

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
APPROVING HIGH SPEED RAIL
REIMBURSEMENT AGREEMENT #22-27 WITH
THE CALIFORNIA HIGH SPEED RAIL
AUTHORITY FOR REIMBURSEMENT OF COSTS
RELATED TO THE PREPARATION OF A LAND
USE AND VISION PLAN FOR DOWNTOWN
STATION AS PART OF THE GENERAL PLAN
UPDATE**

WHEREAS, reimbursement funds are available from the California High Speed Rail Authority for staffing and other resource costs for City's that provide services during the planning phase of the California High Speed Rail project; and

WHEREAS, the High Speed Rail Authority estimates that the total cost to provide these services is \$500,000.00; and

WHEREAS, the California High Speed Rail Authority administers the funds through reimbursement agreements as shown in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, The City of Merced desires to receive funds from the California High Speed Rail Authority for work related to the planning phase of this project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. The High Speed Rail Reimbursement Agreement #22-27 by and between the California High Speed Rail Authority and the City of Merced, attached hereto as Exhibit "A," is approved.

SECTION 2. The City Manager is authorized to execute the Agreement and approve amendments, in a form approved by the City Attorney, to extend the term and/or increase the amount of funds to be reimbursed to the City of Merced.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2024, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 12-22-23
City Attorney Date

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER HSR22-27	PURCHASING AUTHORITY NUMBER (If Applicable) 2665
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California High-Speed Rail Authority

CONTRACTOR NAME
City of Merced

2. The term of this Agreement is:

START DATE
April 1, 2023 or upon approval by both parties, whichever is later

THROUGH END DATE
June 30, 2026

3. The maximum amount of this Agreement is:
\$500,000.00; Five Hundred Thousand 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	Supplemental Terms and Conditions for Contracts Using Federal Funds	11
+ - Exhibit F	Authorization for Execution	1
+ - Exhibit B, Attachment 1	Rate Sheet	2

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Merced

CONTRACTOR BUSINESS ADDRESS 678 W 18th Street	CITY Merced	STATE CA	ZIP 95360
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PRINTED NAME OF PERSON SIGNING Frank Quintero	TITLE Director of Economic Development
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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EXHIBIT A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER HSR22-27	PURCHASING AUTHORITY NUMBER (If Applicable) 2665
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS 770 L Street, Suite 620 MS 7	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Jeannie Jones	TITLE Chief Administrative Officer
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) PUC 185036
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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**
California High- Speed Rail Authority**UNIT/SECTION**
Contracts and Procurement Branch**MAILING ADDRESS**
700 L Street, Suite 620**FAX****TELEPHONE** (include area code)
(916) 330-5661**CITY**
Sacramento**STATE**
CA**ZIP CODE**
95814**E-MAIL ADDRESS**
kayla.enuka@hsr.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

CCC 04/2017

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. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (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: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §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. (Pub. Contract Code §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.

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 lessor 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 the 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

DARFUR CONTRACTING ACT

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

OPTION # 1- CERTIFICATION

We do not currently have, and have not had within the previous three years, business activities or other operations outside the United States. **(Sign and complete the section below)**

<i>Company/Vendor 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 and State of</i>	

OPTION #2 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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 and State of</i>	

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND AND PURPOSE

- A. The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the nation. The California high-speed rail system will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands. When it is completed, trains will run from San Francisco to the Los Angeles basin in under three hours at speeds capable of over 200 miles per hour. The high-speed rail system will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations. In addition, the Authority is working with regional partners to implement a statewide rail modernization plan that will invest billions of dollars in local and regional rail lines to meet the State’s 21st century transportation needs.
- B. The California High-Speed Rail Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement (Agreement) includes Public Contract Code section 10335, et seq.
- C. This Agreement is between the California High-Speed Rail Authority (Authority and/or State), an agency of the State of California, and the City of Merced, a government entity (City and/ or Contractor). The Authority and Contractor are collectively referred to herein as the “Parties,” or individually as “Party.”
- D. All inquiries during the term of this Agreement will be directed to the Contract Managers identified below:

AUTHORITY	CONTRACTOR (CITY OF MERCED)
Contract Manager: Ben Lichty	Contract Manager: Scott McBride
Address: 770 L Street, Suite 620 Sacramento, CA 95814	Address: 678 W 18 th Street, Merced, CA 95360
Phone: (916) 669-6550	Phone:(209) 385-6818
Email: Ben.Lichty@hsr.ca.gov	Email: McBrideS@cityofmerced.org

The Contract Managers may be changed without amendment as specified in Exhibit D, Section 1 of this Agreement.

The remainder of this page is intentionally left blank.

