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November 7, 2014

City of Fresno
Scott Mozier, Director
Department of Public Works
2600 Fresno Street, 4th Floor
Fresno, CA 93721

RE: Contract No. HSR14-35

Dear Mr. Mozier,

Enclosed is the fully executed City of Fresno Cooperative Agreement (HSR14-35), which is required to allow the Authority and the City of Fresno to set the contractual terms and conditions for the relocation of the City of Fresno's utilities for CP 1 and CP 2-3. The executed Cooperative Agreement is enclosed for your files.

The Authority looks forward to working with the City of Fresno. If you have any questions or concerns regarding this Cooperative Agreement, please don't hesitate to contact the Contract Manager, Mr. Terry Ogle at (559) 708-0744 or terry.ogle@hsr.ca.gov.

Sincerely,



Andrea Mack
Contracts Analyst
(916) 403-6925
Andrea.Mack@hsr.ca.gov

Enclosures: City of Fresno Cooperative Agreement (executed)

cc: Mr. Terry Ogle

EDMUND G. BROWN JR.
GOVERNOR



14-123
8/21/2014
HSR 14-35



CITY OF FRESNO
City Clerk's Office (Original)

**Utility Relocation
Cooperative Agreement
with the
City of Fresno**

UTILITY RELOCATION COOPERATIVE AGREEMENT

THIS AGREEMENT is entered into and is effective this 7th day of Nov, 2014 (the "AGREEMENT") through the completion of the initial construction section located within the City of Fresno for the high-speed rail project, by and between the California High-Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 620, MS 7, Sacramento, California 95814, hereinafter referred to as the "AUTHORITY", and the City of Fresno, a California Municipal Corporation, whose principal mailing address for purposes of this AGREEMENT is 2600 Fresno Street, 4th Floor, Fresno, CA 93721, hereinafter referred to as the "CITY".

1. RECITALS

WHEREAS, AUTHORITY is currently engaging in a program that has various projects under current provisions of Section 2704.04 of the Streets and Highway Code ("S&H Code") and Sections 185030 and 185511 of the Public Utilities Code throughout the State of California identified as the California High-Speed Rail Projects (collectively the "PROJECT"); and

WHEREAS, the PROJECT will require the protection, relocation, installation, or removal of certain UTILITIES, as defined herein, located within the RIGHT-OF-WAY OF CITY, or some combination thereof, including any submittal review, inspection, environmental mitigation, certification or other oversight activity specific to CITY'S UTILITIES (collectively "UTILITY WORK"); and

WHEREAS, the AUTHORITY is responsible for the RELOCATION of UTILITIES that are in conflict with the design or construction of the PROJECT, including the execution and funding of RELOCATION; and

WHEREAS, the AUTHORITY'S CONTRACTOR for the first construction package of the PROJECT is responsible for complying with the AUTHORITY'S commitments to mitigate impacts to the City in the Final Environmental Impact Report/Environmental Impact Statement for the Merced to Fresno section of the PROJECT.; and

WHEREAS, the AUTHORITY'S CONTRACTOR for the second construction package of the PROJECT is responsible for complying with the AUTHORITY'S commitments to mitigate impacts to the City in the Final Environmental Impact Report/Environmental Impact Statement for the Fresno to Bakersfield section of the PROJECT; and

WHEREAS, AUTHORITY and CITY desire to enter into an agreement which establishes the contractual terms and conditions applicable to that portion of the UTILITY WORK related to the RELOCATION of UTILITIES.

ACCORDINGLY, AUTHORITY and CITY hereby agree as follows:

2. DEFINITIONS

As used in this AGREEMENT, the following terms have the following meanings:

2.1 AUTHORITY



UTILITY RELOCATION COOPERATIVE AGREEMENT

“AUTHORITY” means the California High-Speed Rail Authority and its authorized representatives.

2.2 AUTHORITY’S CONTRACTOR

“AUTHORITY’S CONTRACTOR” means the proposer who is awarded the design and construction of any portion of the PROJECT.

2.3 BETTERMENT

"BETTERMENT" means any upgrading of the UTILITY being relocated that is not attributable to the PROJECT construction and is made solely for the benefit of and at the election of the CITY.

BETTERMENT does not mean those differences in cost caused by changes in design or manufacturing standards, availability of materials, regulatory requirements or any upgrading required by CITY’s standard specifications, standards of practice, or construction methods applied to comparable facilities constructed by or for the CITY at its own expense, which are in effect as of the date of the specific permit application for that UTILITY work. Additionally, neither mitigation measures called for in the adopted environmental impact reports nor the City’s Utility Design Criteria are considered BETTERMENT

2.4 CITY

“CITY” means the City of Fresno, a municipal corporation.

2.5 CITY PERMITS

“CITY PERMITS” means any permits required by the CITY for CITY’S UTILITY WORK within RIGHT OF WAY OF THE CITY.

2.6 DIRECTOR

“DIRECTOR” means CITY’s Director of the Department of Public Works or his or her designee.

2.7 DRY UTILITIES

“DRY UTILITIES” shall mean all UTILITIES other than water and sewer, including fiber optic UTILITIES.

2.8 FACILITY

“FACILITY” or “FACILITIES” means any publicly owned and operated road, street, bridge, or grade separation. The term “FACILITY” or “FACILITIES” includes traffic signals, street lights, and railroad crossing equipment associated with roads, streets, bridges and/or grade separations, as well as any electrical conduits and feeds providing service to such facilities. For this purpose, all electrical lines that connect (directly or indirectly) to traffic signals, street lights, crossing equipment, communication facilities owned or used by CITY, CITY irrigation controller equipment, or CITY transit shelters shall be deemed to



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provide service to such facilities. Electrical transmission facilities not serving said FACILITIES are not covered under the terms of this section.

2.9 HAZARDOUS MATERIAL

"HAZARDOUS MATERIAL(S)" means any hazardous substance, hazardous material, or hazardous waste as defined under local, state or federal law and/or any substance, material, waste, or other material of any nature whatsoever which may give rise to liability under state or federal law.

2.10 HSR RIGHT-OF-WAY

"HSR RIGHT-OF-WAY" means any restricted access right-of-way for the PROJECT.

2.11 PARTIES

"PARTIES" refers to the AUTHORITY and CITY, collectively.

2.12 PROJECT

"PROJECT" refers to the projects under current provisions of Section 2704.04 of the Streets and Highway Code ("S&H Code") and Sections 185030 to 185511 of the Public Utilities Code throughout the State of California.

2.13 RAILROAD RIGHT-OF-WAY

"RAILROAD RIGHT-OF-WAY" means the right-of-way of any rail line registered with the California Public Utilities Commission, except for HSR RIGHT-OF-WAY.

2.14 RELOCATION

"RELOCATION" means removal, relocation, reconstruction, deactivation, protection or any other rearrangement of a CITY FACILITY or UTILITY with the RIGHT OF WAY OF THE CITY as ordered and approved by both AUTHORITY and CITY to accommodate AUTHORITY'S PROJECT. RELOCATION shall include, but not be limited to: preparation of relocation plans, drawings, and designs; engineering; planning; inspection; acquisition of necessary rights-of-way and replacement right of way; permitting; testing and certifying; compliance with commitments and conditions set forth in the environmental documentation; coordination with regulatory agencies and any miscellaneous related work by AUTHORITY sufficiently engineered to allow construction of the ordered RELOCATION by AUTHORITY'S CONTRACTOR.

"RELOCATION" includes design for reasonable access, subject to CITY approval, for operation and maintenance of CITY FACILITY or UTILITY when HSR Right-of-Way and Railroad Right-of-Way are abutting.

For the purpose of providing RELOCATION, HSR Right-of-Way and Railroad Right-of-Way shall be considered abutting if there is less than 50 feet between the respective rights of way.



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2.15 RESTORATION WORK

“RESTORATION WORK” is all work necessary to place CITY UTILITIES and FACILITIES in permanent working conditions, at the very least at the same level as when AUTHORITY commenced UTILITY WORK herein, where for reasons outside of the control of AUTHORITY, the PROJECT is cancelled or altered. Unless otherwise agreed to in writing by the PARTIES, RESTORATION WORK shall be performed in accordance with the General Plan of the CITY in place and approved by the City Council at the time of the restoration work.

2.16 RIGHT-OF-WAY OF CITY

“RIGHT-OF-WAY OF CITY” means any real property right held by CITY in the form of either a recorded or fully executed deed or other property right for the UTILITY.

2.17 STAKEHOLDERS

“STAKEHOLDERS” means the CITY, AUTHORITY, AUTHORITY’S CONTRACTOR, and any other third party entities affected by the PROJECT, including regulatory agencies, railroads, local agencies, and public and private utility owners.

2.18 UTILITY

“UTILITY” or “UTILITIES” refers to any pole, pole line, pipeline, conduit, cable, aqueduct, or other structure used for CITY owned utility services including CITY owned water, sewer, and Intelligent Transportation System components.

2.19 UTILITY WORK

“UTILITY WORK” means those activities related to the RELOCATION of any UTILITIES located within the RIGHT OF WAY OF CITY. UTILITY WORK also includes any work related to the FACILITIES that are impacted by the UTILITY WORK. UTILITY WORK explicitly excludes wet ties. Wet ties will be performed by the CITY as part of the CITY permitting process and is not included within the scope of this AGREEMENT.

2.20 UNFORESEEN WORK

“UNFORESEEN WORK” means any new, extra, or unanticipated work not previously contemplated in AUTHORITY’S design/build contract with AUTHORITY’S CONTRACTOR, found essential to the satisfactory completion of the PROJECT (including the RELOCATION of FACILITIES and UTILITIES).

2.21 DAYS AND WORKING DAYS

“DAY’S” means calendar days unless otherwise stated. “WORKING DAYS” means each weekday that is not an Authority Designated Holiday or a weather day as designated by the AUTHORITY’S resident engineer.

An “Authority Designated Holiday” means New Year’s Day (January 1), Martin



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Luther King, Jr. Day (third Monday in January), President's Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving (fourth Friday in November), and Christmas Day (December 25).

3. WORK TO BE DONE

3.1 UTILITY WORK

The UTILITY WORK to be performed under this AGREEMENT will involve the RELOCATION of UTILITIES that are in conflict with the design or construction of the PROJECT, including those identified in Appendix B and the Merced to Fresno and Fresno to Bakersfield Final Environmental Impact Reports for the PROJECT.

RELOCATION shall include compliance with the AUTHORITY'S commitments to mitigate impacts to the City in the Final Environmental Impact Reports/Environmental Impact Statements for the Merced to Fresno and Fresno to Bakersfield sections of the PROJECT including, but is not necessarily limited to: obtaining all necessary permits from the CITY; and ensuring that the operations of AUTHORITY'S CONTRACTOR comply with the mitigation measures and permit requirements. AUTHORITY'S responsibility for such mitigation located within the CITY's sphere of influence shall survive termination of this AGREEMENT and until such time as all written notices of completion from regulatory agencies have been obtained by AUTHORITY and copies provided to the CITY, upon request.

All designs and plans for UTILITY WORK are to be developed in cooperation with the CITY. Any issues identified related to the design of the RELOCATION are to be addressed and resolved among the CITY, AUTHORITY and AUTHORITY'S CONTRACTOR designated technical staff.

3.2 BETTERMENT WORK

No work performed pursuant to this AGREEMENT shall be a BETTERMENT.

3.3 UNFORESEEN WORK

AUTHORITY shall be responsible for all unforeseen work.

4. LIABILITY FOR WORK

4.1 AUTHORITY'S EXPENSE

Unless the CITY agrees otherwise in writing, the UTILITY WORK and all other work contemplated herein or as a result of AUTHORITY'S compliance with this AGREEMENT shall be performed at the AUTHORITY'S expense.

4.2 CITY'S EXPENSE



UTILITY RELOCATION COOPERATIVE AGREEMENT

CITY shall not be responsible for payment of any work performed pursuant to this AGREEMENT, unless otherwise agreed to in writing.

4.4 DELAYS

AUTHORITY and CITY acknowledge and agree that delays in the performance of UTILITY WORK may impact the public convenience, safety and welfare, and that monetary damages could be inadequate to compensate for delays in the construction of the PROJECT. Consequently, the PARTIES shall make all reasonable and good faith efforts to facilitate the PROJECT.

4.5 AUTHORITY'S CONTRACTOR CLAIMS

In the event AUTHORITY'S CONTRACTOR or other party retained by AUTHORITY provides a notice of intent to make a claim against AUTHORITY relating to UTILITY WORK, AUTHORITY shall, in accordance with AUTHORITY'S procedure, notify CITY of the notice of intent and CITY shall cooperate with AUTHORITY, at AUTHORITY'S expense, in analyzing and resolving the claim within a reasonable time; provided, however that AUTHORITY shall not cause CITY to become a party to any such claim. AUTHORITY shall defend, indemnify, and hold the CITY harmless in the event of any claim brought against CITY due to PROJECT construction and design pursuant to Section 2 of Appendix A.

