417
Single-Well Supply Areas (per gross acre)		
No. 11A	172.00	
No. 86	678.00	
No. 90	322.00	
No. 91	609.00	
No. 102	511.00	
No. 107	609.00	
No. 113	609.00	
No. 132	385.00	
No. 136	356.00	
No. 137	356.00	
No. 141	408.00	
No. 142	379.00	
No. 153	557.00	
No. 308	563.00	
No. 310	505.00	
Multi-Well Supply Areas (per unit**)		
† (northeast) No. 101-S	567.00	
† † (northeast) No. 101-S	456.00	
(northwest) No. 201-S	407.00	
(west) No. 301-S	508.00	
(southwest) No. 401-S	371.00	
*** (southeast) No. 501-S	1,738.00	
		438

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC UTILITIES DEPARTMENT

WATER CONNECTION CHARGES (FMC 6-507)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Well Head Treatment Fee - Area (per unit**)		438
† *No. 101	179.00	
† † *No. 101	-0-	
No. 201	-0-	
No. 301	221.00	
No. 401	31.00	
***No. 501	79.00	
1994 Bond Debt Service Fee - Area (per unit**)		438
† No. 101	281.00	
† † No. 101	895.00	
No. 201	-0-	
No. 301	60.00	
No. 401	-0-	
***No. 501	93.00	

* Service Area No. 101 was established by the Department of Public Utilities Director on March 19, 1995 in accordance with the provisions of Ordinance No. 95-4; the provisions of Resolution No. 90-18 remain in effect for development in the Woodward Park Community Plan Area.

** Unit as defined in FMC 6-501(kk)

*** 501 Emergency Measure, Resolution No. 95-18

† For subdivision maps deemed complete prior to June 10, 1997

† † For subdivision maps deemed complete on or after June 10, 1997

WATER CONNECTION CHARGES (FMC 6-508)

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Water main reimbursement for installation	See FMC 6-508(c)	
Transmission Grid Main (TGM) credit/reimbursement for private installation when required to be constructed to transmission grid size (per linear foot):		
12-inch diameter	10.00	
14-inch diameter	14.50	
16-inch diameter	31.00	
24-inch diameter	41.00	
UGM area maximum (except as provided in FMC 6-508(d))	10,000.00	
Trench surfacing credit for TGM installations (per linear foot):		
In existing asphalt concrete streets	10,000 or construction costs, whichever is less	
In existing non-asphalt concrete streets	6.00 or construction cost, whichever is less	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

ENGINEERING, INSPECTION, AND STREET WORK

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Assessment Districts		
City Attorney Review		
Review and/or preparation of documents regarding district formation and issuance of bonds; review and/or preparation of documents regarding district administration, close out and legal research. (Costs for Assessment Foreclosure proceedings are not included and will be charged separately).	Billable, or hourly plus fringe, plus actual direct costs (per hour, 1-hour minimum)	
Deposits in advance would include requirement for fees paid up front by Development–Security/Retainer, etc.	100% of Estimated Cost	
Finance Bond fee	1/4 of 1% of bonds sold or \$5,000, whichever is greater	
Application fee	10,000.00	
Assessment District Apportionments		
4 or less parcels	950.00	
5 or more parcels	1,950.00	
Assessment payoff quotation / per request	5.00	
Assessment District Proceedings, All Districts	All costs determined by Public Works Director per district	
Bond Performance		393
Performance bond for street work permit		
Excavation and work in connection with sidewalks, curbs, gutters, and driveway approaches		
Minimum bond	25,000.00	
Other excavation and work not in connection with sidewalks, curbs, gutters, and driveway approaches		
Minimum bond	25,000.00	
Construction Staking		409
City design		
Linear foot	1.48	
Minimum	386.00	
Private design		
Linear foot	1.27	
Minimum	221.00	
Contract staking/restaking		
Hour (regular or overtime)	181.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

ENGINEERING, INSPECTION, AND STREET WORK

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Deed Check and Recordation		456
Check and one recheck	470.00	
Each recheck thereafter	100.00	
County Deed submittal	130.00	
Subordination preparation	300.00	
Deed Document		456
Preparation by City Engineer		
Simple / each	465.00	
Complex / each	785.00	
Exhibit preparation / per hour	85.00	
Deviation/Waiver		
Street improvement standards or regulations / per request	135.00	
Public improvement waivers		
Application / per request	125.00	
Noticing / per request	125.00	
Encroachment		
Public Rights-of-Way / per application	765.00	
Extension of Time		
Development Agreement		
Construction costs:		
\$0 to \$10,000	91.00	
\$10,000 to \$50,000	130.00	
\$50,000 to \$100,000	208.00	
Over \$100,000	260.00	
Security Processing	250.00	
Amendments	300.00	
Feasibility Study		409
Street	655.00	
Sewer	220.00	
Water	220.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

ENGINEERING, INSPECTION, AND STREET WORK

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Inspection, Subdivision		409
\$0 to \$10,000		
Final cost estimate	11.52%	
Minimum	600.00	
\$10,000 to \$500,000	4,836.00	
Over \$10,000 Final cost estimate	+3.25%	
Over \$500,000	20,793.00	
Final cost estimate	+4.1%	
Extension of time for final inspection		
Inspection fee	11%	
Minimum	562.00	
Inspection, Street Work		456
Permit - Minimum	175.00	
Street Work Permit Processing Fee / per permit	20.00	
Surcharge for not obtaining a permit		
Each occurrence	Twice the amount of permit or \$500.00, whichever is greater	
Alley, paved / per square foot	0.12	
Backfill, trench		
First 100 linear feet	145.00	
Each additional 100 linear feet	43.50	
Curbs and gutters / per linear foot	0.85	
Driveway approaches (measured at curb lines) / per linear foot	3.43	
Gutters, valley / per linear foot	2.61	
Manholes, drain inlets / each	104.00	
Sewer mains (includes inspection of house-branch and trench surface) / per linear foot	7.48	
Sidewalks / per linear foot	0.69	
Sidewalks, special (brick, etc.) / per square foot	0.93	
Streetlights / each	88.00	
Street, paved / per square foot	0.07	
Traffic Control Field Inspection (based on 0.50 hr per inspection)	37.00	464
Water mains / per linear foot	7.48	
Option based on construction cost of \$10,000 or more	See Inspection, Subdivision	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

ENGINEERING, INSPECTION, AND STREET WORK

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Legal Notices Posted by City		
Minimum	30.00	
Miscellaneous		409
Special Callout Service (Hourly overtime rate of assigned staff)		
2 hour minium	103.00/min.	
Special Project Evaluation*		
2 hour minium	144.00/min.	
Log in and distribution fee (fixed)	5.00	
Special Research Request per hour plus copies	25.00 +	
8 ½ x 11 per document copy	0.50	
8 ½ x 14 per document copy	0.75	
11 x 17 per document copy	0.75	
Plotted document including maps and aerial photos per copy	2.50	
Special Service Study Request per hour/2 hour minium	184.00/ min.	
Equipment usage per hour	25.00	
If 24 hour traffic count then fixed rate per unit used	150.00	
Requests for services before 7am or after 5pm, or Saturday and Sunday	125.00 w/3 hr min	
* (Estimate will be provided to applicant upon submittal)		
Monument Check		
Lot	30.00	
Minimum	200.00	
Official Plan Line		
Planning	See Dev Dept.	
Adoption or amendment prepared by:	Fees	
City Engineer		
1/4 mile	Actual	
Minimum deposit	5,000.00	
Plan line	Actual	
Private Engineer		
Minimum deposit	1,000.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