**EXHIBIT A
SCOPE OF WORK**

- E. The purpose of this Agreement is to provide funding assistance to the City, a high-speed rail station city, to prepare for economic development, land use, and transportation changes that will result from the addition of a high-speed rail station within the City. These funds are provided through the Authority to support local government planning efforts near the planned high speed rail stations.
- F. The City will become a hub for rail, bus, and other mobility modes. Rail service at the station will include Altamont Corridor Express (ACE), Amtrak San Joaquin's, and the California High-Speed Rail (HSR). The governing bodies of these rail services are the San Joaquin Regional Rail Commission (SJRRC), San Joaquin Joint Powers Authority (SJPPA), and the Authority, respectively.
- G. Merced will be the northern terminus of Phase 1 HSR operations. Merced will also be the southern terminus of the ACE Valley Rail Project. The station will be located at O Street and R Street, and W 15th and W 16th Streets. Amtrak San Joaquin's will relocate from the existing Merced station to the HSR station so that all three rail services can be within the one station area. This connection will be made possible by the Merced Intermodal Track Connection (MITC) project which will connect the BNSF corridor to the UP corridor. The SJPPA has initiated planning activities for this project. In the future all rail travel south of Merced will be consolidated onto the HSR route.
- H. The upcoming investment and changes in intrastate rail will allow opportunities for redevelopment to the area surrounding the proposed station. To enable the City to better plan for this unique opportunity, a Station Area Plan (SAP) needs to be created to prepare for the changes in land use, transportation, and several other major issues. It is also anticipated that this area may provide opportunities for Transit Oriented Development (TOD) choices and more affordable housing options. The City has also reserved an overlay section in the Zoning Ordinance to help implement the vision, goals, and policies which will be developed through the Merced General Plan Update (GPU) and SAP.
- I. The preferred SAP scenario will be included in the GPU as an appendix or reference document.

2. SCOPE OF WORK, TASK, DELIVERABLES, AND SCHEDULE

- A. The City agrees to provide the Authority all labor, tools, materials, and equipment necessary to perform station area planning in the City of Merced for the term of this Agreement.
- B. The Authority shall provide the Contractor with a limited notice to proceed (LNTP) outlining the scope of work to commence under this Agreement as well as a proposed alignment, segment number(s), and any other information about the Project segment(s) to assist the Contractor in the investigation of its existing facilities for conflicts with the Project's proposed alignment.

**EXHIBIT A
SCOPE OF WORK**

C. General Task Orders

1. **Task 1: Stakeholder Engagement and Needs Assessment**

- a. The City will procure a consultant team (Consultant) to develop Stakeholder Engagement Plan for the SAP. The City will use a competitive bidding methodology appropriate for the consultant services and will work with the Authority to ensure the labor rates, fees and costs are reasonable prior to contract execution.

The Stakeholder Engagement Plan will involve a variety of outreach activities including, but not limited to, stakeholder and public meetings, websites, surveys, interviews, focus groups, multi-language translation, and documentation. A specific number of meetings and other outreach events will be determined based on consultation with stakeholders and budget availability.

- b. The City, with support from the Consultant, will partner with legislative, community, and transit agency partners to execute the community engagement plan. The engagement planning process will involve assessment and validation of existing conditions, as well as planning and execution of various outreach exercises.
- c. Two (2) working groups will be engaged in the planning process to ensure proposed elements of the SAP are compatible with ongoing major planning activities and that feedback is incorporated as the SAP is developed. The City will continue their existing Technical Working Group (TWG) which includes the Authority, SJJPA, SJRRC, Owner and operator of the Altamont Corridor Express (ACE), Caltrans, Merced County Transit (The Bus)- Merced County Association of Governments (MCAG), and University of California Merced (UC Merced).
- d. The City will also create a Citizen's Advisory Focus Group (CAFG) which shall consist of local business stakeholders, community-based organizations, and city council staff representatives as part of the development of the GPU and SAP.
- e. As a part of the Stakeholder Engagement Plan, the Consultant must also identify recurring coordination meetings with Authority staff. These meetings are separate from the TWG and CAFG.
- f. The Consultant will produce a Stakeholder Engagement Summary which will provide a synopsis of stakeholder engagement activities, including activity dates, g. attendees, and feedback received.
- g. Consistent with City and State goals of advancing equity and discouraging displacement within the station area, the Consultant will conduct a Racial Equity Impact Assessment, which will feed into an Anti-Displacement Assessment and Strategy Report as well as a Jobs/Housing Balance Assessment. This will determine whether there are disproportionate impacts on disadvantaged communities or priority populations in the SAP area and identify potential solutions.

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- h. Relying on the technical expertise of the Consultant, the City will develop an Environmental Justice Assessment to provide background data for the SAP area. This report will identify demographics, health, environmental, and socio-economic conditions for disadvantaged communities in the station area. The City will work to ensure these activities are consistent with State regulations outlined by SB 1000.
- i. Task Deliverables: Stakeholder Engagement Plan, Stakeholder Engagement Activities, Stakeholder Engagement Summary, Agendas and Meeting Minutes, Racial Equity Impact Assessment, Environmental Justice Assessment, Anti-Displacement Assessment and Strategy Report, Jobs/Housing Balance Assessment

Deliverables	Anticipated Deliverables Due Date
Stakeholder Engagement Plan	December 2023
Stakeholder Engagement Activities	Ongoing
Agendas and Meeting Minutes	Ongoing
Racial Equity Impact Assessment	June 2024
Environmental Justice Assessment	June 2024
Anti-Displacement Assessment and Strategy Report	December 2024
Jobs/Housing Balance Assessment	December 2024
Stakeholder Engagement Summary	December 2025

2. **Task 2: Station Area Planning**

- a. The City of Merced is anticipating the arrival of several high-capacity transportation services in the Central Merced/Downtown Merced area. To effectively prepare for the introduction of future ACE, Amtrak, and HSR services, the City of Merced will conduct station area planning to better coordinate first- and last-mile connectivity to the transportation hub. These connections will encourage a higher volume of trips without the need for a single-occupancy vehicle, which is especially important for Merced due to the location of UC Merced. These areas are loosely defined and have flexibility for implementation according to local context. In order to account for the unique circumstances relevant to Central/Downtown Merced, the following tasks will be conducted to plan the future station:

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b. **Task 2.1 Vision Statement and Goals**

The City and the Consultant will develop an updated vision statement and goals for the SAP based on visioning activities previously conducted by the City in 2016. The City will build off the draft Merced Station Area Plan vision statement, which calls for a station area that ensures investments made by the State will improve livability, mobility, and facilitate revitalization opportunities while maintaining the character and charm of downtown Merced. The City and the Consultant will engage with the TWG and SWG to ensure the vision statement and goals meet the needs of the SAP and local stakeholders.

c. The consultant will produce an updated Vision Statement and goals for presentation to the City Council. Approval of the Vision Statement is the foundation of the analysis and shall be performed before completing the rest of this Agreement's Scope of Work.

d. Task Deliverables: Vision Statement (based on April 2016 Vision Statement), SAP Goals (based on April 2016 Project Goals).

Deliverables	Anticipated Deliverables Due Date
Vision Statement (based on April 2016 Vision Statement)	December 2023
SAP Goals	December 2023

e. **Task 2.2 Multimodal Transportation**

Intercity transportation will present mobility challenges and opportunities for improvement in and around the station area. In this task, the Consultant will evaluate the existing conditions of the transportation system relative to the proposed Central/Downtown Merced station, noting the current efficiencies and deficiencies in the system. From there, the Consultant, in partnership with the City and stakeholders, will assess different ways to improve access to the SAP by all modes to reduce vehicle miles traveled and minimize transportation impacts. This work will be conducted using inputs from the City, the Authority, SJJPA, ACE, Caltrans, and other relevant data sources to anticipate and prepare for future transportation scenarios and optimize the increase in mobility provided by the HSR station.

f. Working with the City, the Consultant shall identify and recommend key changes to the multimodal transportation system to improve safety and access for all users and reduce negative effects. Potential recommendations could include, but are not limited to, additional active transportation infrastructure, smart mobility, additional transit service, and changes in land use that are more compatible with

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high-capacity transit, such as transit-oriented development (TOD). Efficient connections to UC Merced and Yosemite National Park shall be prioritized.

- g. The Consultant, in partnership with the City and the Authority, shall perform a Parking Assessment, which will analyze existing supply and utilization of parking in and adjacent to the station area and recommend strategies for provision of parking in the station area, including proposed changes to parking requirements in the zoning code. This assessment shall be conducted to account for changes in land use that are more compatible with high-capacity transit, such as TOD. Case studies relevant to the SAP will be assessed and included in the Parking Assessment.
- h. Task Deliverables: Multimodal Transportation Assessment and Parking Assessment, each including Methodology, Data repository, Draft and Final Report

Deliverables	Anticipated Deliverables Due Date
Multimodal Transportation Assessment (including Methodology, Data repository, Draft and Final Report)	December 2024
Parking Assessment (including Methodology, Data repository, Draft and Final Report)	December 2024

i. **Task 2.3 Develop and Analyze Future Scenarios and Mobility Hub Concept**

Based on the work of the preceding tasks and community and stakeholder engagement, the Consultant shall develop up to three (3) SAP scenarios for evaluation. Exercises related to developing these visions will include creating plans and strategies for revised transportation and access systems as well as developing different land use approaches to focus growth around the SAP and Downtown Merced. This work will include objective, quantifiable targets for growth with community design diagrams and maps.

- j. The SAP scenarios will consider different transportation elements, mobility improvements, socioeconomic factors, equity factors, land use designations, and changes in land use that are more compatible with high-capacity transit, such as TOD. Scenarios can be analyzed using Geographic Information Systems (GIS) to assess benefits and impacts, such as housing units, jobs, greenhouse gas emissions, travel mode changes, and other criteria of community importance. Case studies of successful mobility and land use integration approaches will also be identified and analyzed to evaluate these scenarios.
- k. The recommended SAP scenario will be incorporated into the GPU as an appendix or reference document.

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- l. A Mobility Hub Concept for the recommended scenario will be created to better communicate how the station area will operate as a place where people can seamlessly connect with multiple modes of transportation in a safe, comfortable, and accessible environment. This Mobility Hub Concept should show how different services will be implemented, and how they will integrate with existing and future infrastructure.
- m. Task Deliverables: SAP Scenarios, Transportation Strategies with maps and diagrams, Land Use Strategies with maps and diagrams, SAP Analysis and Recommendation, Mobility Hub Plan for Recommended Scenario

Deliverables	Anticipated Deliverables Due Date
SAP Scenarios	June 2025
Transportation Strategies with maps and diagrams	June 2025
Land Use Strategies with maps and diagrams	June 2025
SAP Analysis and Recommendation	October 2025
Mobility Hub Concept for Recommended Scenario	December 2025

3. **Task 3: Central/Downtown Merced Task**

- a. To further enhance economic vitality, increase housing supply, provide opportunities for mixed use development, and encourage affordable housing in the Central/Downtown Merced area, careful land use planning and economic analysis should be conducted to ensure proposed elements in the Central Merced/Downtown area are sustainable and compatible. With careful consideration of other ongoing planning activities, such as the development of the SAP, the shift to a one-way Main Street, the Merced Active Transportation and Safe Routes to School Plan and others, the following tasks will be performed by the Consultant:

b. **Task 3.1 Statement of Purpose and Visioning**

The City and the Consultant will leverage the community and stakeholder engagement to create potential visions and guiding principles to connect the SAP with Central Merced and Downtown through the City’s General Plan Update and appropriate document elements. This process will help define a SAP where further refinement on land use within the area can shape other policy and implementation tools. Those tools are likely to lead to the High-Speed Rail Overlay Zone, currently reserved High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances.