4.6 DISPUTES

This section is not applicable to the CITY'S permitting process. It is noted, that for the purposes of Construction Package 01, under the terms of Contract HSR13-06, the Design-Builder is liable for design activities related to the Third Party Facility Work, including planning, local agency encroachment permits, preliminary design, engineering, surveys, coordination with all interested parties, final design, construction document preparation, scheduling, cost estimates, quality assurance and control (See HSR13-06, General Provisions, Section 49.1.1).

The PARTIES agree to work in good faith to resolve any disputes. If a dispute cannot be resolved at the technical level, it will be elevated to the City Manager or his or her designee for the CITY and the Regional Director or his or her designee for the AUTHORITY to resolve.

Notwithstanding any dispute, the PARTIES agree that they will continue their respective performances required herein, and such continuation of efforts shall not be construed as a waiver of any legal right or power (a) of any PARTY under this AGREEMENT or any other agreement executed pursuant hereto, or (b) otherwise available pursuant to applicable law. Records of the UTILITY WORK shall be kept in sufficient detail to enable payment in accordance with applicable provisions in this AGREEMENT irrespective of the ultimate outcome of any dispute.



UTILITY RELOCATION COOPERATIVE AGREEMENT

5. PERFORMANCE OF WORK

5.1. AUTHORITY RESPONSIBLE FOR WORK

AUTHORITY is responsible for performing, or causing to be performed by AUTHORITIES CONTRACTOR, all UTILITY WORK contemplated herein or to be performed as a result of the AUTHORITY'S compliance with this AGREEMENT by the completion of the PROJECT. As between CITY and AUTHORITY, AUTHORITY shall be responsible for all tasks and obligations assigned to AUTHORITY'S CONTRACTOR (including but not limited to those of AUTHORITY'S CONTRACTOR's authorized agents, architects, engineers, or subcontractors) for any UTILITY WORK contemplated herein. A breach by AUTHORITY'S CONTRACTOR shall be a breach by AUTHORITY for purposes of this AGREEMENT.

5.2. PERFORMANCE OF WORK

The UTILITY WORK to be performed by AUTHORITY or AUTHORITY'S CONTRACTOR will be done under the CITY'S current permitting process. The AUTHORITY'S CONTRACTOR will be required to obtain CITY PERMITS as applicable.

5.3. STAKEHOLDER COLLABORATION

CITY agrees to collaborate with AUTHORITY, AUTHORITY'S CONTRACTOR, and any other third-party entities affected by the PROJECT(S), including regulatory agencies, other local agencies, and public and private utility owners (collectively "STAKEHOLDERS"). The PARTIES shall work together to identify collaborative methods for resolving issues that may arise as part of the PROJECT. As between CITY and AUTHORITY, AUTHORITY shall be solely responsible for the soliciting the participation of STAKEHOLDERS in such a collaboration,

STAKEHOLDERS will be requested by AUTHORITY to attend an initial kick-off workshop as well as subsequent periodic meetings as scheduled throughout the duration of the PROJECT(S). During the initial workshop, AUTHORITY shall request that STAKEHOLDERS develop procedures and agreements as specified in Appendix F. "STAKEHOLDER COLLABORATION," included herein, to facilitate the collaborative relationship and aid in identifying and resolving issues as they arise throughout the PROJECT(S).

Reimbursement to CITY for its actual cost to prepare for and participate in the initial workshop and subsequent stakeholder meetings shall be made by AUTHORITY.

5.4. RESTORATION WORK

If the HSR Project which precipitated this AGREEMENT is canceled or modified



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so as to eliminate the necessity of work, the AUTHORITY will notify CITY in writing and AUTHORITY reserves the right to terminate this AGREEMENT by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the AGREEMENT, and performance of RESTORATION WORK, including restoration of disturbed facilities where applicable.

6. CITY FEES

AUTHORITY shall be responsible to CITY for applicable fees in accordance with CITY'S Master Fee Schedule as required for CITY PERMITS, as applicable. CITY hereby consents to accepting said payment from AUTHORITY'S CONTRACTOR in accordance with Section 5 herein.

7. APPENDIXES

The following Appendixes are attached to this AGREEMENT and incorporated by reference herein.

- Appendix A. Special Terms and Conditions
- Appendix B. City of Fresno Utility Design Criteria
- Appendix C. Stakeholder Collaboration

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective the day and year first written.

[Signature Page Follows]



UTILITY RELOCATION COOPERATIVE AGREEMENT

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

Jeff Morales

JEFF MORALES, CHIEF EXECUTIVE OFFICER

11-7-14

DATE

APPROVED AS TO FORM:

Thomas Feltenz

THOMAS FELLEENZ, CHIEF COUNSEL

11/6/14

DATE

CITY OF FRESNO

Scott Mozier

SCOTT MOZIER, PUBLIC WORKS DIRECTOR

10/16/14

DATE

ATTEST:

YVONNE SPENCE, CMC, CITY CLERK

Sherrill L. Badetscher

DEPUTY

10/22/2014

DATE

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

Raj Singh Badhesha

RAJ SINGH BADHESHA, DEPUTY CITY ATTORNEY

10/15/14

DATE



UTILITY RELOCATION COOPERATIVE AGREEMENT

APPENDIX A: SPECIAL TERMS AND CONDITIONS

1. DEFAULT

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

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

Termination of this AGREEMENT shall not relieve either PARTY from any obligations it has pursuant to other agreements between the PARTIES, nor from any statutory obligations that either PARTY may have with regard to the subject matter hereof, nor from any obligations under this AGREEMENT.

2. INDEMNIFICATION

Each PARTY shall hold harmless, and indemnify the other PARTY and its respective governing Boards, officers, directors, employees, authorized agents, engineers, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or its officers, agents, employees, engineers, contractors or subcontractors in carrying out obligations under this Agreement executed pursuant hereto, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTIES indemnified or their respective agents, servants, or independent contractors who are directly responsible to such indemnified PARTY.

For purposes of this provision, as between CITY and AUTHORITY, AUTHORITY shall be responsible for all actions of AUTHORITY'S CONTRACTOR and shall hold harmless and indemnify CITY from any action of AUTHORITY'S CONTRACTOR.

Insurance: The AUTHORITY'S CONTRACTOR will add the CITY as an additional insured on the insurance provided by AUTHORITY'S CONTRACTOR pursuant to its contract (HSR13-06).

3. FORCE MAJEURE

Neither the CITY nor the AUTHORITY shall be liable to the other for any failure to perform under this AGREEMENT to the extent such performance is prevented by the following:

- A. Earthquake exceeding 3.5 on the Richter scale;



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- B. Tidal wave;
- C. Epidemic, blockade, rebellion, war, riot, act of terrorism or civil commotion;
- D. Discovery at, near or on the site of any archaeological, paleontological, cultural, biological or other protected resources, provided that the existence of such resources was not discovered during the environmental review process;
- E. Lawsuit seeking to restrain, enjoin, challenge or delay construction of the PROJECT or the granting or renewal of any Governmental Approval of the PROJECT; or
- F. Strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence occurring within the vicinity of the PROJECT where each participant in such occurrence is not a CITY or AUTHORITY related entity.

The foregoing events shall relieve a PARTY of liability only if the PARTY'S failure to perform as a result of such event is beyond its control and not due to an act or omission of the PARY and could not have been avoided by due diligence or use of reasonable efforts and the PARTY claiming the excuse from performance has:

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

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

Force Majeure excludes:

- A. Fire or other physical destruction or damage, including lightning, explosion, drought, rain, flood, earthquakes equal to or under 3.5 on the Richter scale, hurricane, storm or action of the elements or other acts of God;
- B. Except as provided in C of the definition of Force Majeure above, explosion or malicious or other acts intended to cause loss or damage or other similar occurrence;
- C. All other matters not caused by or beyond the control of the AUTHORITY or a PARTY employee or contractor and not listed in the definition of Force Majeure above.



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4. MAINTENANCE OF UTILITIES DURING PROJECT

UTILITIES shall at all times remain the property of the CITY and shall be properly protected and maintained by the CITY, provided, however, that CITY shall not be required to protect UTILITIES within the construction site during RELOCATION by AUTHORITY or AUTHORITY'S CONTRACTOR. AUTHORITY shall be responsible for maintenance of any UTILITIES within the construction site, including during RELOCATION thereof by AUTHORITY OR AUTHORITY'S CONTRACTOR, AUTHORITY'S CONTRACTOR'S operations within the construction site of the UTILITY, and until acceptance of the UTILITY by CITY following the CITY's permitting process.

5. HSR RIGHT-OF-WAY ACCESS

Pursuant to California Public Utilities Code §185508 and §185509, CITY shall be allowed to cross HSR RIGHT-OF-WAY.

From time to time, CITY may be required to access HSR RIGHT-OF-WAY for maintenance and emergency situations. For maintenance purposes, CITY will comply with AUTHORITY policies and procedures for access. HSR RIGHT-OF-WAY access policies and procedures should not be unduly burdensome. For emergency situations, CITY shall follow AUTHORITY emergency access policies and procedures.

6. RIGHT-OF-WAY OF CITY

Whenever CITY'S affected UTILITIES will remain within HSR Right-of-Way, AUTHORITY and CITY shall enter into either a joint use agreement or consent to common use agreement of the subject area.

Whenever CITY'S affected UTILITIES are to be relocated from the existing RIGHT-OF-WAY OF CITY to a new location that falls outside such existing RIGHT-OF-WAY OF CITY, AUTHORITY shall convey or cause to be conveyed a new right-of-way for such relocated UTILITIES;

For such RELOCATIONS, AUTHORITY shall issue, or cause to be issued, to CITY, without charge to CITY or credit to AUTHORITY, appropriate replacement rights in the new location acceptable to CITY for those rights previously held by CITY in existing RIGHT-OF-WAY OF CITY. In consideration for these replacement rights being issued by AUTHORITY, CITY shall subsequently convey to AUTHORITY, or its nominee, within AUTHORITY'S Right-of-Way, all of its corresponding right, title and interest within the existing RIGHT-OF WAY OF CITY so vacated.

If the existing Right-of-way of City includes fee title, the Authority shall acquire from the City, for just compensation under State law, those property rights required by the Authority for its UTILITIES by separate transaction, leaving to the CITY those remaining property rights appropriate for the placement and operation of the CITY'S UTILITIES in the HSR RIGHT-OF-WAY.



UTILITY RELOCATION COOPERATIVE AGREEMENT

7. AGREEMENT FINAL EXPRESSION OF THE PARTIES

This AGREEMENT constitutes the complete and final expression of the PARTIES with respect to the subject matter and supersedes all prior agreements, understandings, or negotiations, except that the PARTIES understand and agree that AUTHORITY will have written policies and procedures which shall be applicable as written at the time of the execution of this contract. Copies of AUTHORITY policies and procedures will be provided to CITY as soon as practicable after they become available. This Agreement cannot be modified except by an instrument, in writing, signed by each of the parties.

Should any provision of AUTHORITY'S policies and procedures conflict with this AGREEMENT, this AGREEMENT shall govern to the extent permitted by law, with the exception of safety requirements for the HSR RIGHT-OF-WAY.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

Venue for any action shall lie exclusively in Sacramento County, California pursuant to Public Utilities Code section 185038.

9. NOTICES

All required notices may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and for time calculations purposes shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. CITY shall have a continuing obligation to notify AUTHORITY of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to CITY:

City of Fresno
Scott Mozier, Director Department of Public Works
2600 Fresno Street, 4th Floor
Fresno, CA 93721
Facsimile: (559) 488-1045

If to AUTHORITY:

California High-Speed Rail Authority
Thomas Fellenz, Chief Counsel
770 L Street, Suite 620, MS 1
Sacramento, CA 95814
E-mail: Thomas.Fellenz@hsr.ca.gov



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10. HAZARDOUS MATERIAL

Upon discovery of HAZARDOUS MATERIAL in connection with the UTILITY WORK, both CITY and AUTHORITY shall immediately confer to explore all reasonable alternatives and agree on a course of action.

A. AUTHORITY will pay, in its entirety, those costs for additional necessary effort undertaken within HSR RIGHT-OF-WAY to comply with existing statutes or regulations concerning the disposition of HAZARDOUS MATERIAL found as a consequence of that UTILITY WORK.

B. AUTHORITY will pay, in its entirety those costs for additional necessary efforts undertaken within the area of the replacement property right located outside HSR RIGHT-OF-WAY which is required to comply with existing statutes or regulations concerning the disposition of HAZARDOUS MATERIAL.

C. Each PARTY to this AGREEMENT retains the right to pursue recovery of its share of any such HAZARDOUS MATERIAL related costs from the other PARTY or third parties in accordance with existing law, except that AUTHORITY may not pursue recovery from CITY and the CITY will not pursue recovery from the AUTHORITY, in locations where Phase II testing has confirmed no HAZARDOUS MATERIAL is present.