ENGINEERING, INSPECTION, AND STREET WORK

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Plan Review		464
Traffic Control		
In Office Review (each request)	87.00	
Field Inspection (each request)	298.00	
Meeting , complex analysis (each request)		
Streetlight		
First 30 lights	263.00	
Each 10-light increment	31.00	
Public Improvement Plan Check		456
\$0 to \$50,000	4.5% or \$500	
Final cost estimate	whichever is more	
\$50,000 to \$250,000	2,250.00	
Final cost estimate over \$50,000	+2%*	
Over \$250,000	6,250.00	
Final cost estimate over \$250,000	+1.8%*	
* Due on submittal; unused portion refundable upon termination.		
Street Work Inspection -- Public Utilities		
For work items not listed, the fee shall be for similar work or as determined by the City Construction Engineer. Subdivision utilities shall be exempt except for utilities installed in paved areas or streets.		
Utility Permit Processing Fee (per permit)	20.00	
Minimum:		
Minor street project / per location	60.00	
Major Street project / per permit	135.00	
Structures (vaults, manholes, etc.) / per structure	75.00	
Trench backfill:		409
Less than 100 linear feet	100.00	
Over 100 linear feet	100.00	
Each additional 100 linear feet or fraction	+30.00	
Trench backfill and paving (A/C or PC concrete)		
Less than 100 linear feet	175.00	
Over 100 linear feet	175.00	
Each additional 100 linear feet or fraction	+55.00	
Rocksaw (includes backfill and paving)		
100 linear feet or fraction	63.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

ENGINEERING, INSPECTION, AND STREET WORK

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Television Inspection/Sewer		
Viewing, Color Per linear foot	0.85	
Standby, Color 15-minute period or fraction	35.00	
Urban Growth Management (UGM) Fees	See Development Department–UGM Fees	
Vacation -- Public street, alley, easement, and other public rights-of-way		456
Application/feasibility study / per application	450.00	
Processing and legal noticing / per application	1,555.00	
Agreement / each	310.00	
Fire Department surcharge / per application	23.00	
Verification of facilities, existing zoning, flood prone areas, and similar development and record inquiries re-submission / per response	205.00	

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

PARKING FEES

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Parking, City of Fresno Employees		
All lots / per month	15.00	
Replacement permit / per replacement	10.00	
Official vehicle permit / per month	20.00	
Parking, DMV Hold Administrative Fee		
Per violation	5.00	
Parking Late Payment Penalties		
Overtime Parking Penalty / per violation	2 times penalty	
Restricted Zone Penalty / per violation	2 times penalty	
Parking Permits*		
Mall Specific and Non-Mall Specific Areas, Permits Parking Rates in Garages and Lots		489
Permit Hours based on Option Selected and Fees Paid. All Permits will be assigned a specific Garage or Lot, dependent on location selected and Plan. 6 am to 6pm, Mon-Fri		
Uncovered spaces per month	75.00	500
Covered spaces per month	90.00	500
Annual Purchase Each option listed above can be reduced by purchasing these permits at the annual rate, with annual prepayment required. Purchase is equal to payment for 10 months parking, with 12 month received.		

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

PARKING FEES

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Parking Permits* - continued		
Bulk Rate		
Additional discounts can be obtained as follows:		
20 to 49 annual permits, add an additional 10% off the annual rate.		
50 to 99 annual permits, add an additional 15% off the annual rate.		
Over 100 annual permits, add an additional 20% off the annual rate.		
Failure to pay overtime parking fee within 15 days		
Per incident	5.00	
Failure to purchase repeat monthly parking permit within first 5 working days of month / per incident	10.00	
Parking without a permit in posted areas / per day	9.00	480
Replacement Permit / per incident	10.00	
Mall Specific and Non-Mall Specific Areas, Short term Daily Rates in Garages and Lots		
First hour 0-60 minutes	3.00	464
Each additional hour		
0-60 minutes	1.00	
Maximum per day	9.00	
Loss of Parking Ticket / per incident	9.00	
Validation Tickets		
Bulk purchase only by business owners with valid business license issued by the City of Fresno Registered Businesses w/Business Tax ID, or Governmental Agencies		
First hour/per ticket	1.50	480
Any other hour/per ticket per ticket	0.50	
Event Parking		
Weekday 1/2 day event parking voucher	3.00	489
0-4 hours, 100 minimum 600 maximum		
Weekday full day event parking voucher	5.00	
4 - 8 hours, minimum 100 maximum 600		
Special Event Rate*	7.00	

* Excludes Grizzlies Games

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

PARKING FEES

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Special Rates Established by Agreement		
1 Fresno County Schools Admin Agreement - effective February 2, 1993		
Garage 8 only		
Per month	26.00	
Per quarter	74.24	
Per year	260.00	
2 Housing Authorities of City and County Agreement - effective May 28, 1993		
Garage 9U only		
Per annum	235.93	
Parking Meter Hood Rental		
Deposit / per application	52.00	
Rental		
Day	5.00	480
Lost or damaged hoods, keys, or locks		
Cost of repair or replacement	100%	
Administrative Fee	25.00	480
Parking, Administrative Penalties		
Immobilization boot removal fee	100.00	457
Semi-truck parked on public right of way in excess of time allowed	250.00	492
Parking, Miscellaneous Penalties * **		
Use of street for storage of vehicles / per violation	108.00	496
Parking on Mall without permit / per violation	40.00	
Commercial vehicle parking on residential streets; vehicle parking overnight / per violation	108.00	
Failure to display Disabled Persons Placard/per violation	18.00	
No current vehicle registration	83.00	
No vehicle license plate	40.00	
Parked in Fire Lane	111.00	
Vehicle Inoperability/Immobilized	108.00	496
Parking, Overtime Penalties* **		
24 minute parking / per violation	33.00	496
1 hour parking / per violation	33.00	
2 hour parking / per violation	33.00	
Parking overtime, meter zone / per violation	33.00	

* That \$3.00 increase per SB 857 will expire on July 1, 2013.

** Includes the following mandated items: \$3.00 County Court Construction, \$1.50 County Jail Construction, and \$3.00 Immediate and Critical Needs Construction Fund, \$2.00 State General Fund and \$3.00 Trial Court Trust Fund.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

PARKING FEES

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Parking Penalties - Disabled or Handicapped* **		496
Parking in handicapped crosshatch zone / per violation	303.00	
Parking in handicapped zone / per violation	303.00	
Parking in spaces for the disabled (CVC 22507.8) / per violation	303.00	
Parking, Restricted Zone Penalties* **		496
Parked on Public Grounds	43.00	
Parked in a Bike Lane	43.00	
Parked with Intersection	43.00	
Parked in Crosswalk	43.00	
Parked in Driveway	43.00	
Parked on Sidewalk	43.00	
Obstruction of Roadway	43.00	
Parked Double	43.00	
Not Parked within 18 Inch of Curb	43.00	
Parked on Street Wrong Direction	43.00	
Parked in the Roadway	43.00	
Parked making Traffic Hazard	43.00	
Vehicle Parked unattended Motor Running	43.00	
Obstructing Traffic Flow	43.00	
Parked immobilized vehicle	43.00	
Parked in Alley	43.00	
Parked in Alley not Rt Side	43.00	
Block Alley Leaving < 10 ft	43.00	
Parked on City Owned Lot/No Permit	43.00	
Parked in Bicycle Path	43.00	
Parked in Bicycle Zone	43.00	
No park within 18 inch to curb	43.00	
Parallel Parked Divided Hwy	43.00	
Parallel Parking < 18 in to curb	43.00	
Not Parked within Marked Space	43.00	
No Parking at Painted Curb	43.00	
Parked at Postal Mailing Curb	43.00	

* The \$3.00 increase per SB 857 will expire on July 1, 2013.

** Includes the following mandated items: \$3.00 County Court Construction, \$1.50 County Jail Construction, and \$3.00 Immediate and Critical Needs Construction Fund, \$2.00 State General Fund and \$3.00 Trial Court Trust Fund.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

PARKING FEES

Fee Description & Unit/Time	Current	Amnd
Parking, Restricted Zone Penalties* ** - continued		496
Taxi Cab not Parked in Taxi Zone	43.00	
Parked in Official Car Zone	43.00	
Parked in Taxi Zone	43.00	
Non-Commercial Vehicle in Yellow Zone	43.00	
Parked in Yellow Zone	43.00	
Parked in Passenger Zone	43.00	
Not Parked within Marked Stall	43.00	
Parked on Private Property	43.00	
Vehicle Parked in Transit Bus Zone	258.00	482
Vehicle Parked in Restricted Area	43.00	
Parked in Restricted Zone	43.00	
Parked in No Marked Space	43.00	
Parked in Taxi Zone	43.00	
Unattended Taxi > 3 minutes	43.00	
Parked < 15 ft of Fire Hydrant	58.00	
No Stopping/Tow Away Zone	58.00	
Parked in Divisional Island	58.00	
Posted or Painted No Parking	58.00	
Parked Causing Traffic Hazard	58.00	
Parked Street Under Repair	58.00	
Parked in Front of Driveway	58.00	
Parked on Mall no Mall Permit	58.00	
Wrong Way Parked Street or Alley	58.00	
Parking, Special Signing Fee		
One-time for each reserved space / per space	15.00	

* The \$3.00 increase per SB 857 will expire on July 1, 2013.