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- c. Exercises related to developing these visions will include creating plans and strategies for revised transportation and access systems as well as different land use and economic growth strategies for Central/Downtown Merced, including changes in land use that are more compatible with high-capacity transit, such as TOD, mixed use development, and affordable housing. This work will include objective, quantifiable targets for growth, recommended land uses, community design diagrams and maps. These exercises should also explore various options to assist in the implementation including the use of form-based codes.
- d. **Task Deliverables: Definition of the Station Plan Area, Statement of Purpose, Transportation strategies, Land use strategies, Economic growth strategies, Design diagrams, Maps, recommended purpose, applicability, regulations, and standards for the High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances. Recommendation related to the use of Form Based Code within the Station Plan Area.**

Deliverables	Anticipated Deliverables Due Date
Definition of the Station Plan Area	December 2023
Statement of Purpose	December 2023
Transportation strategies	May 2025
Land use strategies	June 2025
Economic growth strategies	July 2025
Design diagrams	July 2025
Maps	July 2025
Recommended purpose, applicability, regulations, and standards for the High-Speed Rail Overlay Zone, Chapter 20.22.030 of the Merced, California – Code of Ordinances	July 2025

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e. **Task 3.2 Absorption Analysis**

Working with the City and leveraging market assessment work that has been completed to date, the Consultant will perform an Absorption Analysis which will study economic development challenges and opportunities in downtown Merced and adjacent areas to understand the potential of shifting new developments currently happening in the suburban areas of Merced to downtown, including proposed approaches for how such a shift could be accomplished. This analysis shall feature existing resources attracting visitors to Merced, such as the UC Merced and Yosemite National Park.

f. Task Deliverables: Absorption Analysis

Deliverables	Anticipated Deliverables Due Date
Absorption Analysis	October 2025

g. **Task 3.3 Develop and Analyze Economic Scenarios**

Given the information acquired through the creation of land use and economic development strategies for Central/Downtown Merced, the Consultant will develop future economic scenarios based on work performed through the previous two tasks. This exercise will better inform the GPU by providing an economic forecast to the City of Merced and inform them of the potential economic productivity of Central/Downtown Merced given each scenario. The City will then choose the best fitting scenario for Merced, which will then be included in the GPU.

h. Task Deliverables: Economic Scenarios, Economic Forecast

Deliverables	Anticipated Deliverables Due Date
Economic Scenarios, Economic Forecast	December 2025

D. The Contractor’s staff will be reimbursed at actual costs not to exceed the hourly rates set forth in Exhibit B, Attachment 1 – Rate Sheet. Subcontractor and vendor costs shall only be reimbursed if such subcontracting is necessary to augment Contractor’s staff, approved by the Authority’s Contract Manager in a written LNTP, compliant with the State Contracting Manual, and any applicable rates are specifically included in Exhibit B, Attachment 1 – Rate Sheet.

**EXHIBIT A
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The Contractor acknowledges that any attorney time must first be specifically requested by the Authority in writing in a LNTP.

The Contractor will be reimbursed for the actual, reasonable and necessary costs it incurs not to exceed the hourly rates set forth in Exhibit B, Attachment 1 for (i) labor, (ii) fringe and overhead rates, and (iii) other direct costs, limited to approved staff, subcontractors, and vendors.

- E. Except as specifically set forth above, the Contractor acknowledges the following costs shall not be reimbursed: (i) reviewing and/or providing comments on environmental documents (including, but not limited to, environmental impact statements and environmental impact reports); (ii) attending meetings, unless requested in writing by the Authority; (iii) acquisition of real property, which shall be handled through the property acquisition process; (iv) coordination for design and construction activities, which shall be handled through task orders/utility agreements; (v) preliminary and/or final designs, which shall be handled through task orders/utility agreements; (vi) construction, materials, or inspection, which shall be handled through task orders/utility agreements.

3. SCHEDULE OF SERVICES AND NOTICE TO PROCEED

- A. Performance of the work described in Exhibit A, Scope of Work, Section 2, Scope of Work, Task, Deliverables, and Schedule shall commence upon receipt of a LNTP. Unless terminated as provided herein, the work shall continue until the earlier of (i) completion of the work, or (ii) expiration of the term.
- B. No work shall be initiated by the Contractor prior to execution of the Agreement and the LNTP has been provided by the Authority's Contract Manager.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. FUNDING REQUIREMENTS