11. SUCCESSORS AND ASSIGNS

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

12. STATE AND FEDERAL FUNDS

No funds or resources are allocated or encumbered as against this Agreement and AUTHORITY'S obligations and duties are conditioned upon sufficient funds being made available to the AUTHORITY by the United States Government or the California State Legislature for the purpose of this PROJECT.

13. AUDIT

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



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seq., CCR Title 2, Section 1896).

14. TIMELINESS

Time is of the essence in this AGREEMENT.

15. UNENFORCEABLE PROVISION

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



UTILITY RELOCATION COOPERATIVE AGREEMENT

APPENDIX B: CITY OF FRESNO UTILITY DESIGN CRITERIA

Unless otherwise agreed to in writing by the PARTIES, RELOCATION of UTILITIES shall be completed in accordance with City of Fresno UTILITY DESIGN CRITERIA.

The following shall comprise CITY's UTILITY DESIGN CRITERIA and are attached hereto and incorporated herein:

1. These City of Fresno Utility Design Criteria listed within Exhibit B.
2. Water Division Conditions (attached hereto and incorporated herein as Exhibit "B-1")
3. Wastewater Division Conditions (attached hereto and incorporated herein as Exhibit "B-2")
4. California High-Speed Rail Environmental Comments and responses for the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Merced to Fresno section of the High-Speed Rail Project., Chapter 19, Submission 703, Pages 62 to 82 (attached hereto and incorporated herein as Exhibit "B-3")
5. California High-Speed Rail Environmental Comments and responses for the Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Fresno to Bakersfield section of the High-Speed Rail Project pertaining to the City of Fresno (attached hereto and incorporated herein as Exhibit "B-4")
6. Graphic Representations of Special Conditions (attached hereto and incorporated herein as Exhibit "B-5")

AUTHORITY shall deem a UTILITY DESIGN CRITERIA appearing on any one of the above-noted documents as appearing on all of the above-noted documents.

The PARTIES acknowledge that the designs to be submitted by the AUTHORITY or AUTHORITY'S CONTRACTOR for the RELOCATION of UTILITIES may change from time to time due to the nature of the design-build delivery model. AUTHORITY is responsible for ensuring that these UTILITY DESIGN CRITERIA are included in updated, modified, changed, or otherwise changed designs in effect at time of the permit application.

Any conflict between DESIGN GUIDELINES in the above documents shall be resolved by the PARTIES in accordance with Section 4.6. If a conflict arises, AUTHORITY shall notify CITY immediately. CITY shall respond to AUTHORITY concerns regarding conflicts between CITY's DESIGN GUIDELINE documents in a timely manner. CITY shall have sole and final discretion over approval of final plans and issuance of permits for CITY UTILITIES and FACILITIES under the CITY's permitting process.

Deactivated Facilities

1. Deactivated CITY water and sewer pipeline FACILITIES that are disturbed by the



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HSR PROJECT and are within the RIGHT-OF-WAY OF CITY shall be removed in accordance with existing CITY policies or otherwise agreed to in writing by CITY. All deactivated CITY water and sewer pipelines FACILITIES that are not disturbed by the HSR Project and are within the RIGHT-OF-WAY OF CITY will be allowed to remain in place, but shall be filled with concrete grout or equivalent in accordance with existing CITY policies or otherwise agreed to in writing by CITY.

2. Deactivated CITY FACILITIES that are within a RAILROAD RIGHT-OF-WAY shall be dealt with in accordance with railroad regulations.
3. Deactivated CITY FACILITIES that are within HSR RIGHT-OF-WAY shall be dealt with in accordance with AUTHORITY'S policies and procedures.

Relocation of Water and Sewer

1. To the extent practicable, the sanitary sewer RELOCATION shall be designed to maintain gravity flow for the sanitary sewer system. Any variations to this guideline are to be designed in cooperation with the City of Fresno. Sewer lift station variances will only be approved in limited circumstances when it is mutually agreed by the PARTIES that maintaining gravity flow for the sanitary sewer system would not be feasible. AUTHORITY shall make every reasonable effort to maintain gravity flow and avoid the necessity for lift stations.
2. AUTHORITY's activities shall be designed and scheduled to ensure there will not be a break in delivery of service for water and sewer, unless otherwise agreed to in writing by CITY.
3. All existing and future crossing points for water and sewer lines under the HSR and UPRR corridors will be protected in casings, unless otherwise agreed to in writing by CITY.
4. All future water lines for recycled water or potable water that are in the City of Fresno 2035 Water Master Plan that cross the HSR RIGHT-OF-WAY must be provided with protective casings.
5. No water and/or sewer lines greater than 8 inches in diameter shall be relocated into or attached to a non-CITY owned and maintained structure.

Relocation of DRY UTILITIES

1. Any outage shall be noticed thirty (30) calendar days prior if non-critical (Traffic Synchronization only); but if it is a critical fiber path for CITY, County of Fresno, City of Clovis, Fresno Unified School District, or Clovis Unified School District, the outage



UTILITY RELOCATION COOPERATIVE AGREEMENT

must be mitigated by the AUTHORITY at least thirty (30) calendar days in advance. A thirty (30) calendar day notice shall be provide prior to any work on major fiber runs and after mitigation has been established.

2. The Adaptive System needs the server and communications to be up 24 hours a day, seven days a week. In addition, communication from the CITY's Traffic Operation Center to the field should not be interrupted during between November 15 and January 5 of any year, nor shall it be interrupted during any California State University, Fresno home football game. It is crucial that the Adaptive System be fully functioning for traffic control during these periods.
3. No outages shall be allowed on Fresno Street or SR180/"G" Street (outages means AUTHORITY is cutting into the continuous ITS trunk fiber cables on Fresno Street or at SR180 and "G" Street).
4. Fiber optic trunk line (which runs from hub cabinet to hub cabinet) and feeder fiber cables (which run from hub cabinets to intersection cabinets) and associated vaults, cameras, communications cabinets shall not be relocated without CITY review and approval of plans. All fiber optic cables that need to be relocated shall be relocated from origination point (TOC or hub cabinet) to point of demarcation (hub cabinet or intersection cabinet) to retain original continuity without introducing new splice points. All new infrastructure shall be according to CITY Intelligent Transportation Systems Standards, Specifications, and Qualified Product List and 100% compatible and operable with existing equipment and systems.



UTILITY RELOCATION COOPERATIVE AGREEMENT

APPENDIX C: STAKEHOLDER COLLABORATION

In order to accomplish PROJECT(S) through the most effective means available, PARTIES will collaborate as agreed to in Section 5.2 "STAKEHOLDER COLLABORATION." As part of this collaborative relationship, a cooperative management team would be developed, which would draw on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. Collaboration is strongly encouraged in preference to formal dispute resolution and adjudication mechanisms. Collaboration in this context is intended to be mandatory, but non-binding. The identified procedures will be available for use by the STAKEHOLDERS to resolve issues that may arise during the performance of UTILITY WORK.

INITIAL KICK-OFF WORKSHOP

In order to achieve effective and efficient completion of the PROJECT(S), the STAKEHOLDERS agree to conduct a kick-off workshop where they will identify issues for resolution that are present or foreseeable and engage in joint problem solving and action planning on the issues identified.

At a minimum, during this workshop, participants will develop the following procedures and agreements to facilitate the collaborative relationship and aid in identifying and resolving issues as they may arise throughout the PROJECT:

- A. *"Issues Resolution Ladder" (IRS)* – a hierarchy of those individuals within the PROJECT including the STAKEHOLDERS and Dispute Resolution Board and extending across organizational boundaries to address issues as they arise to facilitate communication and address issues before those issues are elevated to the next ladder rung.
- B. *"Stakeholder Collaboration Implementation Plan"*– the intention of this plan is to sustain the collaborative relationship after the kick-off meeting by establishing monthly or quarterly schedule of stakeholder meetings and any procedures necessary for the identification and resolution of any issues during the performance of the UTILITY WORK to be addressed by the STAKEHOLDERS.
- C. *"Stakeholder Charter"* – the charter will express the vision for the project, a statement of mutual goals and positive behavior practices and will be a visual reminder of mutual commitment to the collaborative vision, goals and relationship. The charter will be signed by all STAKEHOLDERS.

The AUTHORITY shall be responsible for the organization of the Initial Kick-Off Workshop.

STAKEHOLDER MEETINGS

The purpose of the stakeholder meetings will be to evaluate the efficacy of the stakeholder relationship and review its processes as necessary to improve or correct any procedures/practices and efficiently identify and resolve PROJECT issues.



Appendix B, Exhibit B-1



Department of Public Utilities

Water Division
1910 East University Avenue
Fresno, California 93703-2927
559-621-5300 – FAX 559-488-1024
www.fresno.gov



Providing Life's Essential Services

DATE: October 15, 2013

SUBJECT: REQUEST FOR CITY OF FRESNO PLAT REVIEW

The City of Fresno Water Division has reviewed the City of Fresno Plat Package and has the following comments:

1. The plats identify the relocation of numerous existing water mains operated by the City. The following items pertain to the City's standards, policies and procedures for water main construction:
 - a. All public water facilities shall be constructed in accordance with the City of Fresno Department of Public Works standards, specifications, and policies.
 - b. Engineered improvement plans prepared by a Registered Civil Engineer shall be submitted for Department of Public Utilities review and approvals for all proposed additions and/or modification to the City water system. The plans shall depict neighboring parcels and proposed plans for their continued service, the location for all irrigation, fire, and domestic water services and backflow prevention devices if required. All proposed City water mains shall be looped; dead end mains will not be allowed.
 - c. All proposed water main additions and/or modification to the City water system shall be constructed or remain within the public right-of-way or within a dedicated water main easement as approved by the City. Water main easements shall be a minimum of 30-feet in width and be clear, unobstructed, and accessible at all times by the City.
 - d. Pursuant to Fresno Municipal Code Sec. 6-527(b), the City of Fresno will perform all connections to the live water system including water main wet ties, service taps, and abandonments. The HSR project will be responsible for the cost of all City performed connections. Cost estimates for the City performed connections will be prepared when improvement plans are submitted to the City for review. The cost for all connections (except for water service installations 2-inch and smaller) will be based on the actual time, materials and equipment used to perform the work. The cost for water service installations 2-inch and smaller will be the current fee identified in the City of Fresno Master Fee Schedule which can be viewed at the following link:
<http://www.fresno.gov/Government/DepartmentDirectory/Finance/Budget/MasterFeeSchedule/CurrentFiscalTableofContents.htm>



A Nationally Accredited Public Utility Agency

Appendix B, Exhibit B-1

2. All existing wells within the HSR project area shall be sealed and abandoned in compliance with the State of California Well Standards, Bulletin 74-90 or current revisions issued by the California Department of Water Resources and City of Fresno standards.
3. Due to the limited number of water mains crossing the Highway 99, Union Pacific Railroad (UPRR), and proposed HSR corridor, the City may increase the size of existing water mains crossing the HSR alignment as necessary to ensure satisfactory levels of water service are maintained. Water main sizing will be determined when utility improvement plans are submitted to the City for review.
4. All proposed water main relocations shall be a minimum size of 8-inches in diameter.
5. All City water mains to be relocated shall be reconstructed utilizing new materials. The reuse of existing pipe, fittings, hydrants, and other ancillary materials and equipment will not be approved.
6. All Plats – The plan indicates that existing water mains crossing the proposed HSR alignment are to be protected in place. All City water mains crossing the HSR alignment shall be constructed/reconstructed utilizing new ductile iron pipe within a steel conductor casing. No split casings for the preserving of existing water mains will be approved.
7. Plat 5 – Upsize the proposed 14-inch water main in North Carnegie Avenue to 16-inches.
8. Plat 5 – Upsize the proposed 14-inch water main in North Golden State Boulevard to 16-inches.
9. Plat 6 – Upsize the proposed 14-inch water main in North Golden State Boulevard to 16-inches.
10. Plat 7 – Upsize the proposed 14-inch water main in North Golden State Boulevard to 16-inches.
11. Plat 7 – Upsize the proposed 14-inch water main in the crossing of the HSR between North Weber Avenue and North Golden State Boulevard to 16-inches.
12. Plat 7 & 8 – Abandon the existing 8-inch water main located in West Shaw Avenue between North Golden State Boulevard and North Cornelia Avenue. Provide water services to affected parcels.
13. Plat 8 – Construct new 16-inch water main in steel casing between North Golden State Boulevard & West Shaw Avenue.
14. Plat 8 – Upsize the proposed 14-inch water main in North Golden State Boulevard to 16-inches.
15. Plat 9 – Upsize the proposed 14-inch water main in North Golden State Boulevard to 16-inches.
16. Plat 10 – Upsize the proposed 14-inch water main in North Golden State Boulevard to 16-inches.
17. Plat 10 – Reconstruct the existing 14-inch water main with a 16-inch water main in steel casing in West Ashlan Avenue between North Golden State Boulevard and North Marty Avenue.

