



# RESOURCE MANAGEMENT AGENCY COUNTY OF TULARE AGENDA ITEM

## BOARD OF SUPERVISORS

ALLEN ISHIDA  
District One

PETE VANDER POEL  
District Two

PHILLIP A. COX  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** September 17, 2013

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

**SUBJECT:** Agreement with the California High Speed Rail Authority for Preliminary Engineering Services for the High Speed Rail Project

**REQUEST(S):**

That the Board of Supervisors:

1. Approve the agreement with the California High Speed Rail Authority in the amount of \$151,400, effective upon approval by the California Department of General Service and expiring on December 31, 2015, to reimburse the County for costs incurred in performing tasks needed to develop preliminary information on County facilities within the proposed right of way alignment of the high speed rail project; and
2. Authorize the Chairman to sign the agreement upon review and approval as to form by County Counsel.

**SUMMARY:**

Staff has been working with the California High Speed Rail Authority (HSRA) to develop an agreement between the HSRA and the County for repayment of costs incurred by the County in securing preliminary data for roadway improvements impacted by the new high speed rail line. The HSRA has agreed to compensate the County for staff costs to perform this work up to \$151,400. Tasks Tulare County will complete include: verification of existing County utilities within the right of way of the proposed rail alignment; reproduction of existing utility plans; review of impacts to the roadway alignment caused by the rail; and consultation in meetings to discuss the issues at hand.

Staff anticipates that preliminary design work within Tulare County will commence in

**SUBJECT:** Agreement with the California High Speed Rail Authority for Preliminary Engineering Services for the High Speed Rail Project  
**DATE:** September 17, 2013

late 2013 and any proposed changes to the roadway network will need to be resolved to not affect the roadway geometrics.

The Fresno-Bakersfield high speed rail route is over 118 miles long, however, only 23 miles transects Tulare County. The alignment generally enters Tulare County from the north southeast of the city of Corcoran, then heads southeasterly toward the city of Wasco, exiting Tulare County west of Road 80. Within this section there are four proposed route alternative alignments, which are under review:

- C1- Through Corcoran
- C2- Corcoran bypass
- A1- West of Allensworth Park
- A2- Along the BNSF railroad alignment, east of Allensworth Park

With each of these proposed alignments, various County roadways will be affected and may require relocation or modification. The agreement would obligate the HSRA to reimburse the County up to a maximum of \$151,400 for costs incurred in performing the items listed in the scope of work. This agreement would become effective upon approval by the California Department of General Services and will terminate on December 31, 2015.

**FISCAL IMPACT/FINANCING:**

There is no net cost to the County General Fund. The County's costs for services under the proposed agreement will be paid for by the High Speed Rail Authority.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

Safety and security includes the goal of improving and maintaining an adequate transportation infrastructure. The High Speed Rail Project will ultimately provide an alternative travel option for the people of California.

**SUBJECT:** Agreement with the California High Speed Rail Authority for Preliminary Engineering Services for the High Speed Rail Project  
**DATE:** September 17, 2013

**ADMINISTRATIVE SIGN-OFF:**

**Britt L. Fussel** Digitally signed by Britt L. Fussel  
DN: cn=Britt L. Fussel, o=RMA,  
email=bfussel@co.tulare.ca.us,  
c=US  
Date: 2013.08.26 08:01:21 -07'00' **8/26/13**