** Includes the following mandated items: \$3.00 County Court Construction, \$1.50 County Jail Construction, and \$3.00 Immediate and Critical Needs Construction Fund, \$2.00 State General Fund and \$3.00 Trial Court Trust Fund.

**CITY OF FRESNO
MASTER FEE SCHEDULE**

PUBLIC WORKS DEPARTMENT

PARKING FEES

<u>Fee Description & Unit/Time</u>	<u>Current</u>	<u>Amnd</u>
Parking, Downtown		480
On/off street meters		
30 minutes	0.30	
1 hour	0.75	
2 hours	1.50	
10-hour meter	0.75 per hr	
Permit parking ("G," "E," and "F" Street lots) See rates under Parking Permits		
Monthly per vehicle		
Annually per vehicle	83.00	
Residential Permit (non-refundable)		
Period 10/1 through 9/30		
First residential vehicle per homeowner/resident		
Annually per permit	-0-	
Additional vehicles		
Annually per permit	19.00	

Temporary Parking Discounts

Subject to prior approval by the Department Director and subject to limit of six months or less, special parking rates in Parking Maintenance District No. 1 may be allowed, if it is in the best interest of the City.

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

Date: July 19, 2012
CITY: City of Fresno
Agreement No: 0000000
Task Order No: COF00001
Project Title: California High-Speed Rail Project

GENERAL

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

FACILITY WORK TO BE DONE

1. Master Agreement

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

2. Scope of Work

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L St, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

- **Subtask S1.01**
Scope: Design, secure permits, traffic control, remove sanitary sewer FACILITIES from the existing Golden State Blvd and install new sanitary sewer FACILITIES to the new Golden State Blvd. Work includes furnishing and installing new sanitary sewer man holes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary FACILITIES which includes pipe, manholes, cleanouts, etc. FACILITY WORK is shown on Drawing UT-C4001.
Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$204,000

- **Subtask S1.02**
Scope: Design, secure permits, traffic control, protect in place sanitary sewer FACILITIES and adjust sanitary sewer manhole rim elevation to finish grade. FACILITY WORK is shown on Drawing UT-C4004, UT-C4028 and UT-C4029.
Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$57,682

- **Subtask S1.03**
Scope: Design, secure permits, traffic control and reconstruct sanitary sewer FACILITIES within an RCP casing and provide new sanitary sewer man holes. Work includes reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary FACILITIES which includes pipe, manholes, cleanouts, etc. FACILITY WORK is shown on Drawing UT-C4006.
Estimated Period of Performance: 1 Month
The estimated Value for this FACILITY WORK: \$435,000

- **Subtask S1.04**
Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes excavation and removal of existing sanitary sewer FACILITIES, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4008, UT-C4009 and UT-C4010.
Estimated Period of Performance: 6 Months
The estimated Value for this FACILITY WORK: \$850,476

- **Subtask S1.05**
Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4011 and UT-C4012.
Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$317,016

- **Subtask S1.06**
Scope: Design, secure permits, traffic control, reconstruct sanitary sewer FACILITIES within an RCP casing, extend existing sanitary sewer manholes and adjust rim elevations. Work includes

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary FACILITIES which includes pipe, manholes, cleanouts, etc. FACILITY WORK is shown on Drawing UT-C4012.

Estimated Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$118,750

- **Subtask S1.07**

Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4014, UT-C4015, UT-C4016, UT-C4017 and UT-C4018.

Estimated Period of Performance: 8 Months

The estimated Value for this FACILITY WORK: \$1,292,952

- **Subtask S1.08**

Scope: Design, secure permits, traffic control and protect in place sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4019.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$29,356

- **Subtask S1.09**

Scope: Design, secure permits, traffic control, reconstruct sanitary sewer FACILITIES within an RCP casing, adjust existing sewer manholes and rim elevations. Work includes reconnecting all existing sewer laterals to new sanitary sewer FACILITIES, excavation and removal of existing sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4022.

Estimated Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$535,000

- **Subtask S1.10**

Scope: Design, secure permits, traffic control and protect in place sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4022.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$41,492

- **Subtask S1.11**

Scope: Design, secure permits, traffic control and protect in place and relocate sanitary sewer FACILITIES from the existing Parkway Drive to the new Parkway Drive. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4024.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$66,024

- **Subtask S1.12**

TASK ORDER NO. COF00001

CHSRP Interaction Removal or Relocation Plan

Scope: Design, secure permits, traffic control, protect in place sanitary sewer FACILITIES, extend sanitary sewer manholes and adjust sanitary sewer manhole rim elevation to finish grade.

FACILITY WORK is shown on Drawing UT-C4030 and UT-C4031.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$123,778

- **Subtask S1.13**

Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES at Santa Ana Ave and Cornelia Ave. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4032.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$348,161

- **Subtask S1.14**

Scope: Design, secure permits, traffic control, remove and relocate sanitary sewer FACILITIES at McKinley Ave and Golden State Blvd. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4036, UT-C4037 and UT-C4046.

Estimated Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$436,764

- **Subtask S1.15**

Scope: Design, secure permits, traffic control and protect in place sanitary sewer FACILITIES at Pine Ave and Golden State Blvd. FACILITY WORK is shown on Drawing UT-C4038.

Estimated Period of Performance: 2 Month

The estimated Value for this FACILITY WORK: \$282,500

- **Subtask S1.16**

Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES at McKinley Ave and Golden State Blvd. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4039 and UT-C4048.

Estimated Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$122,400

- **Subtask S1.17**

Scope: Design, secure permits, traffic control, remove and relocate sanitary sewer FACILITIES near Belmont Ave and Golden State Blvd. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4041, UT-C4042, UT-C4050 and UT-C4051.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$576,708

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

- **Subtask S1.18**
Scope: Design, secure permits, traffic control and remove sanitary sewer FACILITIES near Belmont Ave and H St. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4042.
Estimated Period of Performance: 1 Month
The estimated Value for this FACILITY WORK: \$66,300

- **Subtask S1.19**
Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES near H St and SR 180. Work includes excavation and removal of sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4043 and UT-C4053.
Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$441,307

- **Subtask S1.20**
Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES near Divisadero St and H St. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4044, UT-C4045 and UT-C4054.
Estimated Period of Performance: 3 Months
The estimated Value for this FACILITY WORK: \$794,784

- **Subtask S1.21**
Scope: Design, secure permits, traffic control, protect in place sanitary sewer FACILITIES at G St and Fresno St. FACILITY WORK is shown on Drawing UT-C4055.
Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$96,432

- **Subtask S1.22**
Scope: Design, secure permits, traffic control, protect in place and relocate sanitary sewer FACILITIES near G St and Tulare St. Work includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4055 and UT-C4056.
Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$395,592

- **Subtask S1.23**
Scope: Design, secure permits, traffic control, relocate and protect in place sanitary sewer FACILITIES near G St and Ventura St. FACILITY WORK includes excavation and removal of existing sanitary sewer FACILITIES, removal of existing sanitary sewer manholes, reconnecting all

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4057 and UT-C4059

Estimated Period of Performance: 6 Months

The estimated Value for this FACILITY WORK: \$663,702

- **Subtask S1.24**

Scope: Design, secure permits, traffic control and protect in place sanitary sewer FACILITIES near G St and Ventura St. FACILITY WORK is shown on Drawing UT-C4057.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$91,800

- **Subtask S1.25**

Scope: Design, secure permits, traffic control, remove, relocate and protect in place sanitary sewer FACILITIES near G St and SR 41. FACILITY WORK includes excavation and removal of existing sanitary sewer FACILITIES and reconnecting all existing sewer laterals to new sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT-C4060.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$294,284

- **Subtask S1.26**

Scope: Design, secure permits, traffic control, remove, relocate and install sanitary sewer FACILITIES along Railroad Ave between SR 41 and SR99. FACILITY WORK includes excavation and removal of existing sanitary FACILITIES and reconnecting all existing sewer laterals to new sanitary sewer FACILITIES. FACILITY WORK is shown on Drawing UT C4061, UT-C4062, UT-C4063, UT-C4064, UT-C4065, UT-C4078, UT-C4079, UT-C4080, UT-C4081 and UT-C4082.