Appendix B, Exhibit B-1

18. Plat 10 – Replace the 14-inch water main in North Golden State Boulevard between of West Ashlan Avenue and West Swift Avenue with a 12-inch water main.
19. Plat 11 – Abandon the 14-inch diameter water main in North Parkway Drive between West Dakota Avenue and West Shields Avenue and replace with a 16-inch water main. 30-foot easement required.
20. Plat 14 & 15 – Relocate the 12-inch water main located in North Parkway Drive south of West Vassar Avenue to the new alignment.
21. Plat 15 – Retain the existing 12-inch water main located in West Vassar Avenue between North Pleasant Avenue and the new North Parkway Drive alignment.
22. Plat 15 – Retain the existing 8-inch water main in the North Lafayette Avenue Alignment.
23. Plat 16 – Construct a 12-inch diameter water main in the proposed West McKinley Avenue Connector.
24. Plat 16 – Abandon the existing 8-inch main and replace with a 12-inch water main in North Golden State Boulevard from the proposed “McKinley Connector” north to serve APN 442-122-26.
25. Plat 16 – Reconstruct 12-inch water main with a steel casing located under crossing.
26. Plat 16 – Provide sufficiently sized casing for future 30-inch Regional Transmission Main under crossing.
27. Plat 17 – Replace 12-inch water main with a 16-inch water main in steel casing between Pump Stat #054 and North Golden State Boulevard.
28. Plat 17 & 18 – Relocate the 12-inch water main located in West Olive Avenue between North West Avenue & North Golden State Boulevard to the south side of road.
29. Plat 17 & 18 – Reconstruct 12-inch water main within a steel casing in West Olive Avenue under the proposed crossing.
30. Plat 18 – Relocate or reconstruct the 12-inch water main within West Belmont Avenue between North Arthur Avenue and North Thorne Avenue.
31. Plat 18 – Reconstruct the 12-inch water main in North Thorne Avenue at the HSR crossing and continue water main to West Belmont Avenue.
32. Plat 18 – The proposed City water main crossing HSR at West Belmont Ave will not allow the City to access the water main due to the proximity of the proposed gas facilities. The Belmont/HSR water main crossing design will require additional planning and revisions prior to City approval.
33. Plat 19 – Construct a 16-inch water main within a steel casing in East Divisidero Avenue from G Street to North Roosevelt Avenue.
34. Plat 21 – Install steel casing for future 16-inch water main between G Street and H Street.

Appendix B, Exhibit B-1

35. Plat 21 – Reconstruct 12-inch water main for the new Fresno Street underpass and within a steel casing crossing the future HSR.
36. Plat 22 – Reconstruct 12-inch water main within a steel casing in Kern Street at future HSR crossing.
37. Plat 22 – Install steel casing for future 24-inch Regional Transmission Main in Mono Street between G Street and H Street.
38. Plat 22 – Relocate existing 12-inch water main within a steel casing in Ventura Boulevard between G Street and H Street.
39. Plat 22 – Install steel casing for future 16-inch water main in Ventura Boulevard between G Street and H Street.
40. Plat 23 – Reconstruct 12-inch water main within a steel casing in Monterey Street between G Street and H Street.
41. Plat 23 – Install a steel casing for future 24-inch Regional Transmission Main.
42. Plat 23 – Abandon 6-inch water main located in South Cherry Avenue and replace with an 8-inch water main.
43. Plat 24 – Abandon 8-inch water main located in South Sarah Street and relocate with a 10-inch water main.
44. Plat 24 – Abandon 10-inch water main and construct a 12-inch water main within a steel casing in East Florence Avenue.
45. Plat 24 & 25 – Abandon 10-inch water main and construct a 16-inch water main within a steel casing in East Church Avenue.
46. Plat 25 – Abandon 12-inch water main in South Railroad Avenue and relocate through a 30-foot water main easement back to South Golden State Boulevard.
47. Plat 26 – Install a steel casing for future 16-inch water main in East Jensen Avenue between South Orange Avenue and South Golden State Boulevard.
48. Plat 27 – Replace affected 14-inch water main with a 16-inch water main within a steel casing in South Golden State Boulevard.
49. Plat 27 – Install a steel casing for future 24-inch water main in South Golden State Boulevard.
50. Plat 28 – Is existing industrial business park to remain? Resolve connectivity issues in East Hardy Avenue and East North Avenue.
51. Plat 28 – Replace 14-inch water main with a 16-inch water main within a steel casing in East North Avenue at the HSR crossing.
52. Plat 29 – Reconstruct 14-inch water main with a 16-inch main within a steel casing located in East Muscat Avenue at the HSR crossing.

Appendix B, Exhibit B-2



Department of Public Utilities

Wastewater Management Division
5607 West Jensen Avenue
Fresno, California 93706-9458
559-621-5100 – FAX 559-498-1700
www.fresno.gov



October 28, 2013

To: High Speed Rail Authority

Subject: CALIFORNIA HIGH-SPEED TRAIN PROJECT
SIERRA SUBDIVISION PACKAGE 1C

Scope of Work

Drawings dated 4/27/12

City of Fresno Department of Public Utilities Wastewater Management Division Comments

Please review the following comments:

1. GENERAL NOTE 1: All access structures located in the HSR ROW or between the HSR and UPRR must be abandoned, refer to City of Fresno Standard Specifications section 17-8.5. If the access structure to be abandoned is located at a change in direction of a sewer the sewer must also be modified so that all changes in direction have access structures. In some cases the reroute of sewers will be required.
2. GENERAL NOTE 2: All sewer pipes to be demolished must be CCTV inspected for laterals prior to demolishing. All laterals must be investigated and if active must be rerouted to an active sewer.
3. GENERAL NOTE 3: All sewers which cross the HSR ROW must be protected in place with a steel casing which extends 10 feet past the HSR ROW. Additionally all sewers crossing the HSR must have an additional redundant steel casing capable of holding the existing sewer pipe installed parallel to the existing sewer. The redundant casing must maintain the slope and elevation of the existing sewer.
4. GENERAL NOTE 4: Any proposed change in direction of any sewer line must include a manhole at that location and the manhole must be in a location which is easily accessed by the City for maintenance.
5. Drawing number UT-C4060 – Please refer to GENERAL NOTES 1, 2, 3, AND 4. Specifically, Wastewater (WW) requires an additional steel casing in place next to each sewer crossing under the HSR on this page there are (2) an 18" and a 27" diameter sewer lines.
6. Drawings number UT-C4061, C4062, and C4078 – Please refer to GENERAL NOTES 1, 2, 3, AND 4. The relocation/rerouting of the new sewer down the existing alignment down S. Sarah St is not preferred unless permanent access is provided for



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Appendix B, Exhibit B-2

sewer maintenance (the Vector truck access at minimum). Additionally WW requires steel casings in place next to each sewer crossing under the HSR on this page there are (2) a 20" and a 14" diameter.

7. Drawing number UT-C4063 – Please refer to GENERAL NOTES 1, 2, 3, AND 4. At the UPRR crossing there are (4) sewer lines (30",14",10" and 8"). The 30" is proposed to be relocated along a similar alignment which is acceptable as long as an additional spare casing is provided under the UPRR and HSR lines. The 14" sewer is proposed to be removed, this is unacceptable this is a forced main which is critical for future plans by the WW division. The 14" line may be realigned and/or grade changes made, as long as the pipe is reinstalled to serve the existing connections. The Relocation of the 10" sewer line is acceptable. The 8" private sewer is not private. It is a City of Fresno forced main. The line is active from the UPRR to the West. There is a service connection between manhole shown just to the West of the HSR and the manhole just to the East of the HSR. This must be rerouted out of the HSR alignment and reconnected to the West side of the HSR. There must be access outside the HSR alignment.
8. Drawing number UT-C4064, UT-C4065. Please refer to GENERAL NOTES 1, 2, 3, AND 4
9. Drawing number UT-C4066- Please refer to GENERAL NOTES 1, 2, 3, AND 4. Wastewater (WW) requires an additional steel casing in place next to each sewer crossing under the HSR on this page there is a 48" diameter sewer line.
10. Drawing number UT-C4068-Please refer to GENERAL NOTES 1, 2, 3, AND 4. Also there is a manhole shown between HSR line S1 and S2. This is unacceptable. All existing and/or new manholes must be outside the HSR and UPRR alignment to allow access for sewer maintenance.
11. Drawing number UT-C4069-Please refer to GENERAL NOTES 1, 2, 3, AND 4. WW requires an additional steel casing in place next to each sewer crossing under the HSR on this page there is a 10" diameter sewer line.
12. Drawing number UT-C4070- Please refer to GENERAL NOTES 1, 2, 3, AND 4. No sewer lines are shown on this plan. In North Avenue running under the proposed HSR are a 57" and 8" sewer line. Unless a permanent maintenance agreement is given to the City, WW requires an additional steel casing in place next to each sewer crossing under the HSR.

Thank you,

Kevin Norgaard
Supervising Professional Engineer
City of Fresno-DPU Wastewater Management Division
5607 West Jensen Avenue
Fresno, CA 93706
Tel. 559-621-5297
Fax.559-498-1700

Appendix B, Exhibit B-3

California High-Speed Rail Environmental Comments and Responses for the Final Environmental Impact Report/Environmental Impact Statement for the Merced to Fresno Section of the High-Speed Rail Project, Chapter 19, Submission 703, Pages 62 to 82

Exhibit B-3: California High-Speed Rail Environmental Comments and Responses for the Final Environmental Impact Report/Environmental Impact Statement for the Merced to Fresno section of the High-Speed Rail Project, Chapter 19, Submission 703, Pages 62 to 82 is hereby incorporated by reference and made part of this Agreement as if attached hereto.

A copy of Exhibit B-3, can be found at the internet site:

http://www.hsr.ca.gov/Programs/Environmental_Planning/final_merced_fresno.html

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Appendix B, Exhibit B-4

California High-Speed Rail Environmental Comments and Responses for the Final Environmental Impact Report/Environmental Impact Statement for the Fresno to Bakersfield Section of the High-Speed Rail Project pertaining to the City of Fresno

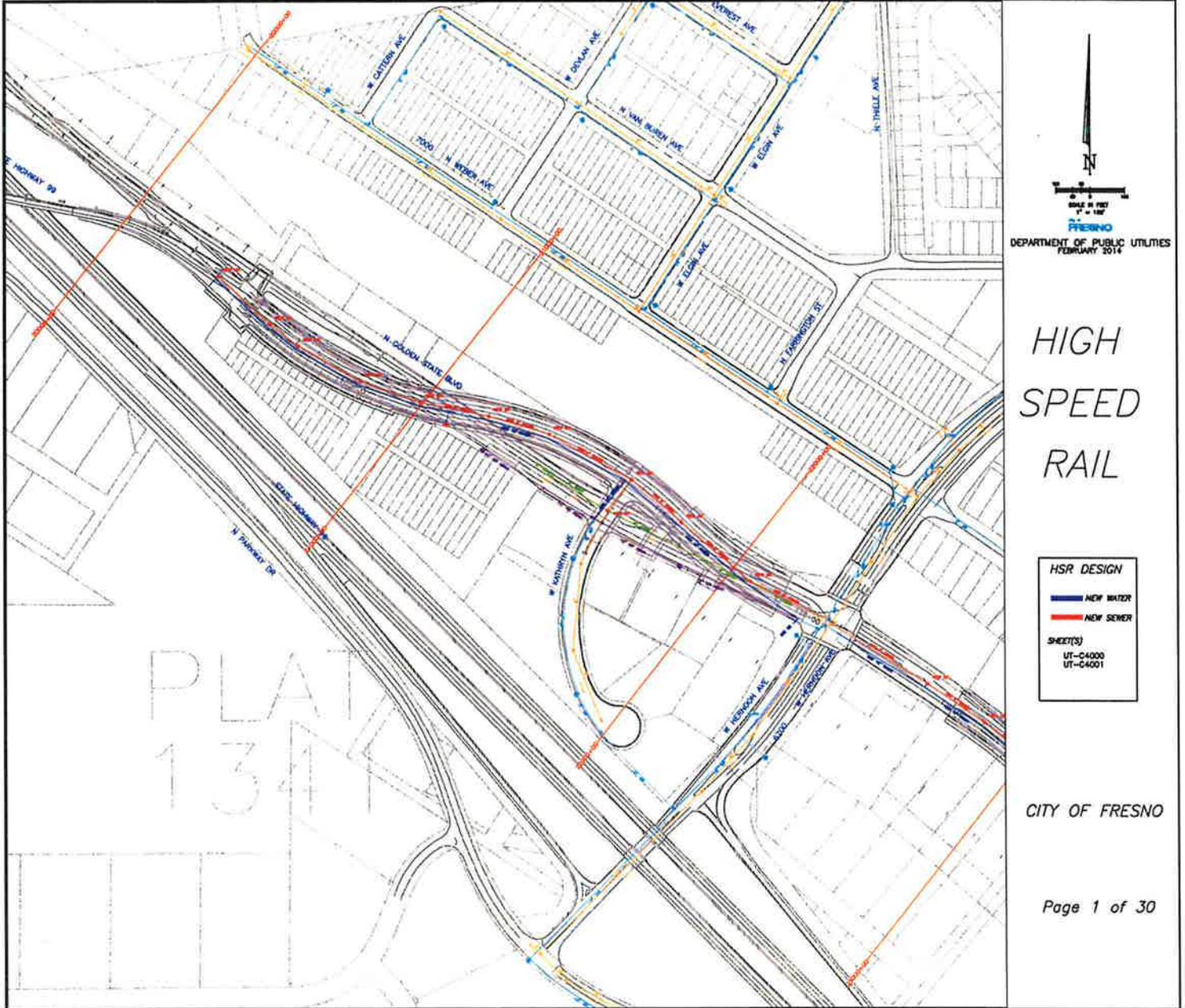
Exhibit B-4: California High-Speed Rail Environmental Comments and Responses for the Final Environmental Impact Report/Environmental Impact Statement for the Fresno to Bakersfield section of the High-Speed Rail Project pertaining to the City of Fresno is hereby incorporated by reference and made part of this Agreement as if attached hereto.