- A. This Agreement shall be of no further force and effect if the California State 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, except as provided in Section 1(B) below, 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. After execution or commencement of this Agreement, if funding for any fiscal year is reduced or deleted by the California State Budget Act for purposes of the work, the Authority shall have the option to either: (i) cancel this Agreement with no further liability occurring to the Authority, with the exception of reimbursing the Contractor for work completed prior to the Agreement's cancellation; or (ii) offer an Agreement amendment to the Contractor to reflect the reduced amount, the approval of which shall be subject to the mutual agreement of the Contractor and the Authority.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this Project. 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 maximum amount of this Agreement is an estimate, and the actual amount of work requested by the Authority may be less. No payment shall be made to the Contractor in advance of services rendered.
- B. The Contractor shall not be entitled to payment for work performed prior to receipt of the Limited Notice to Proceed or Notice to Proceed from the Authority's Contract Manager. No work shall begin before that time.
- C. Invoices shall include the Agreement number, date prepared, billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), a narrative of the work performed, and fringe, overhead, and other direct costs. For any claimed subcontractor or vendor cost, a copy of the applicable subcontractor/vendor invoice must accompany the Contractor invoice. The Contractor shall only be reimbursed for claimed costs and expense labor rates identified in Exhibit B, Attachment 1 – Rate Sheet and only the actual rates will be reimbursed subsequent to the procurement of the Consultant services. Attachment 1 – Rate Sheet will be amended as to the Consultant and/or subcontractors with a contract amendment after approval that the rates are reasonable by the ACM and Authority Chief Administrative Officer (CAO).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the Authority Contract Manager, the Authority agrees to reimburse the Contractor for actual, direct, reasonable and necessary costs incurred. The City's fees and charges not to exceed the rates set forth Exhibit B, Attachment 1 - Rate Sheet. Subcontractors and Subconsultants shall be subject to the same reimbursement provisions.
- E. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) days after completion of each billing period or upon completion of a task to:

Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

AND

The Contractor shall also electronically submit one (1) courtesy copy of the invoice and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A. If requested by the Authority, the Contractor shall provide paper copies of the invoice for payment, receipts and other supporting documentation. The following certification shall be included on each invoice and signed by the Contractor's authorized official:

"I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method."

- F. The date of "invoice receipt" shall be the date the Authority's Financial Office receives the electronic copy.
- G. Payments shall be made to the Contractor for undisputed invoices. If the Authority's Financial Office or the Authority Contract Manager disputes an invoice, or a portion thereof, it shall notify the Contractor within fifteen (15) working days of receipt of the invoice and pay undisputed portions of the invoice in accordance with the Agreement. The invoice may be disputed if additional evidence is required to determine the invoice's validity, deliverables for the billing period have not been received and approved, the invoice contains inaccuracies, or the invoice does not otherwise comply with the terms of this Agreement. If a disputed invoice, or any disputed portion thereof, is resolved, the Contractor shall issue a new invoice for the resolved amount and the Authority shall pay the invoice in accordance with the terms of this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- H. Positions and/or rates listed in Exhibit B, Attachment 1 - Rate Sheet, may be changed without an amendment to the Agreement in accordance with the requirements of this section, including the approval of the ACM and COA required in Paragraph C. A request for change must be in writing, on the Contractor's letterhead, and (1) identify the position and rate that is requested to be added or removed; (2) specify the reason for any position or rate change; (3) provide a current rate table for all project team members; and (4) provide documentation supporting any position or rate change such as a Board of Directors' Resolution, a new union contract, or equivalent official document. There shall be no change in the positions or rates without written approval by the Authority's Contract Manager.
- I. The Contractor shall retain back-up documentation for audit purposes, available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor and/or consultant services and expenses invoiced for payment under this Agreement.

3. COST PRINCIPLES

The Contractor's performance shall be governed by and in compliance with the following administrative and cost principles:

- A. The Contractor, who is a governmental entity, shall comply with Title 49 Code of Federal Regulations (C.F.R.), Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and U.S. Office of Management and Budget (U.S. OMB) Circular A-87, as amended, Cost Principles for State, Local, and Indian Tribal Governments and if applicable, 48 C.F.R, Part 31 Contract Cost Principles and Procedures. The Contractor shall also comply with applicable provisions of C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201.
- B. If the Contractor's consultant/subcontractor is a for-profit organization, then the Contractor (and its consultant/subcontractor) shall comply with applicable Title 49 C.F.R., Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and Title 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. This compliance also includes applicable provisions of C.F.R. Part 200 (including § 200.101), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and DOT's implementing regulations at 2 C.F.R Part 1201. If applicable, this compliance also includes the OMB Circular A-87, as amended, Cost Principles for State and Local Governments and 48 C.F.R, Part 31 Contract Cost Principles and Procedures
- C. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable are subject to repayment by the Contractor to the Authority.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- D. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions of this clause.
- E. The identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.
- F. If any costs for which payment has been made to the Contractor are determined by subsequent audit to be unallowable under the applicable administrative and cost principles referenced above, then the unallowable costs are subject to repayment by the Contractor to the Authority.

4. TRAVEL AND PER DIEM RATES

- A. No travel is allowed or compensated for under this Agreement.

5. 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 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, to 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.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS AND CONTRACTOR CERTIFICATIONS

General Terms and Conditions (“GTC”) 04/2017

Under the California High-Speed Rail Authority’s standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the Agreement but is incorporated herein by this reference. As indicated on the STD 213, a copy of Exhibit C can be found at the [Department of General Services State Contract Language page \[https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language\]](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language).

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS3
Sacramento, California 95814

The remainder of this page is intentionally left blank.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT MANAGEMENT

- A. The Contractor's Contract Manager is responsible for the day-to-day project status, decisions, and communications with the Authority's Contract Manager. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.
- B. The Authority may change its Contract Manager at any time without an amendment, by giving written notice to the Contractor.