Estimated Period of Performance: 12 Months

The estimated Value for this FACILITY WORK: \$4,322,964

- **Subtask S1.27**

Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES within a near Jensen Ave and Railroad Ave. FACILITY WORK includes excavation and removal of existing sanitary sewer FACILITIES, removal of sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4065, UT-C4066 and UT-C4084.

Estimated Period of Performance: 6 Months

The estimated Value for this FACILITY WORK: \$612,000

- **Subtask S1.28**

Scope: Design, secure permits, traffic control and relocate sanitary sewer FACILITIES within a near Orange Ave and Golden State Blvd. FACILITY WORK includes excavation and removal of existing sanitary sewer FACILITIES, removal of sanitary sewer manholes, reconnecting all existing sewer laterals to new sanitary sewer FACILITIES and new sanitary sewer manholes. FACILITY WORK is shown on Drawing UT-C4068.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$61,200

- **Subtask S1.29**

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

Scope: Design, secure permits, traffic control and protect in place FACILITIES near Hardy Ave and Cedar Ave. FACILITY WORK is shown on Drawing UT-C4069.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$122,400

- **Subtask S1.30**

Scope: AUTHORITY'S CONTRACTOR shall reimburse the CITY for all costs resulting from plan check review, permits, inspection and testing (inspection & testing in an oversight Quality Assurance capacity only) in accordance with the Master Fee Schedule. AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$800,000

3. Project Schedule

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

4. Schedule for FACILITY WORK (This TASK ORDER Only)

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

Design:

Start Date: January 2013

Completion Date: June 2013

Construction:

Start Date: June 2013

Completion Date: February 2016

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

PERFORMANCE OF THE FACILITY WORK

1. Design

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

BY CITY: CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

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

2. Construction

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

LIABILITY FOR WORK

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$14,600,824

Cost Allocation

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

COST ESTIMATE

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

1. For Work by CITY

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

2. For Work by AUTHORITY'S CONTRACTOR

AUTHORITY has prepared an initial cost estimate in the amount of \$14,600,824 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

BETTERMENT, ACCRUED DEPRECIATION, SALVAGE

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

BILLING AND PAYMENT

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

CONTACTS

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

SIGNATURES

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. _____ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. ____ and Agreement No. ____ shall be in full force and effect.

CITY:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

CITY'S Legal Review

BY: _____ **DATE:** _____
Signature –CITY'S Legal Counsel

California High Speed Rail Authority (AUTHORITY)

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

AUTHORITY Legal Review

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

(CONTRACTOR):

TASK ORDER NO. COF00001
CHSRP Interaction Removal or Relocation Plan

BY: _____ **DATE:** _____

Signature

Typed Name: _____

Typed Title: _____

TASK ORDER NO. COF00002

CHSRP Interaction Removal or Relocation Plan

Date: April 12, 2012
CITY: City of Fresno
Agreement No: 0000000
Task Order No: COF00002
Project Title: California High-Speed Rail Project

GENERAL

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

FACILITY WORK TO BE DONE

1. Master Agreement

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

2. Scope of Work

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L St, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work. AUTHORITY'S CONTRACTOR is to coordinate with CITY for water connections and water connection fees.

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

- **Subtask W2.01**

Scope: Design, secure permits, traffic control and relocate water FACILITIES from the existing Golden State Blvd to the new Golden State Blvd. FACILITY WORK includes removing & replacing water valves, remove & replace fire hydrants, disconnect existing water facilities, connections to new water FACILITIES, blow offs, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4000 and UT-C4001.

Estimated Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$536,123

- **Subtask W2.02**

Scope: Design, secure permits, traffic control, relocate, remove and reconstruct water FACILITIES from the existing Golden State Blvd to the new Golden State Blvd and Veterans Blvd at Golden State Blvd. FACILITY WORK includes removing & replacing water valves, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4007, UT-C4008, UT-C4009, UT-C4010, UT-C4011 and UT-C4012.

Estimated Period of Performance: 10 Months

The estimated Value for this FACILITY WORK: \$2,187,093

- **Subtask W2.03**

Scope: Design, secure permits, traffic control and relocate water FACILITIES from the existing Golden State Blvd to the new Golden State Blvd, relocate water FACILITIES near Shaw Ave and Golden State Blvd, reconstruct water facilities near Ashlan Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4012, UT-C4013, UT-C4014, UT-C4015, UT-C4016 and UT-C4017.

Estimated Period of Performance: 10 Months

The estimated Value for this FACILITY WORK: \$2,474,566

- **Subtask W2.04**

Scope: Design, secure permits, traffic control and relocate water FACILITIES from the existing Parkway Drive and Dakota Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4018 and UT-C4019.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$198,625

- **Subtask W2.05**

Scope: Design, secure permits, traffic control and relocate water FACILITIES adjacent to SR 99 between Dakota Ave and Clinton Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4019, UT-C4020, UT-C4021 and UT-C4022.

Estimated Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$612,255

- **Subtask W2.06**

Scope: Design, secure permits, traffic control and relocate water FACILITIES at Clinton Ave and Parkway Dr. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4024.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$386,860

- **Subtask W2.07**

Scope: Design, secure permits, traffic control and protect in place and relocate water FACILITIES at Shaw Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4030.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$75,440

- **Subtask W2.08**

Scope: Design, secure permits, traffic control and relocate water FACILITIES at Cornelia Ave and Santa Ana Ave. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4024.

Estimated Period of Performance: 1 Month

The estimated Value for this FACILITY WORK: \$95,130

- **Subtask W2.09**

Scope: Design, secure permits, traffic control and protect in place water FACILITIES at Golden State Blvd and Clinton Ave. FACILITY WORK is shown on Drawing UT-C4035.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$57,400

- **Subtask W2.10**

Scope: Design, secure permits, traffic control and relocate water FACILITIES at McKinley Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4037, UT-C4046 and UT-C4047.

Estimated Period of Performance: 2 Months

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

The estimated Value for this FACILITY WORK: \$449,834

- **Subtask W2.11**

Scope: Design, secure permits, traffic control and protect in place water FACILITIES at Golden State Blvd and Pine Ave. FACILITY WORK is shown on Drawing UT-C4038.

Estimated Period of Performance: 36 Months

The estimated Value for this FACILITY WORK: \$24,600

- **Subtask W2.12**

Scope: Design, secure permits, traffic control and relocate water FACILITIES at Olive Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4039, UT-C4048 and UT-C4049.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$437,229

- **Subtask W2.13**

Scope: Design, secure permits, traffic control and relocate water FACILITIES at Belmont Ave and Golden State Blvd. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4041 and UT-C4042.

Estimated Period of Performance: 3 Months

The estimated Value for this FACILITY WORK: \$678,422

- **Subtask W2.14**

Scope: Design, secure permits, traffic control and relocate water FACILITIES at Belmont Ave and H St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4042 and UT-C4052.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$248,248

- **Subtask W2.15**

Scope: Design, secure permits, traffic control and relocate water FACILITIES near Divisadero and H St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4044 and UT-C4053.

Estimated Period of Performance: 2 Months

The estimated Value for this FACILITY WORK: \$248,864

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

- **Subtask W2.16**
Scope: Design, secure permits, traffic control and protect water FACILITIES at Fresno St and G St. FACILITY WORK is shown on Drawing UT-C4055.
Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$41,000

- **Subtask W2.17**
Scope: Design, secure permits, traffic control, relocate and protect in place water FACILITIES a near Tulare St and G St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4056
Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$140,462

- **Subtask W2.18**
Scope: Design, secure permits, traffic control and relocate water FACILITIES near Ventura St and H St. Work includes removing & replacing water valves, adjusting valve boxes, removing & replacing fire hydrants, disconnect existing water FACILITIES, connections to new water FACILITIES, blow offs, reducers, casings, hangers, thrust blocks, blind flanges, tees, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4057 and UT-C4059.
Estimated Period of Performance: 3 Months
The estimated Value for this FACILITY WORK: \$624,907

- **Subtask W2.19**
Scope: Design, secure permits, traffic control, protect in place and remove water facilities near G St and SR 41. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4060.
Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$63,600

- **Subtask W2.20**
Scope: Design, secure permits, traffic control, protect in place, relocate, water FACILITIES near California Ave and Railroad Ave. FACILITY WORK includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4061.
Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$166,200

- **Subtask W2.21**
Scope: Design, secure permits, traffic control, remove, relocate and protect in place water FACILITIES near Florence Ave and Sarah St. FACILITY WORK includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4062.