A copy of Exhibit B-4, can be found at the internet site:

http://www.hsr.ca.gov/Programs/Environmental_Planning/final_fresno_bakersfield.html

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Appendix B, Exhibit B-5




SCALE: 1" = 100'
FRESNO
DEPARTMENT OF PUBLIC UTILITIES
FEBRUARY 2014

HIGH SPEED RAIL

HSR DESIGN

- NEW WATER
- NEW SEWER

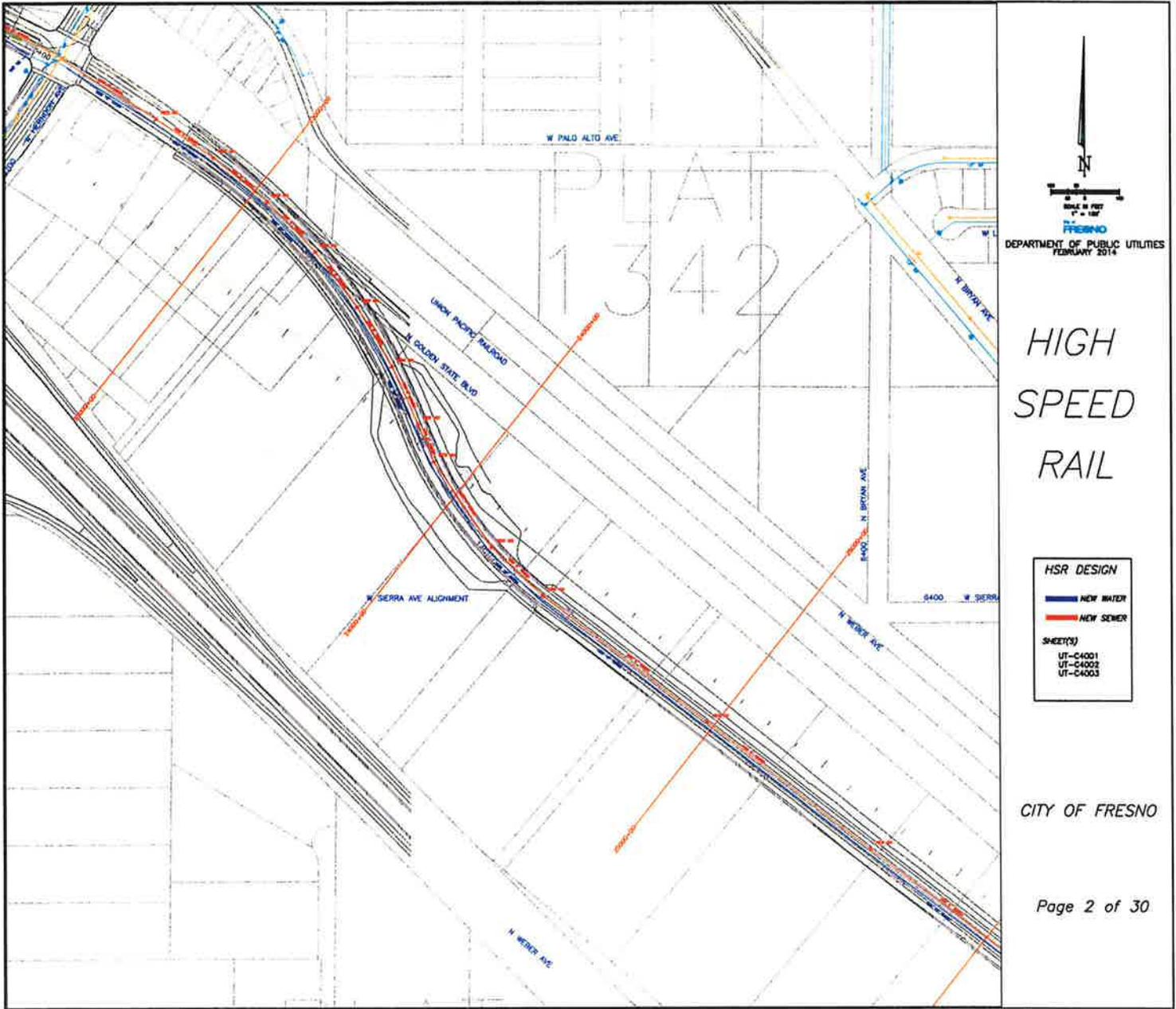
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CITY OF FRESNO

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DEPARTMENT OF PUBLIC UTILITIES
FRESNO
FEBRUARY 2014

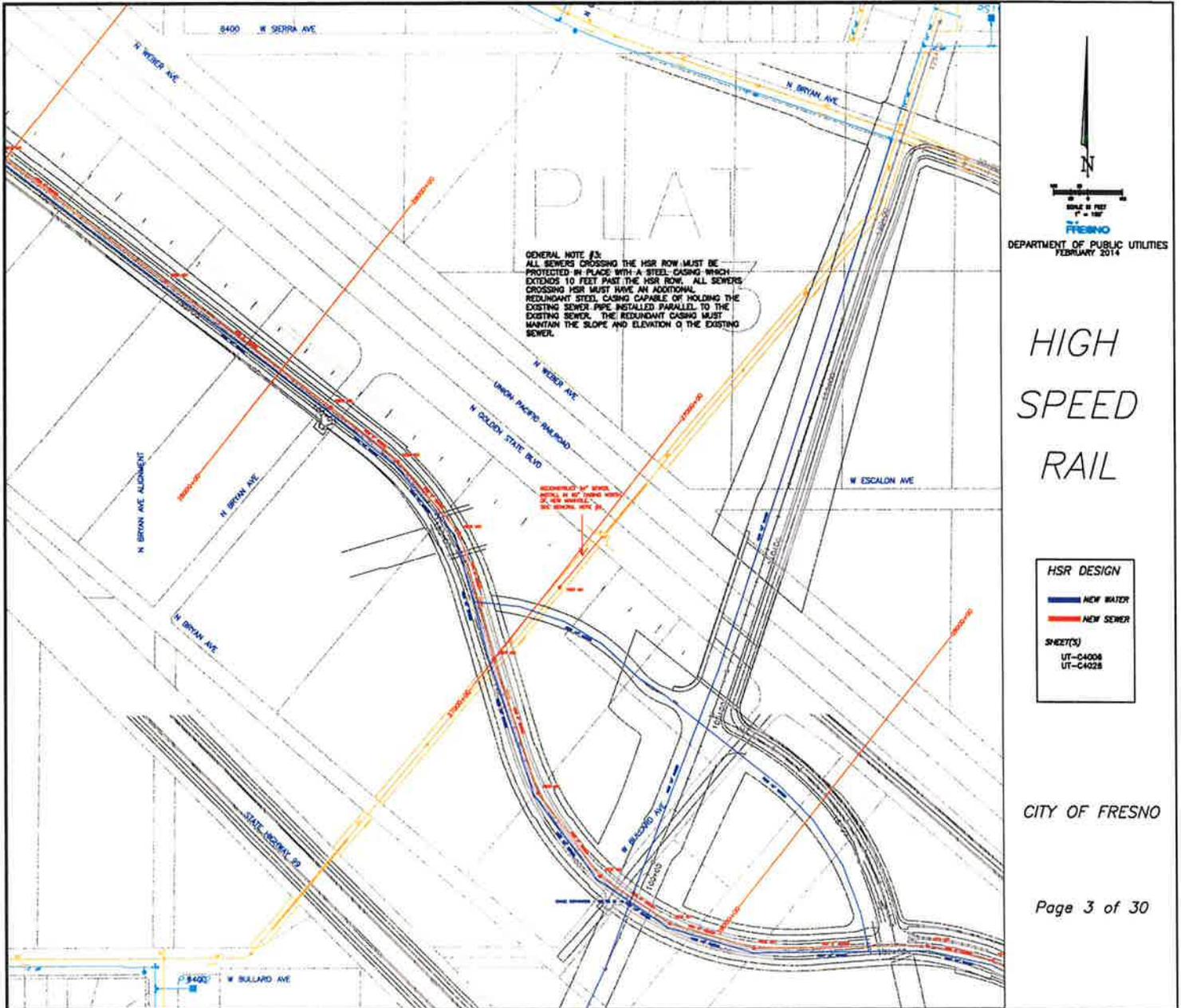
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HSR DESIGN
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— NEW SEWER
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CITY OF FRESNO

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Appendix B, Exhibit B-5




 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

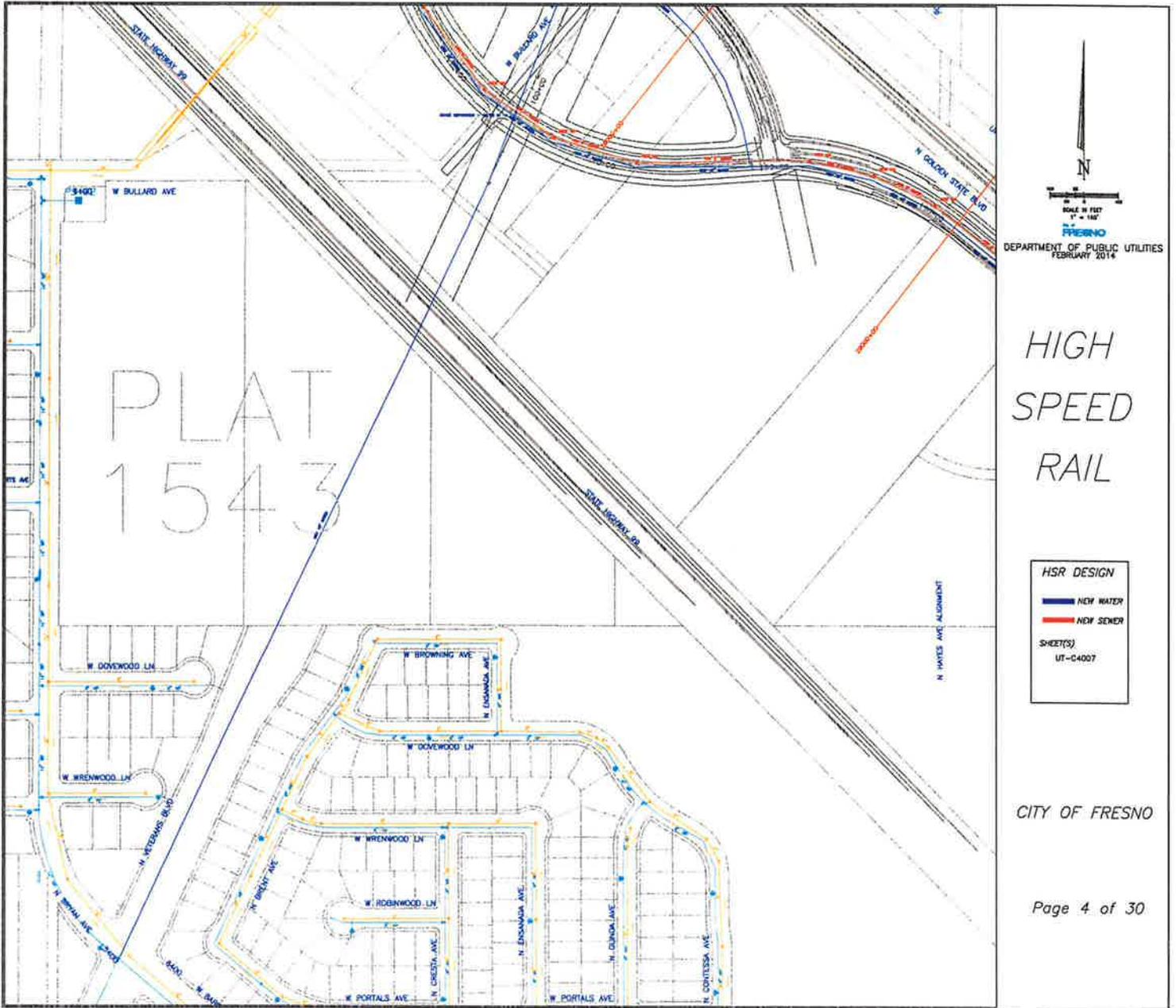
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HSR DESIGN
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CITY OF FRESNO