---

Britt L. Fussel, P.E. Date  
Assistant Director—Public Works  
County Surveyor

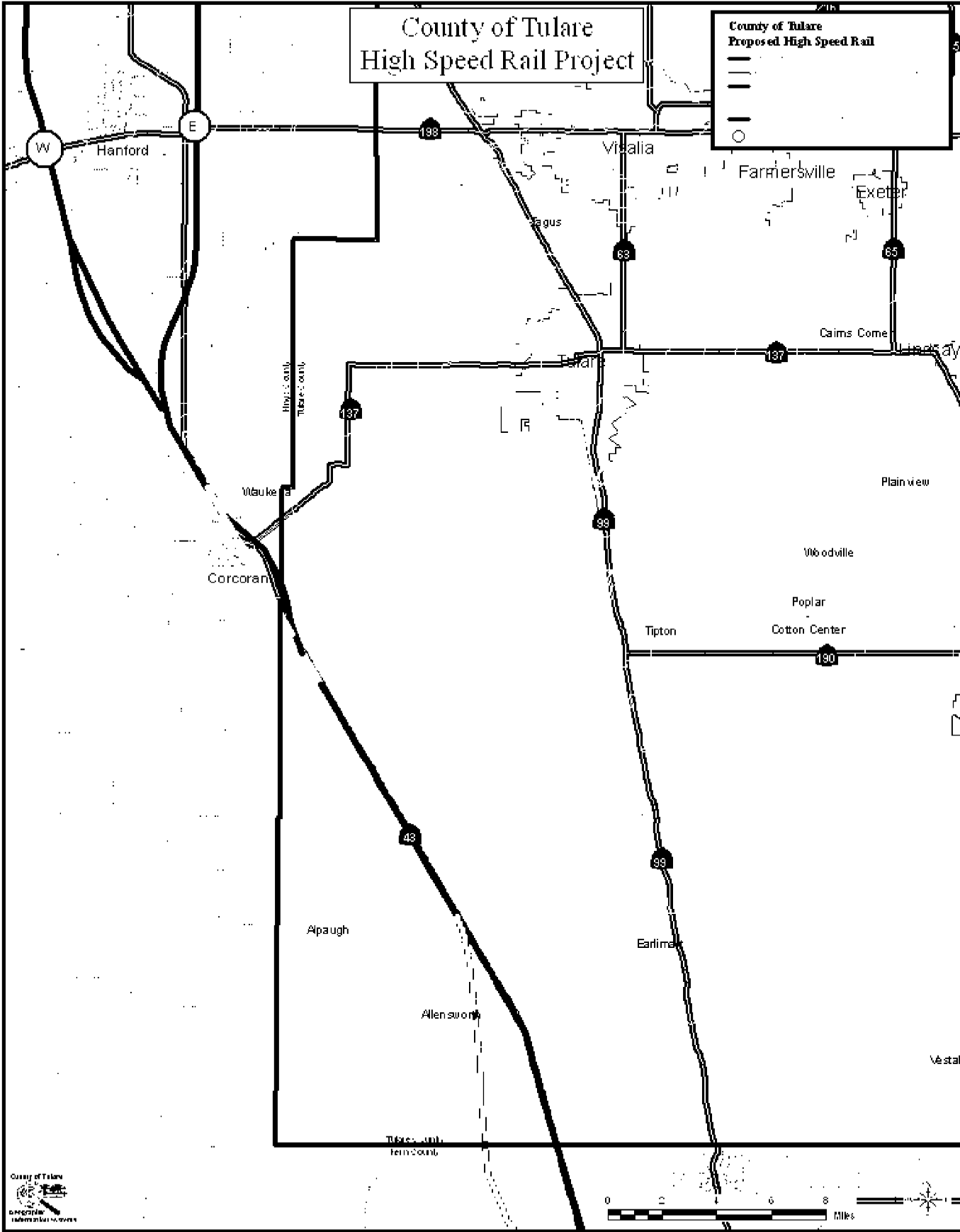
BLF:mb

Cc: Auditor-Controller  
County Counsel  
County Administrative Office (2)

Attachment(s): Attachment A – Alignment Location Map  
Attachment B – Agreement  
Attachment C – Form GTC-610, General Terms and Conditions

1. Approved the agreement with the California High Speed Rail Authority in the amount of \$151,400, effective upon approval by the California Department of General Service and expiring on December 31, 2015, to reimburse the County for costs incurred in performing tasks needed to develop preliminary information on County facilities within the proposed right of way alignment of the high speed rail project; and
2. Authorized the Chairman to sign the agreement upon review and approval as to form by County Counsel.

Attachment A



Attachment B

Agreement

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

Agreement Number

**HSR13-14**

Registration Number

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

STATE AGENCY'S NAME

**California High-Speed Rail Authority**

CONTRACTOR'S NAME

**County of Tulare**

2. The term of this Agreement is: **July 1, 2013** through **December 31, 2015**  
or upon DGS approval

3. The maximum amount of this Agreement is: **\$151,400.00**  
**One Hundred Fifty-One Thousand Four Hundred Dollars and Zero Cents**

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

Exhibit A – Scope of Work	2 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	1 page
Exhibit D – Special Terms and Conditions	5 pages
Exhibit E – Supplemental Terms And Conditions For Contracts Using Federal Funds	12 pages
Attachment 1 – Cost Proposal	3 page

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**County of Tulare**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Pete Vander Poel, Chairman**