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$142,176

- **Subtask W2.22**

Scope: Design, secure permits, traffic control, remove, relocate, reconstruct and install water FACILITIES along Railroad Ave near Church Ave and East Ave. FACILITY WORK includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4063, UT-C4064 and UT-C4081.

Estimated Period of Performance: 6 Months
The estimated Value for this FACILITY WORK: \$616,000

- **Subtask W2.23**

Scope: Design, secure permits, traffic control, relocate water FACILITIES near Orange Ave and Golden State Blvd. Work includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4068.

Estimated Period of Performance: 1 Month
The estimated Value for this FACILITY WORK: \$46,200

- **Subtask W2.24**

Scope: Design, secure permits, traffic control and protect in place water FACILITIES near Hardy Ave and Cedar Ave. FACILITY WORK is shown on Drawing UT-C4069.

Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$57,400

- **Subtask W2.25**

Scope: Design, secure permits, traffic control and relocate water FACILITIES near North Ave and Cedar Ave. FACILITY WORK includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4070.

Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$77,000

- **Subtask W2.26**

Scope: Design, secure permits, traffic control and protect in place water FACILITIES near Muscat Ave and Cedar Ave. FACILITY WORK is shown on Drawing UT-C4070.

Estimated Period of Performance: 36 Months
The estimated Value for this FACILITY WORK: \$30,750

- **Subtask W2.27**

Scope: Design, secure permits, traffic control, relocate the water well at Pump Station 162 near Muscat Ave and Cedar Ave. Replacement well site shall be a minimum of 12,000 SF and capable of producing an equivalent production yield to the well it is replacing. FACILITY WORK shall include, but not be limited to the following; deactivating existing well site, site selection by the City Water Division, test bore and monitoring well to identify potential well yield and water

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

quality, production well drilling, piping and onsite improvement design, and construction, inspection and well head treatment if applicable.

FACILITY WORK is shown on Drawing UT-C4072.

Estimated Period of Performance: 12 Months

The estimated Value for this FACILITY WORK: \$1,500,000

- **Subtask W2.28**

Scope: Design, secure permits, traffic control and relocate water FACILITIES near Central Ave and Cedar Ave. FACILITY WORK includes disconnecting existing water FACILITIES, connections to new water FACILITIES, excavation and removal of existing water FACILITIES. FACILITY WORK is shown on Drawing UT-C4073, UT-C4085 and UT-C4086.

Estimated Period of Performance: 4 Months

The estimated Value for this FACILITY WORK: \$369,600.

- **Subtask W2.29**

Scope: AUTHORITY'S CONTRACTOR shall reimburse the CITY for all costs resulting from plan check review, permits, water connection fees, inspection and testing (inspection & testing in an oversight Quality Assurance capacity only) in accordance with the Master Fee Schedule.

AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$900,000

3. Project Schedule

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

4. Schedule for FACILITY WORK (This TASK ORDER Only)

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

Design:

Start Date: January 2013

Completion Date: June 2013

Construction:

Start Date: June 2013

Completion Date: February 2016

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

PERFORMANCE OF THE FACILITY WORK

1. Design

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

BY CITY: CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

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

2. Construction

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

LIABILITY FOR WORK

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$16,227,866.

Cost Allocation

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

COST ESTIMATE

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

1. For Work by CITY

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

2. For Work by AUTHORITY'S CONTRACTOR

AUTHORITY has prepared an initial cost estimate in the amount of \$16,227,866 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

BETTERMENT, ACCRUED DEPRECIATION, SALVAGE

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

BILLING AND PAYMENT

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

CONTACTS

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

SIGNATURES

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. _____ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. ____ and Agreement No. ____ shall be in full force and effect.

CITY:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

CITY'S Legal Review

BY: _____ **DATE:** _____
Signature –CITY'S Legal Counsel

California High Speed Rail Authority (AUTHORITY)

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

AUTHORITY Legal Review

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

(CONTRACTOR):

TASK ORDER NO. COF00002
CHSRP Interaction Removal or Relocation Plan

BY: _____ **DATE:** _____

Signature

Typed Name: _____

Typed Title: _____

TASK ORDER NO. COF00003
CHSRP Interaction Removal or Relocation Plan

Date: July 20, 2012
CITY: City of Fresno
Agreement No: 0000000
Task Order No: COF00003
Project Title: California High-Speed Rail Project

GENERAL

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

FACILITY WORK TO BE DONE

1. Master Agreement

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

2. Scope of Work

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L St, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

TASK ORDER NO. COF00003
CHSRP Interaction Removal or Relocation Plan

- **Subtask F3.01**
Scope: Design, secure permits, traffic control and relocate fiber optic FACILITIES near G St and Fresno St. Work includes disconnect, new connections, excavate and remove existing fiber optic FACILITIES. FACILITY WORK is shown on Drawing UT-C4055.
Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$286,000

- **Subtask F3.02**
Scope: Design, secure permits, traffic control and relocate fiber optic FACILITIES near G St and Tulare St. Work includes disconnect, new connections, excavate and remove existing fiber optic FACILITIES. FACILITY WORK is shown on Drawing UT-C4056.
Estimated Period of Performance: 2 Months
The estimated Value for this FACILITY WORK: \$200,000

- **Subtask F3.03**
Scope: Design, secure permits, traffic control and relocate fiber optic FACILITIES along the UPRR ROW between Tulare St and Santa Clara St. Work includes disconnect, new connections, excavate and remove existing fiber optic FACILITIES. FACILITY WORK is shown on Drawing UT-C4056 and UT-C4057.
Estimated Period of Performance: 4 Months
The estimated Value for this FACILITY WORK: \$658,400

- **Subtask F3.04**
Scope: AUTHORITY'S CONTRACTOR shall reimburse the CITY for all costs resulting from plan check review, permits, inspection and testing (inspection & testing in an oversight Quality Assurance capacity only). AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.
Period of Performance: 36 Months
The estimated value for this FACILITY WORK is \$80,000

3. Project Schedule

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

4. Schedule for FACILITY WORK (This TASK ORDER Only)

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

Design:
Start Date: January 2013

Construction:
Start Date: June 2013

TASK ORDER NO. COF00003
CHSRP Interaction Removal or Relocation Plan

Completion Date: June 2013

Completion Date: February 2016

PERFORMANCE OF THE FACILITY WORK

1. Design

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

BY CITY: CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

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

2. Construction

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

LIABILITY FOR WORK

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$1,224,400.

Cost Allocation

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

COST ESTIMATE

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

1. For Work by CITY

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

TASK ORDER NO. COF00003
CHSRP Interaction Removal or Relocation Plan

2. For Work by AUTHORITY'S CONTRACTOR

AUTHORITY has prepared an initial cost estimate in the amount of \$1,224,400 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

BETTERMENT, ACCRUED DEPRECIATION, SALVAGE

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

BILLING AND PAYMENT

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

CONTACTS

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

TASK ORDER NO. COF00003
CHSRP Interaction Removal or Relocation Plan

SIGNATURES

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. _____ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. ____ and Agreement No. ____ shall be in full force and effect.

CITY:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

CITY'S Legal Review

BY: _____ **DATE:** _____
Signature –CITY'S Legal Counsel

California High Speed Rail Authority (AUTHORITY)

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

AUTHORITY Legal Review

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

(CONTRACTOR):

TASK ORDER NO. COF00003
CHSRP Interaction Removal or Relocation Plan

BY: _____ **DATE:** _____

Signature

Typed Name: _____

Typed Title: _____

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

Date: July 18, 2012
CITY: City of Fresno
Agreement No: 0000000
Task Order No: COF00004
Project Title: California High-Speed Rail Project

GENERAL

This TASK ORDER supplements and amends the Construction Contract and Master Agreement. The purpose of this TASK ORDER is to authorize the FACILITY WORK for CITY. Each FACILITY that requires relocation will be handled under a separate subtask of this TASK ORDER.