Page 3 of 30

Appendix B, Exhibit B-5



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 FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

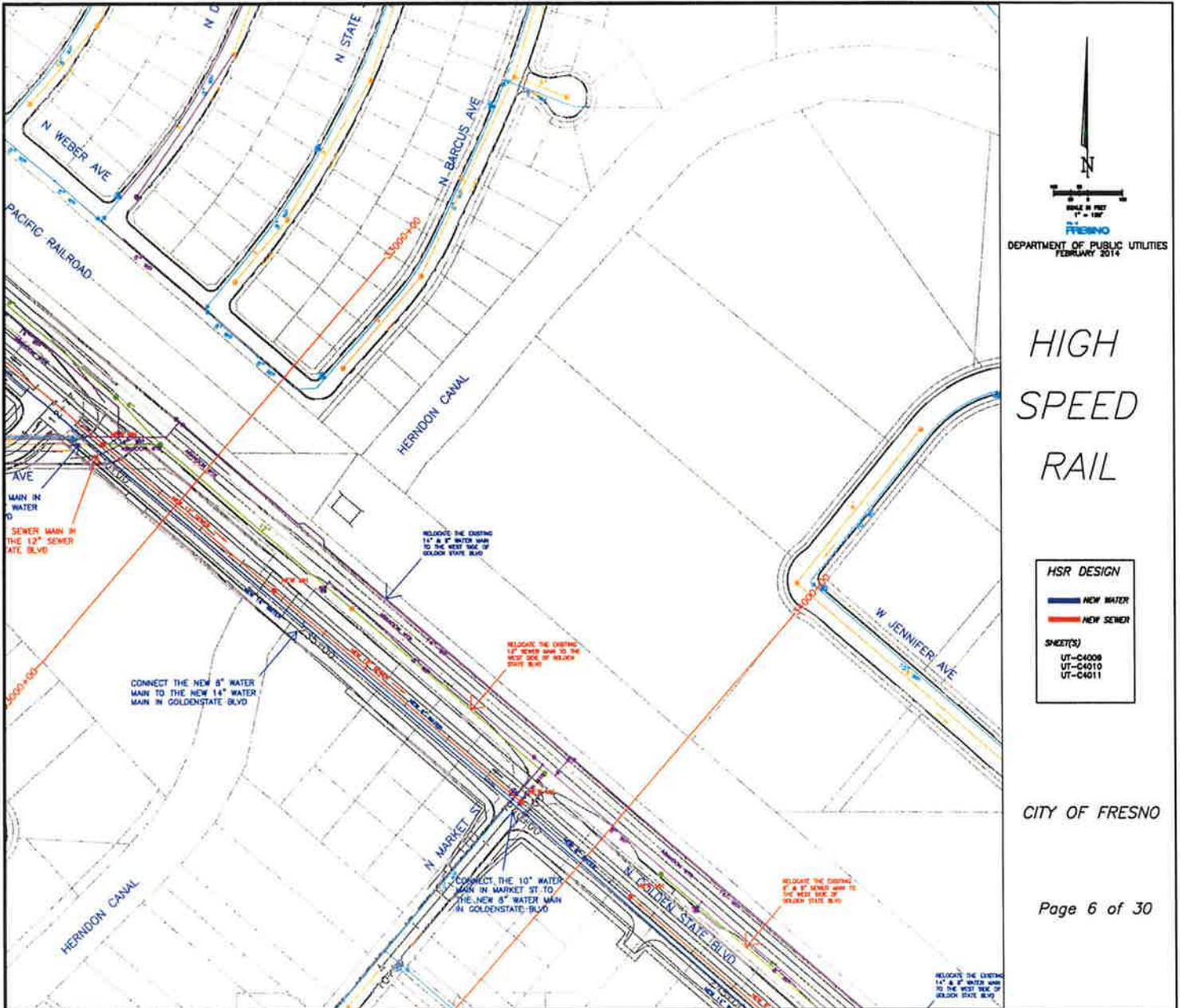
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CITY OF FRESNO

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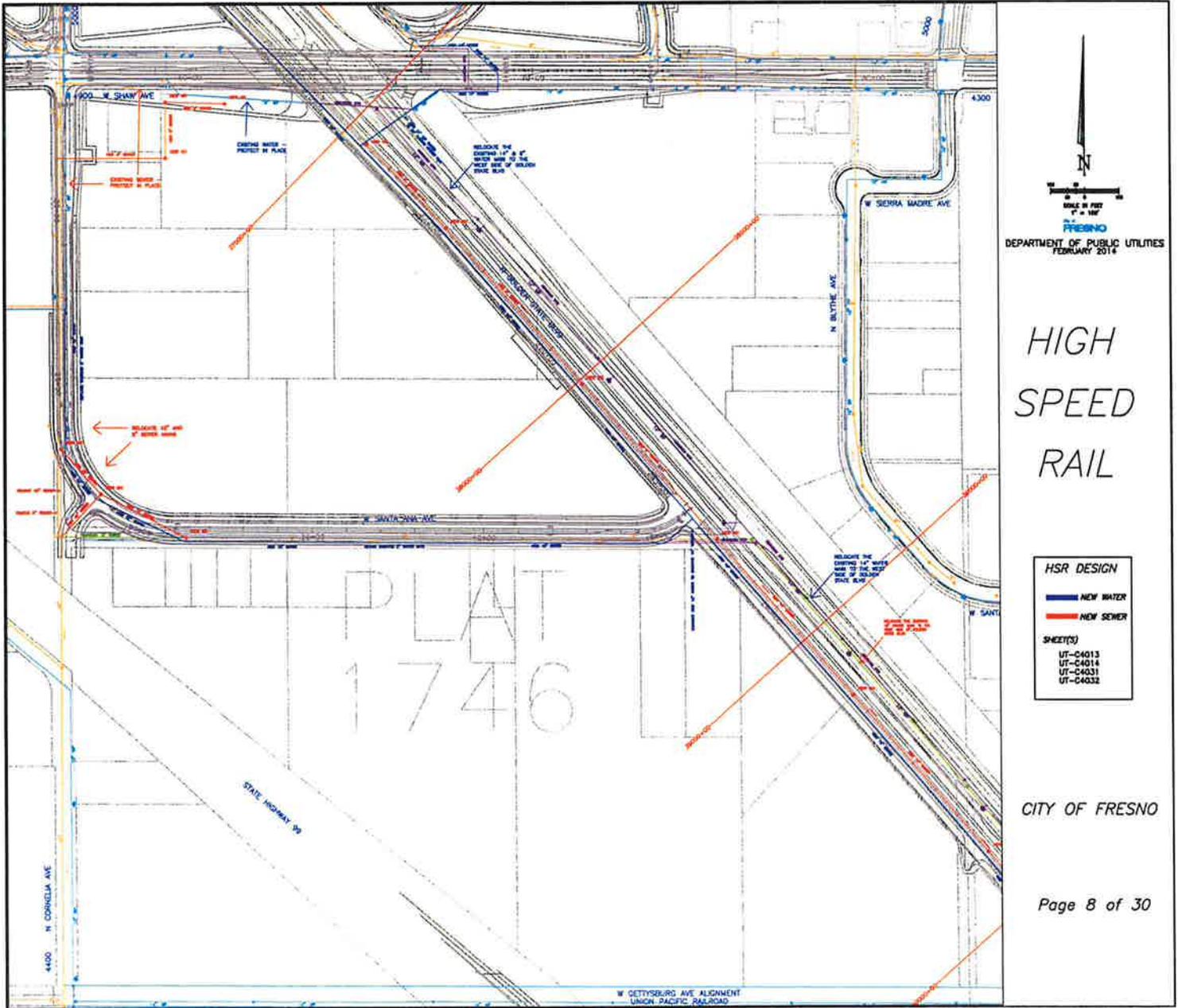
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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH SPEED RAIL

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CITY OF FRESNO

Appendix B, Exhibit B-5




 SCALE IN FEET
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 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

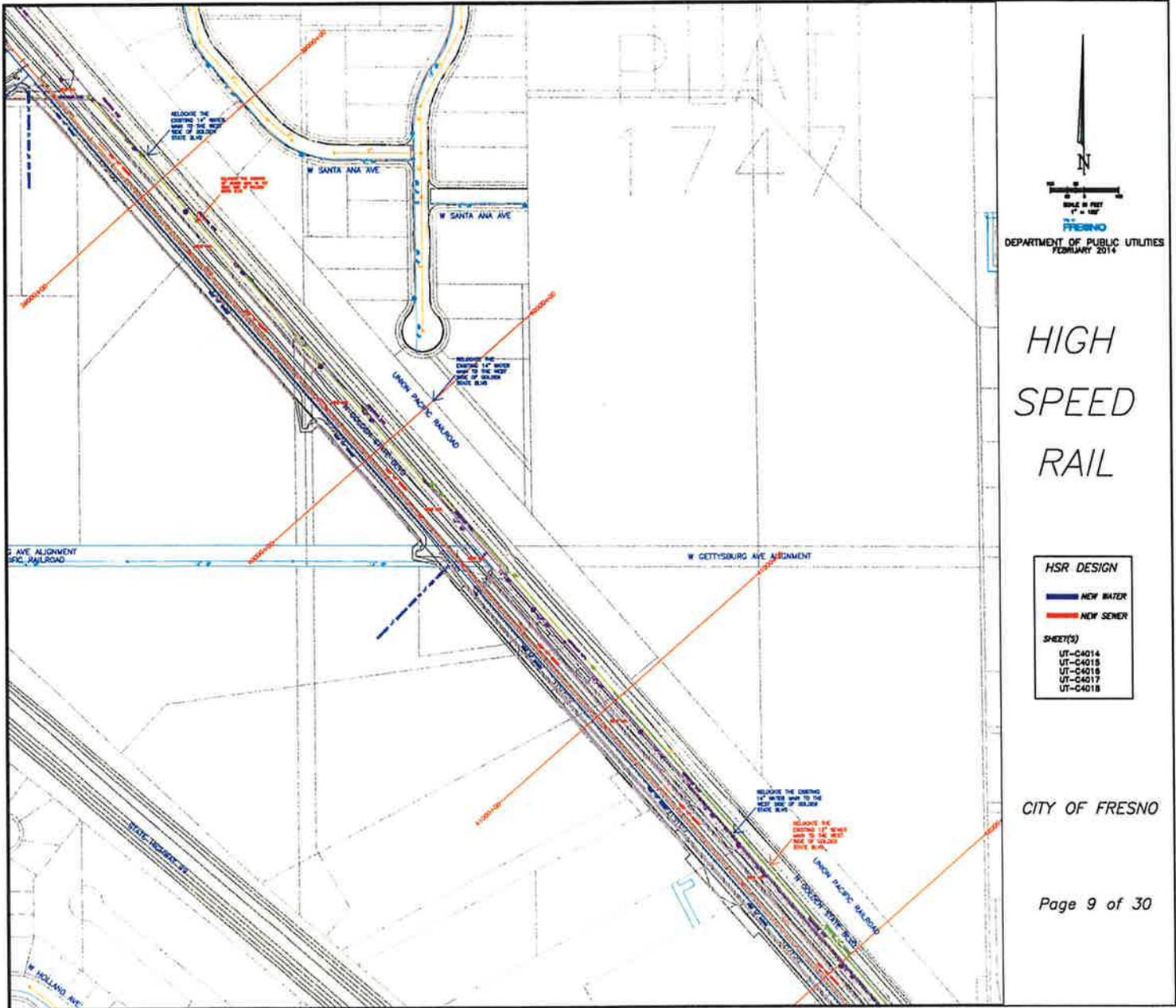
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CITY OF FRESNO