ADDRESS

**2800 W Burrel Ave, Visalia, CA 93219-4582**

**STATE OF CALIFORNIA**

AGENCY NAME

**California High-Speed Rail Authority**

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Jeff Morales, Chief Executive Officer**

ADDRESS

**770 L Street, Suite 800, Sacramento CA 95814**

**California Department of General Services  
Use Only**

☐ Exempt per:

EXHIBIT A  
SCOPE OF WORK

**1. BACKGROUND, GOALS AND PURPOSE**

- A. The California High-Speed Rail Authority (Authority) is undertaking a project to design and construct a high-speed rail line to connect major cities in California. The system is scheduled to begin operation in 2020. The California High-Speed Train Project (Project) will have a nominal end-to-end length of 800 miles with trains traveling at speeds of up to 220 mph. The Project will be built in multiple phases and the Authority will operate in and out of the Contractor's service territory.
- B. To facilitate the construction of the Project, the Authority requires Contractor to perform work as described in Section 2 of this Exhibit.
- C. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

Authority Contract Manager: Shahin Pourvahidi, P.E.  Address: 770 L Street, Suite 800 Sacramento, CA 95814 Phone: (916) 384-0564 Fax: (916) 322-0827 e-mail: shahin.pourvahidi@hsr.ca.gov	Contractor Project Manager: Assistant Director – Public Works. Address: 5961 South Mooney Blvd Visalia, CA 93277 Phone: (559) 624-7000 Fax: (559) 730-2653 e-mail: bfussel@co.tulare.ca.us
--	---

**2. SCOPE OF WORK**

- A. The Authority agrees to provide the Contractor a notice to proceed from the Authority's Contract Manager, a proposed alignment, segment number(s), and any other information about the Project segment to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment.
- B. Within 90 days of receipt of Authority's notice to proceed, Contractor shall provide the Authority in writing with: (i) plans with markups identifying the location of Contractor's existing facilities within the Authority's proposed alignment including as-built drawings, if available, and (ii) documentation of prior rights with respect to the identified conflicts.
- C. During the term of this agreement, the Authority and Contractor shall meet and confer with regard to facility relocation including engineering issues and negotiation and execution of agreements required to facilitate any necessary relocation.
- D. All services performed by the Contractor pursuant to this agreement are intended to be performed in accordance with all applicable Federal, State and County of Tulare laws,



EXHIBIT A  
SCOPE OF WORK

ordinances, regulations and Authority published manuals, policies and procedures. This includes but is not limited to the California Public Records Act, the Ralph M. Brown Act, and the California Environmental Quality Act.

**3. SCHEDULE OF SERVICES**

- A. This Agreement will commence on the 1<sup>st</sup> day of July, 2013 or upon approval by the Department of General Services if required, whichever is later, and shall continue until satisfactory completion of all services described herein unless otherwise terminated as provided herein. The Agreement shall expire on the 31<sup>st</sup> day of December, 2015. The parties may amend this agreement as permitted by law.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. FUNDING REQUIREMENTS**

- A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project, the Authority shall have the option to either: 1) cancel this Agreement with no liability occurring to the Authority; or 2) offer an agreement amendment to the Contractor to reflect the reduced amount.
- C. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

**2. COMPENSATION, INVOICING AND PAYMENT**

- A. The total amount payable by the Authority for this Agreement shall not exceed \$151,400.00. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less. Contractor will only be paid for actual costs incurred.
- B. This Agreement is of no effect unless approved by the Department of General Services, if required. Contractor shall not be entitled to payment for work performed prior to approval of this Agreement and before receipt of notice to proceed by the Authority's Contract Manager. No work shall begin before that time.
- C. Invoices shall include the Agreement Number, include actual hours worked (individual name and position), actual costs for salaries/benefits, travel and other direct and indirect costs (by individual), and with accompanying receipts and other documentation to support travel /other direct costs.
- D. Invoices shall be submitted monthly in arrears to:

California High-Speed Rail Authority

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

Financial Operations Section  
770 L Street, Suite 800  
Sacramento, CA 95814

- E. During the term of this Agreement, the Contractor's Project Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, may be changed by advance written notice without the necessity of an amendment to the agreement. A request for change must be in writing, on Contractor's letterhead, identifying the names, positions, and rates for each member that is added or removed. There shall be no change without prior written approval by the Authority's Contract Manager.
- F. There shall be no change in the rate of a project team member without prior written approval by the Authority's Contract Manager. A request for change must be in writing, on Contractor's letterhead, identifying the name, position, rate change, and reason for rate change.
- G. The Authority may demand that the Contractor terminate the work at any time. Immediately following receipt of written notice of such termination from the Authority, Contractor shall terminate the work as demanded. In such case, the Authority shall reimburse Contractor only for the costs actually incurred for the performance of the terminated work.