FACILITY WORK TO BE DONE

1. Master Agreement

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

2. Scope of Work

FACILITY WORK as defined in Section 2.1 of the Master Agreement is incorporated by reference. Each separate FACILITY that requires RELOCATION will be treated as a subtask to this TASK ORDER.

- **Location and General Description of the Work Covered by this TASK ORDER (Including Disposition of Existing FACILITIES):**
AUTHORITY'S CONTRACTOR will furnish all labor, material, equipment and supervision required to complete the relocation of FACILITIES and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the AUTHORITY'S office at 770 L St, Suite 800, Sacramento, CA 95814.
- **Subject Work to be Performed by Parties Pursuant to this TASK ORDER:**
AUTHORITY'S CONTRACTOR performs all design and construction services for FACILITY WORK. CITY will review and approve FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify that the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR and approve that work.

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

- **Subtask R4.01**
Scope: Design, secure permits, traffic control, construct a double track elevated viaduct, retained fill walls on both sides to allow HST to go over Road 33 in Madera County, San Joaquin River, Union Pacific Rail Road Tracks, Motel Drive, Golden State Blvd, Katherine Way and Herndon Ave in Fresno County and roadway modifications. Roadway modifications include the realignment of NB 99 on ramp, SB 99 off ramp, Golden State Blvd, Katherine Way, and Herndon Ave. FACILITY WORK is shown on Drawing SV1885, SV1886, SV1887, SV1888, SV1889, SV1890, SV1891, SV1892, SV1893 and SV1894
Estimated Period of Performance: 36 Months
The estimated value for this FACILITY WORK is \$144,413,567

- **Subtask R4.02**
Scope: Design, secure permits, traffic control, construct a bridge at Veterans Blvd and roadway modifications in the City of Fresno. Roadway modifications include Veterans Blvd connector and realignment of Bullard Ave. FACILITY WORK is shown on Drawing CV-R1005-GSB, CV-R1013-GSB, ST-I1024 and ST-I1025.
Estimated Period of Performance: 30 Months
The estimated value for this FACILITY WORK is \$27,783,849

- **Subtask R4.03**
Scope: Design, secure permits, traffic control, dewatering, construct a traffic bridge crossing over the Herndon Canal adjacent to Barstow Ave and Golden State Blvd. Construction of traffic bridge includes PC/PS box girders, concrete barriers, concrete channel lining, rock slope protection, structure approach slab, metal beam guard railing, abutments, CIP/PS concrete slab, ¾" polyester concrete overlay, PC/PS piles, pile caps and any other facilities required to meet the intent of the basis of design. FACILITY WORK is shown on drawing ST-I1001, ST-I1002 and ST-I1003.
Estimated Period of Performance: 12 Months
The estimated value for this FACILITY WORK is \$1,238,672

- **Subtask R4.04**
Scope: Design, secure permits, traffic control, construct a bridge at Shaw Ave and roadway modifications in the City of Fresno. Roadway modifications include realignment of Cornelia Ave, realignment of Weber Ave, realignment of Mission Ave, realignment of Santa Ana Ave and realignment of Jennifer Ave. FACILITY WORK is shown on Drawing CV-R1009-GSB, CV-R1014-GSB-A3, CV-R1015-GSB-A3, CV-R1016-GSB-A3, CV-R1017-GSB-A3, CV-R3007-GSB, CV-G1002-GSB, CV-G1007-A3, CV-G1008-GSB-A3, CV-J1007-GSB-A3, CV-J1018-GSB-A3, CV-J1022-A3, ST-I1004-A3, ST-I1005-A3, ST-I1006 and ST-I1007
Estimated Period of Performance: 30 Months
The estimated value for this FACILITY WORK is \$26,771,084

- **Subtask R4.05**
Scope: Design, secure permits, traffic control, construct a bridge at Ashlan Ave and roadway modifications in the City of Fresno. Roadway modifications include realignment of Ashlan Ave/ Marty Ave and Golden State Blvd/Ashlan Ave. FACILITY WORK is shown on Drawing ST-I1008, ST-I1009, ST-I1010 and ST-I1011
Estimated Period of Performance: 30 Months
The estimated value for this FACILITY WORK is \$36,093,649

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

- **Subtask R4.06**

Scope: Design, secure permits, traffic control, construct roadway modifications in the City of Fresno. Roadway modifications include the realignment of Golden State Blvd between SR 99 on Ramp located near Herndon Ave to Ashlan Ave, realignment of Kathryn Way, realignment of Bryan Ave, realignment of Bullard Ave, Carnegie Ave closure, realignment of Barstow Ave, realignment of Market Ave, realignment of State Ave, realignment of Cornelia Ave, realignment of Santa Ana Ave, realignment of Richert Ave, realignment of Swift Ave, realignment of Motel Dr. FACILITY WORK is shown on Drawing CV-R1001-GSB-A3, CV-R1002-GSB-A3, CV-R1003-GSB, CV-R1004-GSB, CV-R1005-GSB, CV-R1006-GSB, CV-R1007-GSB, CV-R1008-GSB, CV-R1009-GSB, CV-R1010-GSB, CV-R1011-GSB, CV-R1012-GSB, CV-R1013-GSB, CV-R1014-GSB, CV-R1015-GSB, CV-R1016-GSB, CV-R1017-GSB, CV-R3001-GSB, CV-R3002, CV-R3010-GSB-A3, CV-R3011-GSB-A3, CV-J1002-GSB-A3, CV-J1013-GSB-A3, CB1662 and CB1663.

Estimated Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$47,170,000

- **Subtask R4.07**

Scope: Design, secure permits, traffic control, construct approximately roadway modifications in the City of Fresno. Roadway modifications include the realignment of Golden State Blvd between Ashlan Ave and Belmont Ave, realignment of Valentine Ave, realignment of Parkway Dr, realignment of Cortland Ave and Golden State Blvd closure near Roeding Park. FACILITY WORK is shown on Drawing TT-D1006, TT-D1007, TT-D1008, TT-D1009, TT-D1010, TT-D1011, TT-D1012 and TT-D1013.

Estimated Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$16,072,00

- **Subtask R4.08**

Scope: Design, secure permits, traffic control, construct a bridge at Clinton Ave and roadway modifications in the City of Fresno. Roadway modifications include the realignment of Parkway Dr, realignment of Cortland Ave, realignment of Valentine Ave, realignment of Clinton Ave Connector, realignment of Vassar Ave, realignment of Weber Ave/Clinton Ave, realignment of Woodson Ave, realignment of Pleasant Ave, realignment of Shields Ave, realignment of Princeton Ave, realignment of Vassar Ave, realignment of SR 99 SB off ramp, realignment of SR 99 SB, realignment of SR 99 NB off ramp and realignment of SR 99 NB on ramp. FACILITY WORK is shown on Drawing CV-R1010-R99, CV-R1012-R99, CV-R1013-R99, CV-R1016-R99, CV-R1017-R99, ST-I1012, ST-I1013, ST-I1014, ST-I1015, ST-I1016, ST-I1017, ST-I1018, ST-I1019 and ST-I1020.

Estimated Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$42,924,618

- **Subtask R4.09**

Scope: Design, secure permits, traffic control, construct an undercrossing at McKinley Ave in the City of Fresno. FACILITY WORK is shown on Drawing ST-I1021, ST-I1022 and ST-I1023.