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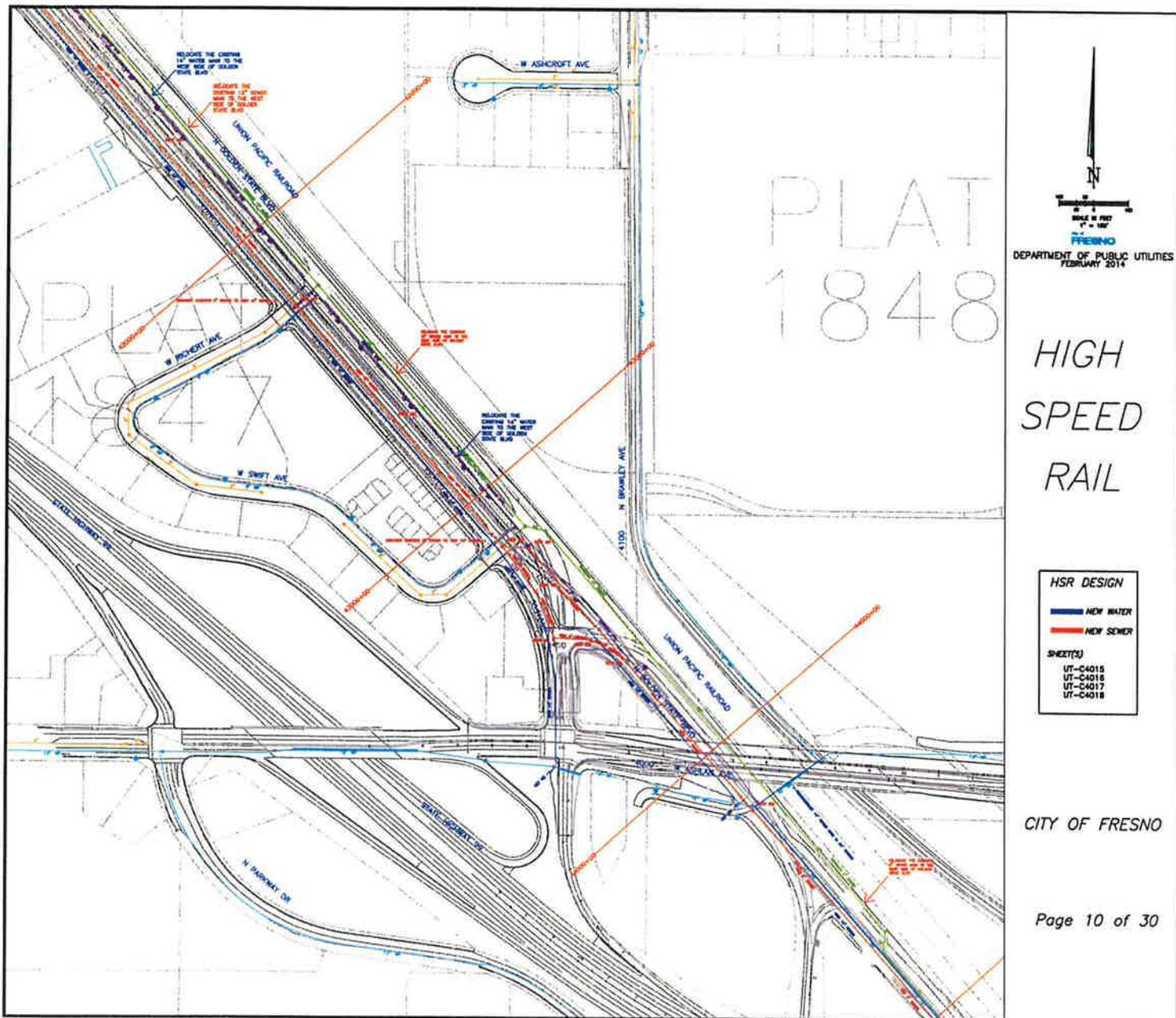

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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH SPEED RAIL

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CITY OF FRESNO

Appendix B, Exhibit B-5




 SCALE: 1" = 100'
 FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

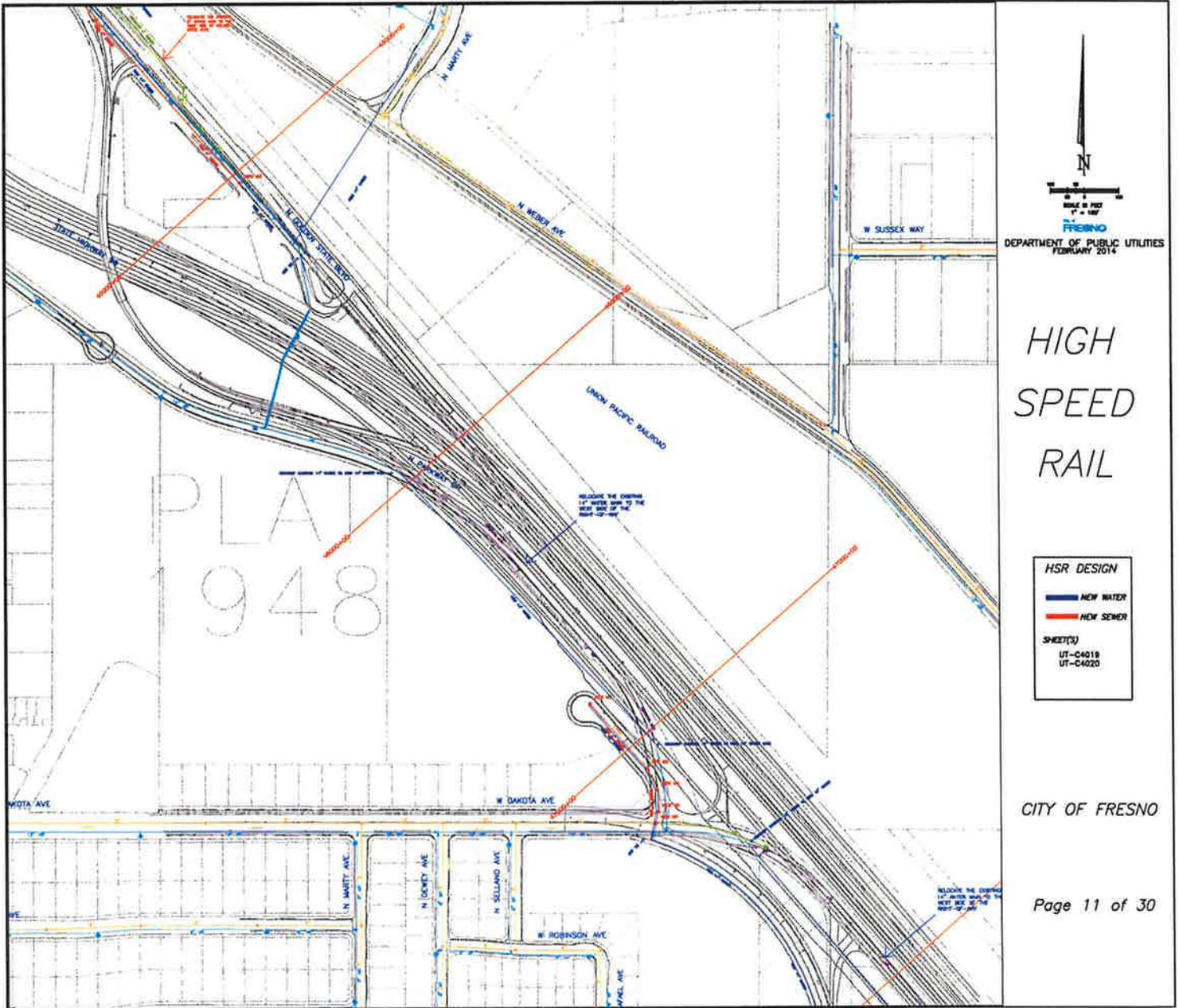
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CITY OF FRESNO

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 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

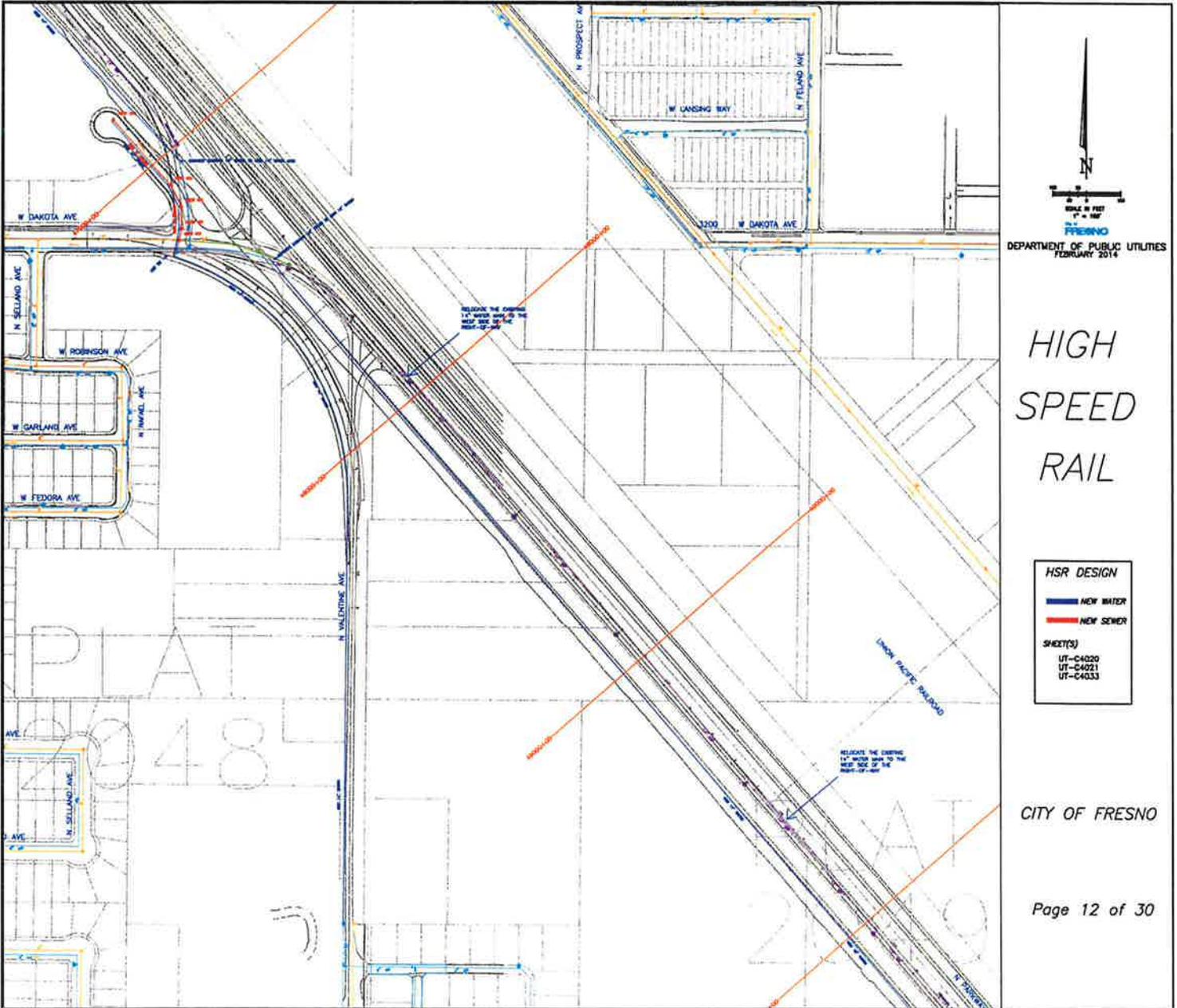
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CITY OF FRESNO

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 SCALE IN FEET
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 CITY OF FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