**3. COST PRINCIPLES**

- A. Contractor agrees to comply with procedures in accordance with Title 2 Code of Federal Regulations, Part 225, Cost Principles for State, Local, and Indian Tribal Governments.
- B. The Contractor agrees to comply with Federal procedures in accordance with Title 49 Code of Federal Regulations, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under Title 2 Code of Federal Regulations, Part 225 or Title 49 Code of Federal Regulations, Part 18 are subject to repayment by the Contractor to the Authority.

**4. CONTINGENT FEE**

The Contractor certifies, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

understanding for a commission, percentage, brokerage, or contingent fee, with the exception of bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Authority has the right to annul this Agreement without liability, pay only for the value of the work actually performed, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

EXHIBIT C:  
GENERAL TERMS AND CONDITIONS (GTC 610)

**PLEASE NOTE:** This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

THE REST OF THIS PAGE IS BLANK.

EXHIBIT D  
SPECIAL TERMS AND CONDITIONS

**1. EARLY TERMINATION**

- A. **Termination:** The Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor, or upon thirty (30) calendar days written notice to the Contractor if terminated for the convenience of the Authority.
- B. **Termination Issues For Subcontractors, Suppliers, And Service Providers:** The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Contractor.
- C. **Contractor Claims Against This Agreement Under Early Termination:** The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Contractor of payment in the total amount agreed upon as full and final payment of its costs for performance and early termination of this Agreement.

**2. NON-DISCRIMINATION**

This section regarding non-discrimination is in addition to GTC 610 and any Federal Requirements.

- A. During the performance of this agreement, the 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), medical condition (cancer), age, marital status, or deny family and medical care leave, and deny of pregnancy disability leave. Contractors and subcontractors shall insure the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Contractor and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 *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. The Contractor and

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

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.

- B. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this agreement.
- C. The Contractor's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**3. RETENTION OF RECORD/AUDITS**

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors, and the Authority shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of expiration under this Agreement. The Authority, the State Auditor, or any duly authorized representative having jurisdiction under any laws or regulations shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transcriptions, and copies thereof shall be furnished if requested.
- B. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.

**4. PURCHASE OF EQUIPMENT**

No equipment identified in this Agreement is approved for purchase.

**5. DEBARMENT AND SUSPENSION CERTIFICATION**

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

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

- 1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
- 3) Does not have a proposed debarment pending; and
- 4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

- B. Any exceptions to this certification must be disclosed to the Authority. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

**6. SUBCONTRACTING**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons whether directly or indirectly employed by any of them as it is for the acts and omission of persons directly employed by the Contractor. The Contractor's obligations to pay its subcontractors are an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**7. OWNERSHIP OF DATA**

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the Authority and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- C. The Contractor is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by the Authority of the machine readable information and data provided by the Contractor under this agreement; further, the Contractor is not liable for claims, liabilities or losses arising out of, or connected with, any use by the Authority of the project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.
- D. Any sub agreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**8. CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.
- B. The Contractor shall protect all Authority data from loss and disaster and shall have a data disaster recovery plan in place.
- C. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Contractor to further disclose such information or disseminate the same on any other occasion.
- D. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, Contractor's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- E. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the Contractor to any entity, other than the Authority.

**9. CONFLICT OF INTEREST**

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

- A. During the term of this Agreement, the Contractor shall disclose any financial, business, or other relationship with the Authority that may have an impact upon the outcome of this Agreement or any ensuing Authority construction project. The Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Authority construction project.
- B. The Contractor hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. The Contractor and its employees, and all its subcontractors and employees, shall comply with the Authority's Conflict of Interest Code and Organizational Conflict of Interest Policy.
- D. Any subagreement in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**10. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The Contractor certifies that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised by or paid to any Authority agency employee. For breach or violation of this warranty, the Authority shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

**1. FEDERAL REQUIREMENTS**

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

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

**2. COMPLIANCE WITH FEDERAL REQUIREMENTS**

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

**3. FEDERAL STANDARDS**

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

**4. FEDERAL LOBBYING ACTIVITIES CERTIFICATION**

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

- A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

or Federal Agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal Agreement, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The Contractor also agrees that by signing this document, it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

**5. DEBARMENT AND SUSPENSION**

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

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

The Contractor shall include a term or condition in the contract documents for each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S.

EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

OMB guidance, each subcontractor will review the “Excluded Parties Listing System,” will obtain certifications from lower tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

**6. SITE VISITS**

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

**7. SAFETY OVERSIGHT**

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

**8. ENVIRONMENTAL PROTECTION**

The Contractor and any subcontractor under this Agreement shall comply with all applicable environmental requirements and regulations, including any amendments, as follows:

- A. **Clean Air:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency Regional Office.
- B. **Clean Water:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Authority, and understands and agrees that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

- C. **Energy Conservation:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6421 *et seq.*)
- D. **Agreement Not To Use Violating Facilities:** The Contractor agrees not to use any facility to perform work hereunder that is listed on the List of Violating Facilities maintained by the EPA. The Contractor shall promptly notify the Authority if the Contractor any subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Contractor's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware.
- E. **Environmental Protection:** The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 *et seq.*
- F. **Incorporation of Provisions:** The Contractor shall include the above provisions (1) through (6) in every subcontract hereunder exceeding \$50,000 financed in whole or in part with federal assistance provided by the FRA.

**9. CIVIL RIGHTS**

The following requirements apply to this Agreement:

- A. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended; 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended; 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990; 42 U.S.C. § 12132; and 49 U.S.C. § 306, the Contractor agrees that it will not discriminate against any individual because of race, color, religion, national origin, sex, age or disability in any activities leading up to or in performance of this Agreement. In addition, the Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements that FRA may issue.
- B. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to this Agreement:

EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

- i. Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” including 41 C.F.R 60 *et seq.* (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, or age. Such action shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
- ii. Age: In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.
- iii. Disabilities: In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, and to comply with Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

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

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FRA, modified only if necessary to identify the affected parties.

**10. CARGO PREFERENCE**

The Contractor agrees to the following:

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

**11. PROPERTY, EQUIPMENT AND SUPPLIES**

- A. Contractor agrees that Project property, equipment, and supplies shall be used for the Project activity for the duration of its useful life, as determined by FRA. Should the Contractor unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the Contractor agrees that FRA may require the Contractor to return the entire amount of FRA assistance expended on that property, equipment, or



EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

supplies. The Contractor further agrees to notify the Authority when any Project property or equipment is withdrawn from use in the Project activity.

- B. Contractor agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued.
- C. Contractor agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.
- D. The Contractor agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section.
- E. Contractor agrees that FRA may:
  - iv. Require the Contractor to transfer title to any property, equipment, or supplies financed with FRA assistance, as permitted by 49 C.F.R. §§ 19.30 through 19.37 inclusive.
  - v. Direct the disposition of property or equipment financed with FRA assistance as set forth by 49 C.F.R. §§ 19.30 through 19.37 inclusive.
- F. If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by FRA, whether planned withdrawal, misuse or casualty loss, the Contractor agrees to notify the Authority immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 19.30 through 19.37 inclusive.
- G. Unless expressly authorized in writing by the Authority, the Contractor agrees to refrain from:
  - i. executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect Authority or FRA interest in any Property or equipment; or
  - ii. obligating itself in any manner to any third party with respect to Project property or equipment.

EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

Contractor agrees to refrain from taking any action or acting in a manner that would adversely affect FRA's interest or impair the Authority's continuing control over the use of Project property or equipment.

**12. FLOOD HAZARDS**

Contractor agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012(a) with respect to any construction or acquisition Project.

**13. ARRA FUNDED PROJECT**

Funding for this Agreement has been provided through the America 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 Agreement if any Contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

**14. ENFORCEABILITY**

Contractor agrees that if the 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 allowing an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

**15. LABOR PROVISIONS**

49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, U.S.C., and any other statute that adopts that definition or in which that definition applies, including the Railroad Retirement Act of 1974 (45 U.S.C. 231 *et seq.*), the Railway Labor Act (45 U.S.C. 151 *et seq.*), and the Railroad Unemployment Insurance Act (45 U.S.C. 351 *et seq.*) To the extent required by 49 U.S.C. 24405(b) and other laws referenced above, the Contractor shall reflect these provisions in its agreements funded in whole or in part by this Agreement with entities operating rail services over such rail infrastructure.