Estimated Period of Performance: 12 Months

The estimated value for this FACILITY WORK is \$1,687,500

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

- **Subtask R4.10**
Scope: Design, secure permits, traffic control, construct a bridge at McKinley Ave roadway modifications in the City of Fresno. Roadway modifications include McKinley Ave Connector, realignment of Weber Ave, realignment of Golden Sate Blvd and West Ave/McKinley Ave intersection. FACILITY WORK is shown on Drawing CV-T1001-A3, CV-T1002-A3, CV-T1003-A3, CV-T1004-A3, CV-T1005-A3, CV-T1006-A3 and ST-K1026-A3, CV-T3001-A3, CV-T3002-A3, CV-T1012-A3.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$16,787,866

- **Subtask R4.11**
Scope: Design, secure permits, traffic control and construct a bridge at Olive Ave and roadway modifications in the City of Fresno. Roadway modifications include realignment of Golden State Blvd, realignment of West Ave, realignment of Brooks Ave, realignment of Weber Ave, realignment of Pine Ave, realignment of Olive Ave/Roeding Park entrance, realignment of Carruth Ave/Olive Ave and Delno Ave closure. FACILITY WORK is shown on Drawing CV-T1007, CV-T1004-A3, CV-T1006-A3, CV-T1007-A3, CV-T1008-A3, CV-T1012-A3, CV-T3003-A3, CV-T3004-A3, and ST-K1027-A3.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$19,036,725

- **Subtask R4.12**
Scope: Design, secure permits, traffic control, remove existing bridge structure and construct a bridge at Belmont Ave and roadway modifications in the City of Fresno. Roadway modifications include Golden State Blvd closure, Harrison Ave closure, Thorne Ave closure, realignment of the intersection at Thorne Ave/Weber Ave, realignment of the intersection at Farris Ave/H St, realignment of Safford Ave/Belmont Ave, realignment of H St and realignment of Wesley Ave FACILITY WORK is shown on Drawing CV-T1009-A3, CV-T1010-A3, CV-T1011-A3, CV-T1012-A3, CV-T3005-A3, CV-T3006-A3, ST-K1028-A3 and ST-K1029-A3.
Estimated Period of Performance: 30 Months
The estimated value for this FACILITY WORK is \$23,400,088

- **Subtask R4.13**
Scope: Design, secure permits, traffic control, replace existing box culvert crossing at Thorne Ave/ Dry Creek Canal and roadway modifications in the City of Fresno. Roadway modifications include aprons for new box culvert. FACILITY WORK is shown on Drawing CV-R1001-THN.
Estimated Period of Performance: 8 Months
The estimated value for this FACILITY WORK is \$801,421

- **Subtask R4.14**
Scope: Design, secure permits, traffic control, construct modifications in the City of Fresno. Roadway modifications include the realignment of H St, realignment of Roosevelt Ave/ Divisadero St, realignment of Divisadero St/H St, realignment of Divisadero/G St and Divisadero St Closure. FACILITY WORK is shown on Drawing CV-T5001.
Estimated Period of Performance: 12 Months
The estimated value for this FACILITY WORK is \$4,280,000

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

- **Subtask R4.15**
Scope: Design, secure permits, traffic control, construct a double track underground trench between Olive Ave and Stanislaus Ave. FACILITY WORK is shown on Drawing ST-Y1001, ST-Y1002, ST-Y1003, ST-Y1004, ST-Y1005, ST-Y1006, ST-Y1007, ST-Y1008 and ST-Y1009.
Estimated Period of Performance: 36 Months
The estimated value for this FACILITY WORK is \$374,000,000

- **Subtask R4.16**
Scope: Design, secure permits, traffic control, construct a bridge at Stanislaus St and roadway modifications in the City of Fresno. Roadway modifications include new intersection at Broadway St and Stanislaus St and F St and Stanislaus St. FACILITY WORK is shown on Drawing TT-D1016, CV-T1013-A3, CV-T1014-A3, CV-T3007-A3, CV-T3008-A3, ST-K1030-A3 and ST-K1031-A3.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$8,217,365

- **Subtask R4.17**
Scope: Design, secure permits, traffic control, construct a bridge at Tuolumne St and roadway modifications in the City of Fresno. Roadway modifications include new intersection at Broadway St and Tuolumne St and F St and Tuolumne St. FACILITY WORK is shown on Drawing TT-D1016, CV-T1013, CV-T1015-A3, CV-T3009-A3, ST-K1032 and ST-K1033.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$7,579,300

- **Subtask R4.18**
Scope: Design, secure permits, traffic control, construct a pedestrian bridge between Stanislaus St and Tuolumne St in the City of Fresno. FACILITY WORK is shown on Drawing ST-K1043-A3 and ST-K1044-A3.
Estimated Period of Performance: 18 Months
The estimated value for this FACILITY WORK is \$2,100,000

- **Subtask R4.19**
Scope: Design, secure permits, traffic control, construct an underpass at Fresno St and roadway modifications in the City of Fresno. Roadway modifications include the realignment of the intersection at Fresno St/G St and realignment of G St between Merced St to Mariposa St. FACILITY WORK is shown on Drawing CV-T3011-A3, CV-T1024-A3, CV-T1025-A3, CV-T1026-A3, TT-D1016, CV-T1024, ST-K1004 and ST-K1041-A3.
Estimated Period of Performance: 24 months
The estimated value for this FACILITY WORK is \$7,218,492

- **Subtask R4.20**
Scope: Design, secure permits, traffic control, construct a bridge at Tulare St and roadway modifications in the City of Fresno. Roadway modifications include F St closure at Tulare St, Kern St closure and remove existing at grade crossing at Kern St and UPRR Crossing. FACILITY WORK is shown on Drawing CV-T3011-A3, ST-K1034 and ST-K1035.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$14,878,307

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

- **Subtask R4.21**
Scope: Design, secure permits, traffic control, construct an underpass at Tulare St and roadway modifications in the City of Fresno. Roadway modifications include a road structure at G St and Tulare St, new intersection at H St and Tulare St and F St and Tulare St. FACILITY WORK is shown on Drawing CV-T3011-A3, CV-T1018, ST-K1005, ST-K1006 and ST-K1036.
Estimated Period of Performance: 18 Months
The estimated value for this FACILITY WORK is \$2,672,657

- **Subtask R4.22**
Scope: Design, secure permits, traffic control and roadway modifications in the City of Fresno. Roadway modifications include Kern St closure and Mono St closure. FACILITY WORK is shown on Drawing TT-D1017.
Estimated Period of Performance: 6 Months
The estimated value for this FACILITY WORK is \$1,220,000

- **Subtask R4.23**
Scope: Design, secure permits, traffic control, construct a bridge at Ventura St and road way modifications in the City of Fresno. Road modifications include realignment of Broadway St/Ventura St and Ventura St/F St. FACILITY WORK is shown on Drawing CV-T1021, CV-T1027-A3, CV-T1028-A3, CV-T1029-A3, CV-T3010-A3, CV-T3012-A3, CV-T3013-A3, ST-K1007-A3, ST-K1008-A3, ST-K1036-A3, ST-K1037 and ST-K1038.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$19,078,991

- **Subtask R4.24**
Scope: Design, secure permits, traffic control, construct a pedestrian bridge at Ventura St in the City of Fresno. FACILITY WORK is shown on Drawing ST-K1040.
Estimated Period of Performance: 18 Months
The estimated value for this FACILITY WORK is \$2,100,000

- **Subtask R4.25**
Scope: Design, secure permits, traffic control, construct roadway modifications in the City of Fresno. Roadway modifications include the removal of Golden State Blvd Ramps at SR 41, California Ave closure, Rail Road Ave closure, Cherry Ave closure and Lorena St closure. FACILITY WORK is shown on Drawing CB1662, CB1663, TT-D3012, TT-D1018, TT-D1019 and CV-T5005.
Estimated Period of Performance: 24 Months
The estimated value for this FACILITY WORK is \$8,912,000

- **Subtask R4.26**
Scope: Design, secure permits, traffic control, construct a double track underground trench between Lorena St and Orange Ave and roadway modifications in the City of Fresno. Roadway modifications include Florence Ave closure, Belgravia Ave closure, East Ave closure and Railroad Ave closure. FACILITY WORK is shown on Drawing CB1663, CB1664, CB1665, SV2191, SV2192, SV2193, SV2194, SV2195, SV2196, SV2197, SV2198, TT-D1019, TT-D1020, TT-D1021, ST-Y1010,

TASK ORDER NO. COF00004

CHSRP Interaction Removal or Relocation Plan

ST-Y1011, ST-Y1012, ST-Y1013, ST-Y1014, ST-Y1015, ST-Y1016, ST-Y1017, CV-T1031, CV-T1032, CV-T1033, CV-T1034, CV-T1035, CV-T5006 and CV-T5007.