2. TERMINATION

- A. This Agreement may be terminated at any time by mutual agreement of the Parties in writing.
- B. Termination for Convenience. The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor, if terminated for the convenience of the Authority. In the event of such termination for convenience, the Authority shall pay the Contractor for all Work performed prior to the effective date of termination.
- C. Notice of Termination 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 any termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.
- D. Contractor Claims After Early Termination. The Contractor shall 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 for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination.

3. PURCHASE OF EQUIPMENT

No equipment is approved for purchase.

4. SUBCONTRACTING

- A. Upon prior approval by the Authority, the Contractor may subcontract a portion of the work. Exhibit B, Attachment 1 – Rate Sheet shall identify the actual rates for any approved subcontractor and/or Consultant (collectively, subcontractor) after approval by the ACM and CAO. Any substitution of a subcontractor shall be approved in writing by the Authority's Contract Manager prior to such substituted subcontractor performing Work. Unless specifically

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.

- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the Contractor of performance of its duties hereunder. The Contractor shall be responsible for any and all acts and omissions of its subcontractors and their employees.
- C. The Contractor's obligation to pay its subcontractors is independent of the Authority's obligation to pay the Contractor.

5. PUBLIC RECORDS; CONFLICTS OF INTEREST

- A. This Agreement shall not limit or infringe on either Party's duty to comply with the California Public Records Act, Government Code section 6250 et seq.
- B. 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.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

6. NONDISCRIMINATION COMPLIANCE

- A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing to the awarding state agency upon reasonable notice at any time during normal business hours, but in no case upon less than twenty-four (24) hours' notice, to such of its books, records, accounts, other sources of information, and facilities as said Department or Agency shall require to ascertain compliance with this clause.
- D. The 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.
- E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

7. STOP WORK

- A. The Authority's Contract Manager may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work tasks in this Agreement.
- B. Upon receipt of such stop Work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped.
- C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the Authority Contract Manager canceling the stop Work order. An equitable adjustment shall be made by the Authority based on a written request by the Contractor for such equitable adjustment. Such adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop Work notice.

8. SETTLEMENT OF DISPUTES

The Parties agree to use their best efforts to resolve disputes concerning a question of fact arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

9. HEADINGS AND RULES OF CONSTRUCTION

The headings appearing in this contract have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

10. NON-WAIVER

Failure to enforce any provisions of this Agreement shall not operate as a waiver of that or any other provision or any subsequent breach of this Agreement. All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of the amount expended, unless otherwise noted.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party's signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

12. EXECUTIVE ORDER N-6-22- RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Contractor represents that it is not a target of Economic Sanctions. Should Authority determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination by Authority.

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EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

All terms in Exhibit E must be included in all subcontracts and lower-tier subcontracts regardless of the amount expended, unless otherwise noted.

1. FEDERAL REQUIREMENTS

The Contractor understands that the Authority has received federal funding from the Federal Rail Administration (FRA) and may receive additional Federal funding from the FRA, U.S. DOT and/or other Federal agencies 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 that would cause the Authority to be in violation of FRA requirements.

References to the amended Federal Railroad Administration Grant Cooperative Agreement No. FR-HSR-0009-10-01-06 (ARRA Grant) provisions herein are also deemed to apply in principle to the FRA Grant Cooperative Agreement No. FR-HSR-0118012, as amended (FY 10 Grant) and/or any future FRA, U.S. DOT, or other Federal agency Grant/Cooperative Agreement requirements, including but not limited to reporting requirements and related obligations. The Contractor acknowledges that it is required to comply with, and adhere to, all requisite Federal requirements from the FRA, UD DOT and/or other Federal agencies that apply, or will apply.

2. COMPLIANCE WITH FEDERAL REQUIREMENTS

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

3. FEDERAL LOBBYING ACTIVITIES CERTIFICATION

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

- 3.1. No state or federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress in connection with the awarding of any state or federal agreement, the making of any state or federal grant, the making of any state or federal loan, the entering into of

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal agreement, grant, loan, or cooperative agreement.

- 3.2. 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 LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3.3. 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, United States Code (U.S.C.). 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.
- 3.4. 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 that exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

4. 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. section 6101 note, and U.S. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. OMB "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180.

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

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

- 4.1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 4.2. Has not had one or more public transactions (federal, state, and/or local) terminated within the preceding three (3) years for cause or default;

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 4.3. Has not been convicted within the preceding three (3) years of any of the offenses listed in Title 2 C.F.R. section 180.800, subdivision (a), or had a civil judgment rendered against it for one of those offenses within that time period; and
- 4.4. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, and/or local) with commission of any of the offenses listed in Title 2 C.F.R. section 180.800.

Should the Contractor or any subcontractor become excluded or disqualified as defined in this Section during the life of the Agreement, the Contractor shall immediately inform the Authority of this exclusion or disqualification. The Contractor shall include a term or condition in the contract documents for each lower-tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subcontractor will review the "Excluded Parties Listing System," will obtain certifications from lower-tier subcontractors, and will include a similar term or condition in each of its lower-tier covered transactions.

5. SITE VISITS

The Contractor acknowledges that the FRA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons. If any site visit is made by the FRA on the premises of the Contractor or any of its subcontractors under this Agreement, the Contractor shall provide, and shall require its subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the 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.