**16. LABOR PROTECTIVE ARRANGEMENTS**

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

The Contractor agrees to comply with the applicable protective arrangements established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976 (4R Act), 45 U.S.C. 836, with respect to employees affected by actions taken in connection with the Project. The Contractor also agrees to include the applicable protective arrangements established by the U.S. DOL under 45 U.S.C. 836 in its arrangements with entities operating rail services over rail infrastructure constructed as part of this Agreement.

**17. PROHIBITION ON USE OF ARRA FUNDS**

Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this Agreement may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**18. REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS**

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

**19. WAGE RATE REQUIREMENTS**

Payment of prevailing wages on the Project is required by 49 U.S.C. 24405(c)(2) and ARRA section 1606. For Project components that use or would use rights-of-way owned by a railroad, the Contractor shall comply with the Provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For Project components that do not use or would not use rights-of-way owned by a railroad, the Contractor will comply with the provisions of 40 U.S.C 3141 *et seq.*

**20. 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, the United States Department of Transportation Secretary, or their representatives or the appropriate Inspector General appointed

**EXHIBIT E**  
**SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS**

under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to:

- A. Examine any records that directly pertain to, and involve transactions relating to, this Agreement; and
- B. 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.

**21. 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:

- A. Gross mismanagement of a contract relating to ARRA funds;
- B. A gross waste of ARRA funds;
- C. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- D. An abuse of authority related to implementation or use of ARRA funds; or
- E. 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.

**22. 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

EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

**23. 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 Authority 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 expended or obligated, including:
  - i. The name of the project or activity;
  - ii. A description of the project activity;
  - iii. An evaluation of the completion status of the project or activity; and
  - iv. An estimate of the number of jobs created and/or retained by the project or activity;
- D. For any contracts 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;

EXHIBIT E  
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL  
FUNDS

- viii. The primary location of the contract, including the city, state, congressional district and county;
- 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 received:
  - 80% or more of its annual gross revenues in Federal awards;
  - \$25,000,000 or more in annual gross revenue from Federal awards and;
  - If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986;
- E. For any contract 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.
- F. Any other information reasonably requested by the State of California or required by state or federal law or regulation.

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

## BUDGET/COSTS

Any invoice submitted by contractor will identify line item costs and corresponding task number