Estimated Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$317,776,000

- **Subtask R4.27**

Scope: Design, secure permits, traffic control, construct a double track elevated viaduct, aerial steel truss bridges and retained fill walls on both sides to allow HST to go over Golden State Blvd, Burlington Northern Santa Fe Railroad Tracks, Fresno Colony No 24 Canal, Hardy Ave, North Ave, Cedar Ave, SR 99, North Central No 26 Canal and Muscat Ave and roadway modifications in the City of Fresno. Roadway modifications include Orange Ave closure and Malaga Ave closure. FACILITY WORK is shown on Drawing SV2201, SV2202, SV2203, SV2204, SV2205, SV2206, SV2207, SV2208, CB1665, CB1666, CB1667, CB1668, CB1669, TT-D1021, TT-D1022, TT-D1023, TT-D1024, TT-D1025, ST-J3012, ST-J3013, ST-J3014, ST-J3015, ST-J1001, ST-J1002, ST-J1003, ST-J1004, ST-J1005, ST-J1006, ST-J1007, ST-J1008, ST-J1009, CV-T5007 and CV-T5008

Estimated Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$89,696,489

- **Subtask R4.28**

Scope: Design, secure permits, traffic control, construct a bridge and a pedestrian bridge at Church Ave and roadway modifications in the City of Fresno. Roadway modifications include the relocation and modification of the existing railroad crossing gates, closure of Railroad Ave, realignment of G St, realignment of Golden State Blvd, realignment of Old Church Ave, closure of East Ave. FACILITY WORK is shown on Drawing CB1664, CT1021, TT-D1019, TT-D1020, CV-T1031, CV-T1032, CV-T1033, CV-T1034, CV-T1035, ST-K1045 and ST-K1046.

Estimated Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$23,180,206

- **Subtask R4.29**

Scope: Design, secure permits, traffic control, construct a bridge at Central Ave and roadway modifications in the City of Fresno. Roadway modifications include a new intersection at Central Ave and Cedar Ave. FACILITY WORK is shown on Drawing CB1669, CT1025, TT-D1025, CV-T1036, CV-T1037, CV-T1038, CV-T3013 and ST-K1047.

Estimated Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$18,580,206

- **Subtask R4.30**

Scope: Design, secure permits, traffic control, construct a bridge at American Ave and roadway modifications in the City of Fresno. Roadway modifications include new intersections at American Ave and Maple Ave and American Ave and Cedar Ave. WORK is shown on Drawing CB1671, CT1028, TT-D1027, CV-T1039, CV-T1040, CV-T3013 and ST-K1048.

Estimated Period of Performance: 24 Months

The estimated value for this FACILITY WORK is \$15,859,955

- **Subtask R4.31**

Scope: AUTHORITY'S CONTRACTOR shall reimburse the CITY for all costs resulting from plan check review, permits, inspection and testing (inspection & testing in an oversight Quality

TASK ORDER NO. COF00004

CHSRP Interaction Removal or Relocation Plan

Assurance capacity only). AUTHORITY'S CONTRACTOR is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout. The estimated value does not include plan check review and inspection costs for false work since CITY will require AUTHORITY'S CONTRACTOR to review and certify.

Period of Performance: 36 Months

The estimated value for this FACILITY WORK is \$2,000,000

3. Project Schedule

Deadlines for the completion of FACILITY WORK are provided for in the contract between AUTHORITY and AUTHORITY'S CONTRACTOR.

4. Schedule for FACILITY WORK (This TASK ORDER Only)

AUTHORITY'S CONTRACTOR shall complete the design work in accordance with the schedule specified in this TASK ORDER. AUTHORITY'S CONTRACTOR shall commence construction work only after acceptance of the final design for such work in accordance with Appendix C – Design Build Procedures of the Master Agreement.

Design:

Start Date: January 2013

Completion Date: June 2013

Construction:

Start Date: June 2013

Completion Date: February 2016

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

PERFORMANCE OF THE FACILITY WORK

1. Design

The design furnished by AUTHORITY'S CONTRACTOR pursuant to this TASK ORDER shall be substantially in accordance with the Proposed Preliminary Design (see Appendix C – Design Build Procedures of the Master Agreement) attached to this TASK ORDER, and shall be consistent with 30% design submittal of the PROJECT plans. All plans for FACILITY WORK are subject to review by AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR, in accordance with the time frames and procedures set forth in Appendix C – Design Build Procedures of the Master Agreement.

BY CITY: CITY will review FACILITY PLANS and be entitled to have a reasonable number of representatives on site of PROJECT to verify the FACILITY WORK is being properly performed by AUTHORITY'S CONTRACTOR.

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

2. Construction

AUTHORITY'S CONTRACTOR will perform all the construction services for the FACILITY WORK. The construction of FACILITY WORK shall be performed substantially in accordance with the final FACILITY PLANS. Deviations from the final FACILITY PLANS may occur only in conformity with the Master Agreement.

LIABILITY FOR WORK

In accordance with Section 3 of the Master Agreement, CITY and AUTHORITY shall each be responsible for the cost of the FACILITY WORK as specified herein. The total estimated cost for the FACILITY WORK is \$1,323,471,007.

Cost Allocation

AUTHORITY pays 100 % and CITY pays 0 % of cost of FACILITY WORK

COST ESTIMATE

The amounts stated herein are estimates of the costs associated with the FACILITY WORK. Authorized expenditures and reimbursements will be based on the terms of the Master Agreement.

1. For Work by CITY

CITY's costs for FACILITY WORK shall be developed pursuant to Section 5, "Payment of Work," of the Master Agreement, and shall be performed in accordance with the procedures set forth in Section 4, "Performance of Work" and Appendix C – Design Build Procedures of this Master Agreement.

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

2. For Work by AUTHORITY'S CONTRACTOR

AUTHORITY has prepared an initial cost estimate in the amount of \$1,323,471,007 for the FACILITY WORK included in this TASK ORDER.

AUTHORITY'S CONTRACTOR shall prepare an independent cost estimate for the FACILITY WORK which shall be submitted for AUTHORITY's approval. Such estimate will reflect appropriate estimated charges for BETTERMENT and salvage value, if any. Upon approval, the parties shall revise this TASK ORDER to incorporate the approved estimate.

BETTERMENT, ACCRUED DEPRECIATION, SALVAGE

CITY shall credit AUTHORITY for the actual cost of any BETTERMENT, salvage value, and accrued depreciation on the FACILITIES as required pursuant to the Master Agreement, and pay the AUTHORITY'S CONTRACTOR for the actual cost of any BETTERMENT constructed by AUTHORITY'S CONTRACTOR.

The FACILITY WORK in this TASK ORDER does not include any BETTERMENT

BILLING AND PAYMENT

Billing and payment shall be in accordance with Section 5, "Payment for Work," of the Master Agreement.

CONTACTS

The contacts for this TASK ORDER will be as follows:

CITY: Scott Mozier

AUTHORITY: Tony Valdez

AUTHORITY'S CONTRACTOR:

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

SIGNATURES

This TASK ORDER shall become effective upon the later of:

- (A) The date of signing by the last party signing this TASK ORDER, or
- (B) The completion AUTHORITY's review as indicated by the signature of AUTHORITY's representative, below.

IN WITNESS WHEREOF, this TASK ORDER has been executed under the provisions of Agreement No. _____ between the AUTHORITY, CITY, and AUTHORITY'S CONTRACTOR. By signature below, the parties hereto agree that all terms and conditions of this TASK ORDER No. ____ and Agreement No. ____ shall be in full force and effect.

CITY:

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title:

CITY'S Legal Review

BY: _____ **DATE:** _____
Signature –CITY'S Legal Counsel

California High Speed Rail Authority (AUTHORITY)

BY: _____ **DATE:** _____
Signature

Typed Name: _____

Typed Title: _____

AUTHORITY Legal Review

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

(CONTRACTOR):

TASK ORDER NO. COF00004
CHSRP Interaction Removal or Relocation Plan

BY: _____ **DATE:** _____

Signature

Typed Name: _____

Typed Title: _____