6. SAFETY OVERSIGHT

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

7. ENVIRONMENTAL PROTECTION

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

- 7.1. Clean Air. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate Environmental Protection Agency (EPA) Regional Office.
- 7.2. Clean Water. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

1251 et seq. The Contractor shall report each violation to the Authority, and acknowledges that the Authority shall, in turn, report each violation as required to assure notification to the FRA and the appropriate EPA Regional Office.

- 7.3. Energy Conservation. The Contractor will comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. section 6421 et seq.
- 7.4. Agreement Not to Use Violating Facilities. The Contractor agrees not to use any facility that is listed on the List of Violating Facilities maintained by the EPA to perform Work hereunder. The Contractor shall promptly notify the Authority if the Contractor or any subcontractor receives any communication from the EPA indicating that any facility that 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.
- 7.5. Environmental Protection. The Contractor shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. section 4321 et seq.
- 7.6. Incorporation of Provisions. The Contractor shall include the above provisions 7.1 through 7.6 in every subcontract hereunder exceeding \$50,000, financed in whole or in part with federal assistance provided by the FRA.

8. CIVIL RIGHTS

The following requirements apply to this Agreement:

- 8.1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d; section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102; section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132; and 49 U.S.C. section 306, the Contractor 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 will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.
- 8.2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 8.2.1. Race, Color, Religion, National Origin, or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e, the Contractor will 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 will 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 will comply with any implementing requirements the FRA may issue.
- 8.2.2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623, the Contractor will refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor will comply with any implementing requirements the FRA may issue.
- 8.2.3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, the Contractor will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R Part 1630, pertaining to employment of persons with disabilities. Further, in accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Contractor will comply with the requirements of U.S. DOT, “Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 27, pertaining to persons with disabilities. In addition, the Contractor will comply with any implementing requirements the FRA may issue.

The Contractor also agrees not to discriminate on the basis of drug abuse, in accordance with the Drug Abuse Office and Treatment Act of 1972 (Pub.L. No. 92-255), as amended, or alcohol abuse, in accordance with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub.L. No. 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), as amended, relating to confidentiality of alcohol and drug abuse patient records. In addition, the Contractor will comply with applicable federal implementing regulations and other implementing requirements that the FRA may issue.

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

9. ARRA FUNDED PROJECT

Funding for this Agreement has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA) (Pub. L. No. 111-5). All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or 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.

10. ENFORCEABILITY

The Contractor agrees that if the Contractor or one of its subcontractors fails to comply with all applicable federal and State of California 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.

11. PROHIBITION ON USE OF ARRA FUNDS

The 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.

12. ACCESS AND INSPECTION OF RECORDS

12.1. In accordance with ARRA sections 902, 1514, and 1515, the 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 under sections 3 or 8G of the United States Inspector General Act of 1978, or his representative, to:

12.1.1. Access and reproduce any books, documents, papers and records of the Contractor that directly pertain to, and involve transactions relating to, this Agreement for the purposes of making audits, examinations, excerpts and transcriptions; and

12.1.2. Interview any officer or employee of the Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by ARRA.

12.2. Pursuant to 49 C.F.R. section 18.26, subdivision (i)(11), 49 C.F.R. section 19.26 or U.S. OMB Circular A-133 (whichever applicable), the Contractor will maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement, except in the event of litigation or

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

settlement of claims arising from the performance of this contract, in which case the Contractor will maintain same until the Authority, the FRA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. The Contractor shall notify the Authority not less than six (6) months prior to disposal of any books, records, accounts and reports required under this Agreement.

- 12.3. The Contractor will comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, Title 5 U.S.C. section 552, subdivision (a).

The Contractor shall include this provision in all lower-tier subcontracts.

13. WHISTLEBLOWER PROTECTION

The 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:

- 13.1. Gross mismanagement of a contract relating to ARRA funds;
- 13.2. Gross waste of ARRA funds;
- 13.3. A substantial and specific danger to the public health or safety related to the implementation or use of ARRA funds;
- 13.4. An abuse of authority related to implementation or use of ARRA funds; or
- 13.5. A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contractor) awarded or issued relating to ARRA funds.

The 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.

14. FRAUD AND FALSE CLAIMS ACT

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

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as cited above on the Contractor to the extent the federal government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the FRA, the federal government reserves the right to impose the penalties of 18 U.S.C. section 1001 or any other applicable law on the Contractor, to the extent the federal government deems appropriate.

The Contractor agrees that it shall promptly notify the Authority and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

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

15. REPORTING REQUIREMENTS

The Contractor agrees, upon request by the Authority in writing, to provide the Authority with the following information:

- 15.1. The total amount of funds received by the Contractor during the time period defined in the Authority's request;
- 15.2. The amount of funds actually expended or obligated during the time period requested;
- 15.3. A detailed list of all projects or activities for which funds were expended or obligated, including:
 - 15.3.1. The name of the project or activity;
 - 15.3.2. A description of the project activity;
 - 15.3.3. An evaluation of the completion status of the project or activity; and
 - 15.3.4. An estimate of the number of jobs created and/or retained by the project or activity.
- 15.4. For any contracts or subcontracts equal to or greater than \$25,000:
 - 15.4.1. The name of the entity receiving the contract;
 - 15.4.2. The amount of the contract;

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SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