Task #	Name/Position	Personal Services		Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total by Task
		\$/Hr	Hrs	Total \$						
	<b>MASTER AGREEMENT</b>									
	<b>Risk Management</b>									
1.1A	Assistant Director	\$ 100.84	3	\$ 302.52	\$ 75.63		\$ 90.76			\$ 468.90
1.1A	Chief Engineer - Traffic (PM)	\$ 80.61	3	\$ 241.84	\$ 60.46		\$ 72.55			\$ 374.85
1.1A	Attorney	\$ 110.00	12	\$ 1,320.00	\$ 330.00		\$ 396.00			\$ 2,046.00
1.1B	Attorney	\$ 110.00	20	\$ 2,200.00	\$ 550.00		\$ 660.00			\$ 3,410.00
	<b>Legal Review</b>									
1.2A	Chief Engineer - Traffic (PM)	\$ 80.61	3	\$ 241.84	\$ 60.46		\$ 72.55			\$ 374.85
1.2A	Attorney	\$ 110.00	32	\$ 3,520.00	\$ 880.00		\$ 1,056.00			\$ 5,456.00
1.2B	Attorney	\$ 110.00	15	\$ 1,650.00	\$ 412.50		\$ 495.00			\$ 2,557.50
1.2C	Attorney	\$ 110.00	15	\$ 1,650.00	\$ 412.50		\$ 495.00			\$ 2,557.50
	<b>Project Meeting</b>									
1.3A	Assistant Director	\$ 100.84	5	\$ 504.19	\$ 126.05		\$ 151.26			\$ 781.50
1.3A	Chief Engineer - Traffic (PM)	\$ 80.61	15	\$ 1,209.21	\$ 302.30		\$ 362.76			\$ 1,874.27
1.3A	Engineer III - Surveys	\$ 62.07	20	\$ 1,241.47	\$ 310.37		\$ 372.44			\$ 1,924.28
1.3A	Engineer Tech. - Surveys	\$ 37.85	8	\$ 302.82	\$ 75.71		\$ 90.85			\$ 469.37
1.3B	Chief Engineer - Traffic	\$ 80.61	25	\$ 2,015.35	\$ 503.84		\$ 604.60			\$ 3,123.79
1.3B	Engineer IV - Roads	\$ 73.12	12	\$ 877.43	\$ 219.36		\$ 263.23			\$ 1,360.02
1.3A	Engineer III - Surveys	\$ 62.07	40	\$ 2,482.94	\$ 620.73		\$ 744.88			\$ 3,848.55
1.3A	Engineer Tech. - Surveys	\$ 37.85	8	\$ 302.82	\$ 75.71		\$ 90.85			\$ 469.37
	<b>Staff Effort</b>									
1.4A	Assistant Director	\$ 100.84	10	\$ 1,008.39	\$ 252.10		\$ 302.52			\$ 1,563.00
1.4A	Chief Engineer - Traffic	\$ 80.61	20	\$ 1,612.28	\$ 403.07		\$ 483.68			\$ 2,499.03
1.4A	Engineer IV - Roads	\$ 73.12	16	\$ 1,169.91	\$ 292.48		\$ 350.97			\$ 1,813.36
1.4B	Assistant Director	\$ 100.84	20	\$ 2,016.78	\$ 504.19		\$ 605.03			\$ 3,126.01
1.4B	Chief Engineer - Traffic	\$ 80.61	10	\$ 806.14	\$ 201.53		\$ 241.84			\$ 1,249.52
1.4C	Engineer III - Surveys	\$ 62.07	30	\$ 1,862.20	\$ 465.55		\$ 558.66			\$ 2,886.41
1.4D	Assistant Director	\$ 100.84	5	\$ 504.19	\$ 126.05		\$ 151.26			\$ 781.50
1.4D	Finance Director	\$ 83.45	15	\$ 1,251.81	\$ 312.95		\$ 375.54			\$ 1,940.30
1.4D	Accountant	\$ 45.93	30	\$ 1,378.01	\$ 344.50		\$ 413.40			\$ 2,135.91
1.4E	Assistant Director	\$ 100.84	5	\$ 504.19	\$ 126.05		\$ 151.26			\$ 781.50
1.4E	Chief Engineer - Traffic	\$ 80.61	30	\$ 2,418.42	\$ 604.60		\$ 725.53			\$ 3,748.55
1.4F	Assistant Director	\$ 100.84	5	\$ 504.19	\$ 126.05		\$ 151.26			\$ 781.50