- 15.4.3. The transaction type;
- 15.4.4. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number, if known;
- 15.4.5. The location of the entity receiving the contract;
- 15.4.6. The primary location of the contract, including city, state, congressional district, and county;
- 15.4.7. The Data Universal Numbering System (DUNS) number, or name and zip code for the entity headquarters, if known;
- 15.4.8. A unique identifier of the entity receiving the contract and the parent entity of the Contractor, should the entity be owned by another; and
- 15.4.9. The names and total compensation of the five most highly compensated officers of the company if received:
 - 15.4.9.1. 80% or more of its annual gross revenues in federal awards;
 - 15.4.9.2. \$25,000,000 or more in annual gross revenue from federal awards; and
 - 15.4.9.3. If the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13, subdivision (a) or section 15, subdivision (d) of the Securities Exchange Act of 1934, or section 6104 of Internal Revenue Code of 1986.
- 15.4.10. 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 Fed. Reg. 14824) and are to be provided online at www.FederalRegister.gov. The additional requirements will be added to this Agreement by amendment.

16. REPRINTS OF PUBLICATIONS

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

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

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

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

17. LABOR PROVISIONS

49 U.S.C. 24405, subdivision (b) provides that any person 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, subdivision (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 (43 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, subdivision (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.

18. LABOR PROTECTIVE ARRANGEMENTS

The Contractor will 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 will also 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.

19. PROHIBITION OF TRAFFICKING IN PERSONS

The Contractor agrees that during the term of this Agreement, in accordance with section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. section 7104(g)), the Contractor and its employees, and its Subcontractors (of any tier), and all of their employees, shall not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement.

This provision must be included in all Subcontract agreements.

EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING FEDERAL FUNDS

20. PROHIBITION OF TEXT MESSAGING WHILE DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies that bar text messaging while driving company-owned, leased, or rented vehicles or privately-owned vehicles when performing work under this Agreement. See Executive Order 13513 “Federal Leadership on Reducing Text Messaging While Driving,” Oct. 1, 2009 (available at <http://www.gpo.gov/fdsys/pkg/FR-2009-10-06/pdf/E9-24203.pdf>) and DOT 3902.10 “Text Messaging While Driving,” Dec. 30, 2009, as implemented by Financial Assistance Policy Letter (No. FAP-2019-01, Feb. 2, 2010, available at http://www.dot.gov/sites/dot.dev/files/docs/FAPL_2010-01.pdf).

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EXHIBIT F
AUTHORIZATION FOR EXECUTION

[If a city, county, district or other local public body is a party to the Agreement:] Copy of Resolution/Order/Motion/Ordinance of Contractor Authorizing Execution of the Agreement.

(See attached.)

EXHIBIT B
ATTACHMENT 1 – RATE SHEET

LABOR CLASSIFICATION	FULLY LOADED HOURLY RATE*
Project Manager	\$190 - 350
Deputy Project Manager	\$140 - 280
Contracts Manager	\$90 - 170
Admin Support	\$70 - 135
Project Accountant	\$70 - 185
Principal	\$230 - 435
Transportation Task Manager	\$250 - 410
Land Use Task Manager	\$150 - 265
Economics Task Manager	\$165 - 265
Outreach Manager	\$140 - 240
CEQA / EIR Task Manager	\$165 - 310
Senior Urban Designer	\$115 - 210
Senior Urban Planner	\$110 - 210
Senior Transportation Planner	\$140 - 265
Urban Designer	\$90 - 200
Planner	\$90 - 170
GIS Specialist	\$85 - 160
Outreach Specialist	\$80 - 185
Technical Specialist	\$160 - 350
Economist	\$90 - 170
Senior Environmental Analyst	\$140 - 265
Environmental Analyst	\$80 - 185
Senior Architect	\$140 - 280
Architect	\$80 - 170
Senior landscape Designer	\$150 - 310
Landscape Designer	\$80 - 170
Senior Engineer	\$140 - 280
Associate / Staff Engineer	\$90 - 210
Assistant Engineer	\$40 - 140
Engineering Consultant	\$90 - 210
Planning Consultant	\$90 - 170
Public Works Consultant	\$90 - 210
Engineering / Traffic Engineering Consultant	\$100 - 210
Urban Design Consultant	\$100 - 210
Rail Engineering Consultant	\$100 - 210
Hazardous Waste Consultant	\$100 - 210
Environmental Consultant	\$80 - 195

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ATTACHMENT 1 – RATE SHEET

Sustainability Consultant	\$80 - 195
Stormwater / Drainage Engineering Consultant	\$90 - 210
Landscape Consultant	\$80 - 170
Economic Development Consultant	\$90 - 210
Real Estate Consultant	\$100 - 210
Financial Consultant	\$100 - 210
Brownfields Consultant	\$90 - 170
Website Design Consultant	\$80 - 160
Architectural Consultant	\$90 - 195
Graphics Design Consultant	\$80 - 160
Communications Consultant	\$80 - 185
Meeting Facilitation Consultant	\$80 - 185
3d Modeling/BIM Consultant	\$80 - 170
Intern	\$30 - 100

* In accordance with the terms of this Agreement, the Consultant and/or subcontractor rates included in Attachment 1 - Rate Sheet are estimates, and only the actual rates will be reimbursed subsequent to the procurement of the Consultant services and approval of subcontractors. No work shall be performed by consultants and/or subcontractors until actual rates are received and approved by the Authority.

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