Task #	Personal Services			Fringe Benefits	Operating Expenses	Travel Expenses	Overhead	Equipment	Other	Total by Task
	Name/Position	\$/Hr	Hrs	Total \$	Identify fringe benefit costs citing actual benefits or as a percentage of personal service costs.	Include travel expense and per diem. Rates are set at the rate specified by DPA.	This information must be provided.	Include description of equipment.	Any other specific breakdown required to sufficiently explain the budget.	
	<b>MASTER AGREEMENT</b>									
1.4F	Chief Engineer - Traffic	\$ 80.61	10	\$ 806.14	\$ 201.53		\$ 241.84			\$ 1,249.52
	<i>Subtotal for Task 1</i>		442	\$ 35,905.08	\$ 8,976.27		\$ 10,771.52		\$ 55,652.88	
	<b>PRELIMINARY DESIGN</b>									
2.1A	Chief Engineer - Design	\$ 80.61	16	\$ 1,289.82	\$ 322.46		\$ 386.95			\$ 1,999.22
2.1A	Chief Engineer - Traffic	\$ 80.61	20	\$ 1,612.28	\$ 403.07		\$ 483.68			\$ 2,499.03
2.1A	Engineer IV - Design	\$ 73.12	24	\$ 1,754.87	\$ 438.72		\$ 526.46			\$ 2,720.05
2.1A	Engineer III - Design	\$ 62.07	60	\$ 3,724.40	\$ 931.10		\$ 1,117.32			\$ 5,772.83
2.1A	Engineer IV - Roads	\$ 73.12	16	\$ 1,169.91	\$ 292.48		\$ 350.97			\$ 1,813.36
2.1A	Engineer III - Roads	\$ 62.07	16	\$ 993.17	\$ 248.29		\$ 297.95			\$ 1,539.42
2.1A	Engineer III Surveys	\$ 62.07	10	\$ 620.73	\$ 155.18		\$ 186.22			\$ 962.14
2.1A	Engineer Tech. - Surveys	\$ 37.85	4	\$ 151.41	\$ 37.85		\$ 45.42			\$ 234.69
2.1B	Property Management Specialist	\$ 70.00	20	\$ 1,400.00	\$ 350.00		\$ 420.00			\$ 2,170.00
2.1B	Engineer III Surveys	\$ 62.07	20	\$ 1,241.47	\$ 310.37		\$ 372.44			\$ 1,924.28
2.1B	Engineer Tech. - Surveys	\$ 37.85	4	\$ 151.41	\$ 37.85		\$ 45.42			\$ 234.69
2.1C-1	Chief Engineer - Design	\$ 80.61	24	\$ 1,934.73	\$ 483.68		\$ 580.42			\$ 2,998.84
2.1C-1	Chief Environmental Planner	\$ 58.52	15	\$ 877.76	\$ 219.44		\$ 263.33			\$ 1,360.52
2.1C-1	Engineer Tech. III - Surveys	\$ 42.24	4	\$ 168.98	\$ 42.24		\$ 50.69			\$ 261.91
2.1C-1	Engineer III - Design	\$ 62.07	80	\$ 4,965.87	\$ 1,241.47		\$ 1,489.76			\$ 7,697.10
2.1C-2	Engineer IV - Design	\$ 73.12	16	\$ 1,169.91	\$ 292.48		\$ 350.97			\$ 1,813.36
2.1C-2	Engineer Tech. III - Surveys	\$ 42.24	4	\$ 168.98	\$ 42.24		\$ 50.69			\$ 261.91
2.1C-3	Chief Engineer - Traffic	\$ 80.61	40	\$ 3,224.56	\$ 806.14		\$ 967.37			\$ 4,998.06
2.1C-3	Engineer III - Roads	\$ 62.07	16	\$ 993.17	\$ 248.29		\$ 297.95			\$ 1,539.42
2.1C-3	Engineer Tech. III - Surveys	\$ 42.24	3	\$ 126.73	\$ 31.68		\$ 38.02			\$ 196.43
2.1C-4	Engineer Tech. III - Design	\$ 42.24	24	\$ 1,013.85	\$ 253.46		\$ 304.16			\$ 1,571.47
2.1C-4	Engineer Tech. III - Design	\$ 42.24	160	\$ 6,759.01	\$ 1,689.75		\$ 2,027.70			\$ 10,476.46
2.1C-4	Engineer Tech. III - Surveys	\$ 42.24	3	\$ 126.73	\$ 31.68		\$ 38.02			\$ 196.43
2.1C-5	Engineer Tech. III - Surveys	\$ 42.24	3	\$ 126.73	\$ 31.68		\$ 38.02			\$ 196.43
2.1C-6	Chief Engineer - Traffic	\$ 80.61	15	\$ 1,209.21	\$ 302.30		\$ 362.76			\$ 1,874.27
2.1C-6	Engineer III - Roads	\$ 62.07	16	\$ 993.17	\$ 248.29		\$ 297.95			\$ 1,539.42
2.1C-6	Engineer Tech. III - Surveys	\$ 42.24	3	\$ 126.73	\$ 31.68		\$ 38.02			\$ 196.43
2.1C-7	Assistant Director - Planning	\$ 84.76	10	\$ 847.57	\$ 211.89		\$ 254.27			\$ 1,313.73
2.1C-7	Chief Environmental Planner	\$ 58.52	25	\$ 1,462.93	\$ 365.73		\$ 438.88			\$ 2,267.54
2.1C-7	Engineer Tech. III - Surveys	\$ 42.24	4	\$ 168.98	\$ 42.24		\$ 50.69			\$ 261.91
2.1D	Property Specialist	\$ 70.00	40	\$ 2,800.00	\$ 700.00		\$ 840.00			\$ 4,340.00
2.1D	Engineer Tech. III - Surveys	\$ 42.24	6	\$ 253.46	\$ 63.37		\$ 76.04			\$ 392.87
2.1E	Engineer III - Surveys	\$ 62.07	9	\$ 558.66	\$ 139.67		\$ 167.60			\$ 865.92



Overhead costs are those general expenses incurred during normal course of operating a business. At times these costs may be called General & Administrative, Fringe Benefits Costs, Overhead, or Payroll burden.

## Attachment C

Form GTC-610, General Terms and Conditions

EXHIBIT C

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).)