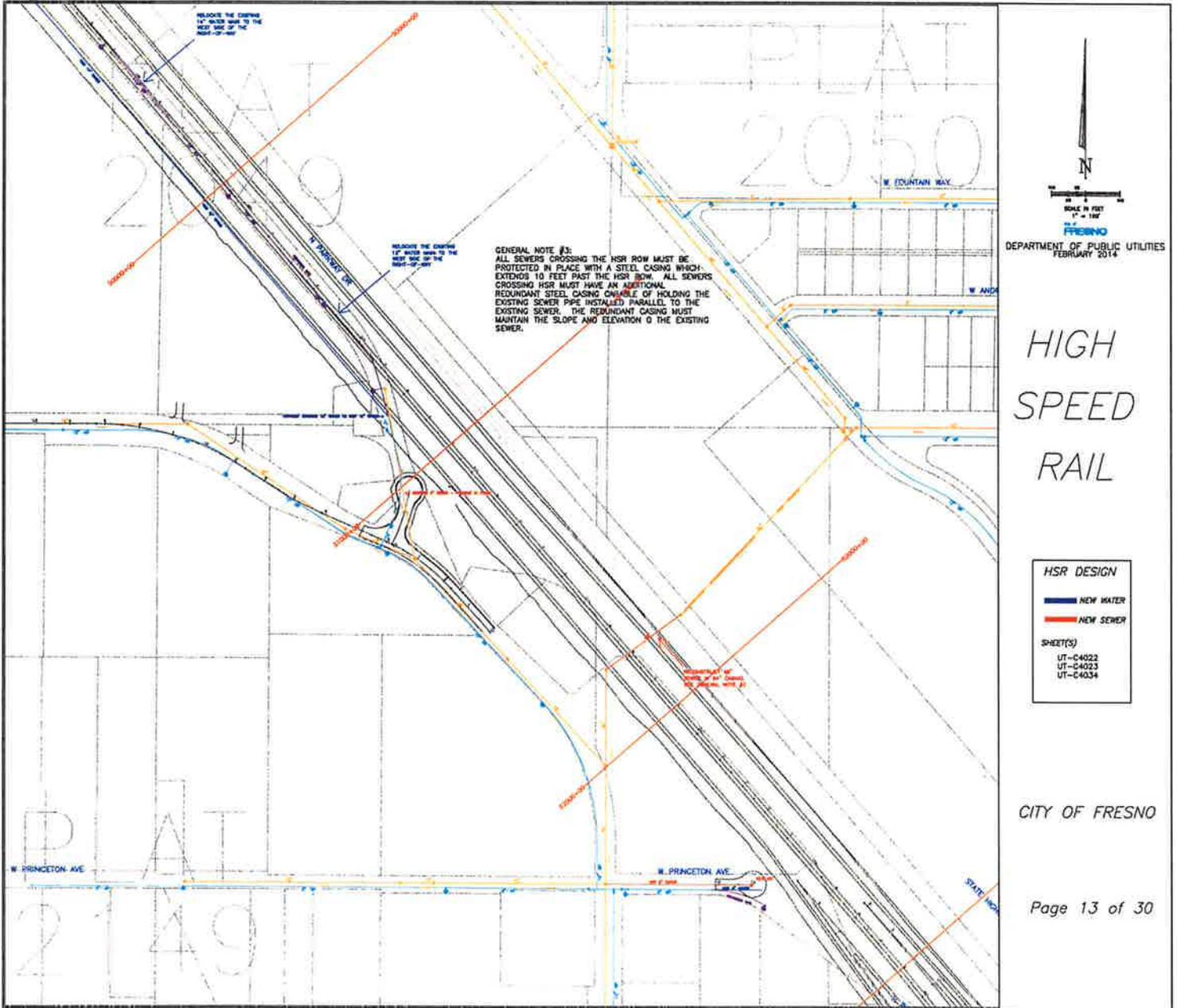
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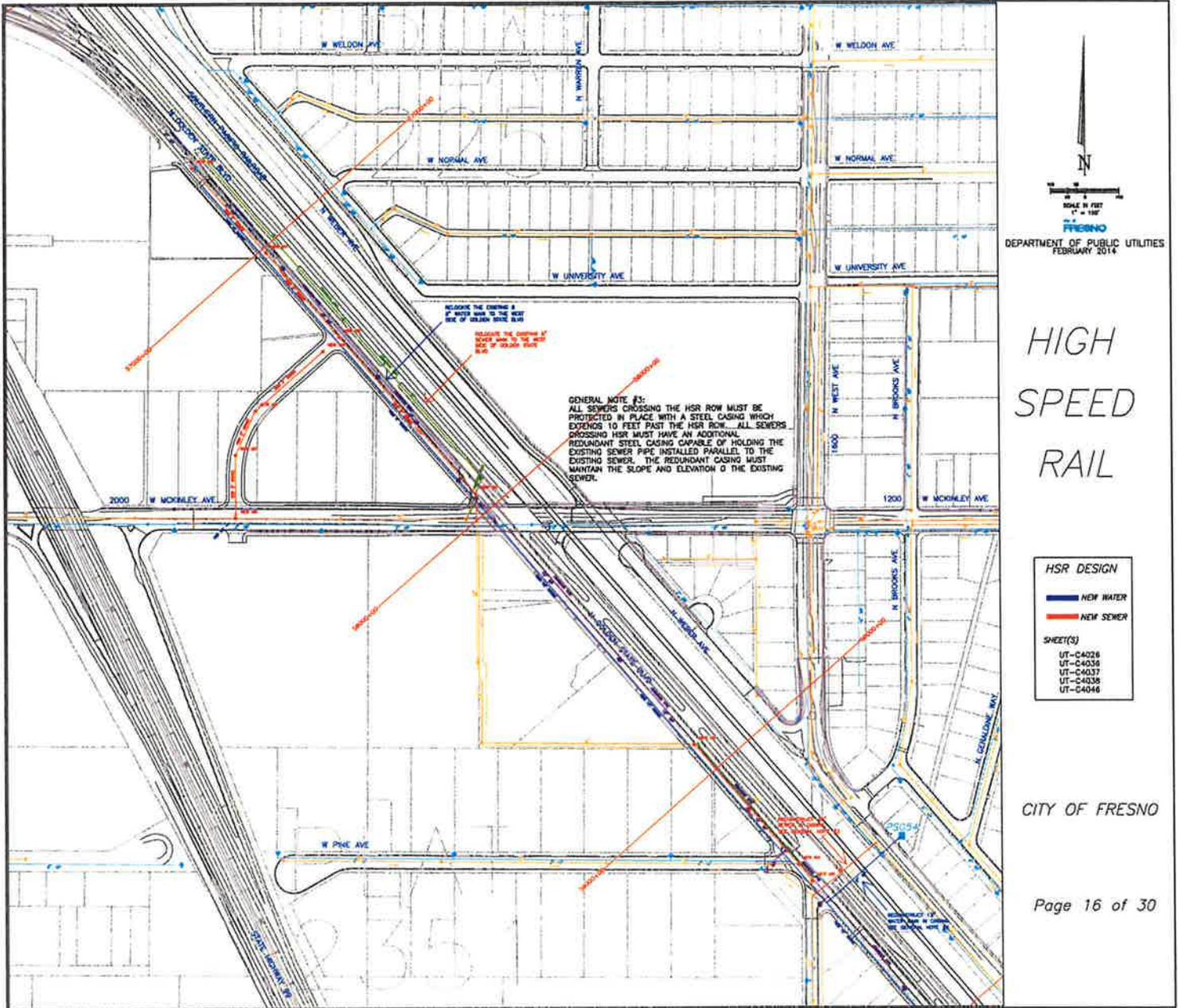
CITY OF FRESNO

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Appendix B, Exhibit B-5



Appendix B, Exhibit B-5

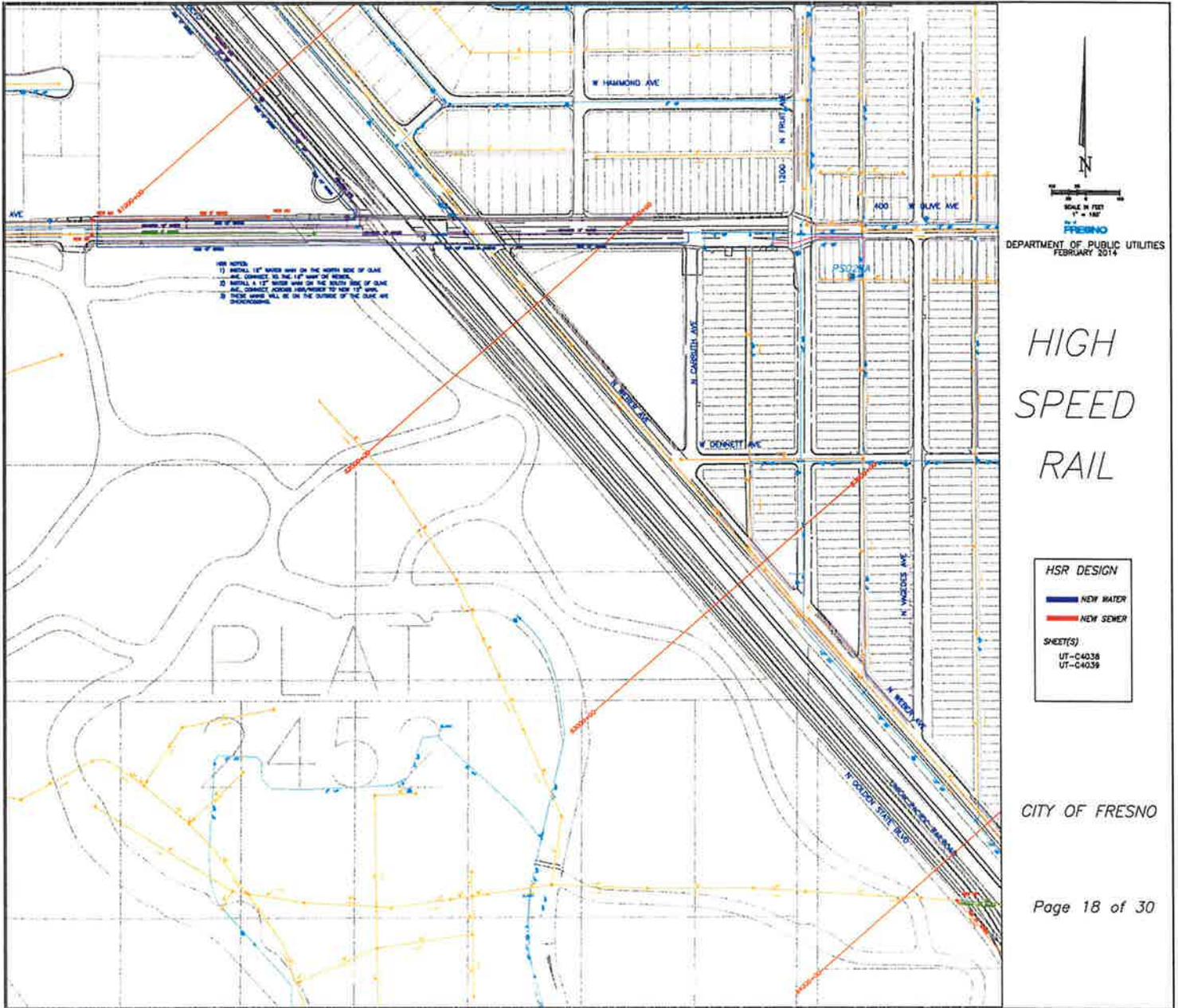


SCALE IN FEET
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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH
 SPEED
 RAIL

CITY OF FRESNO

Appendix B, Exhibit B-5




 SCALE IN FEET
 1" = 100'
 CITY OF FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

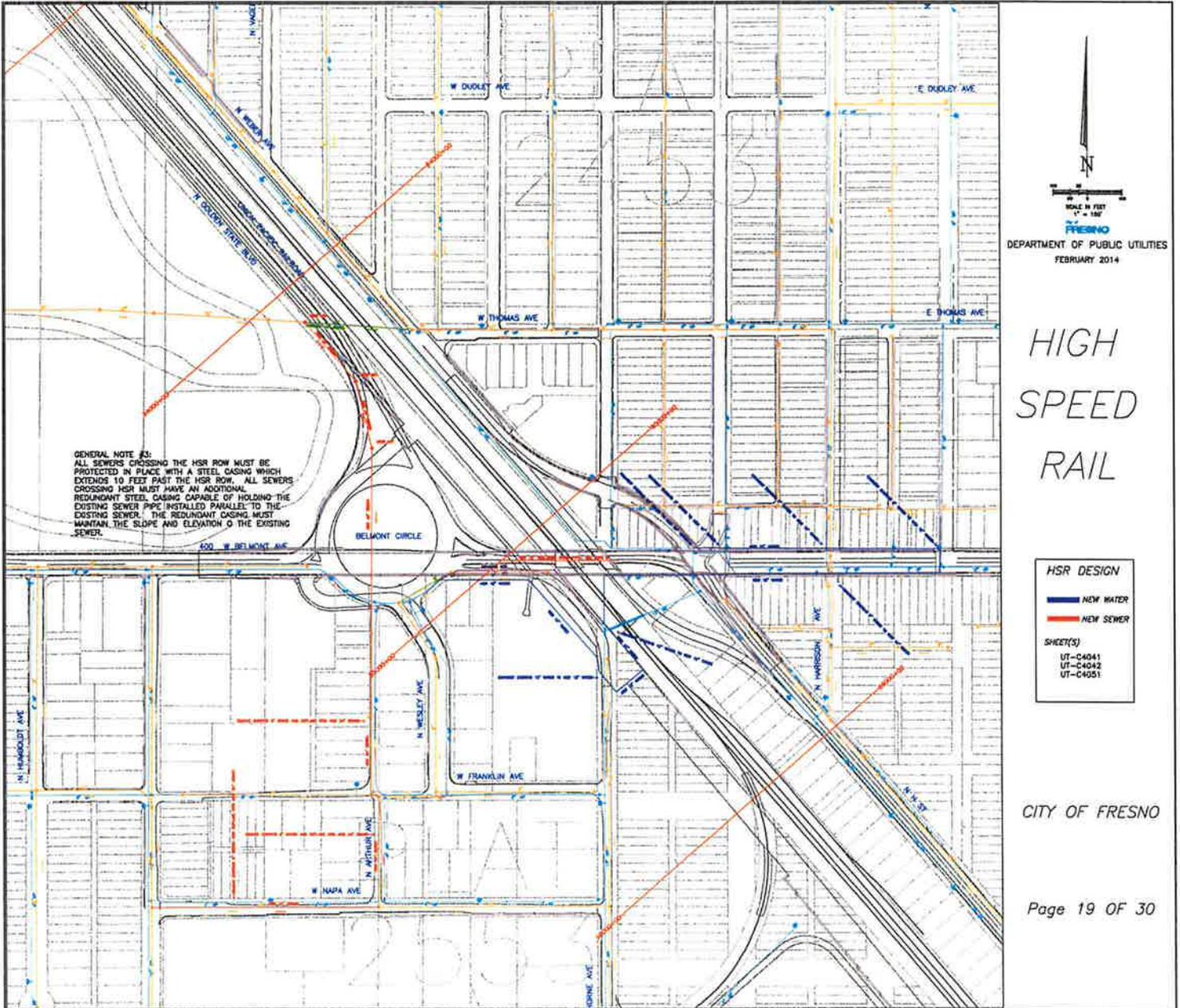
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HSR DESIGN
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CITY OF FRESNO

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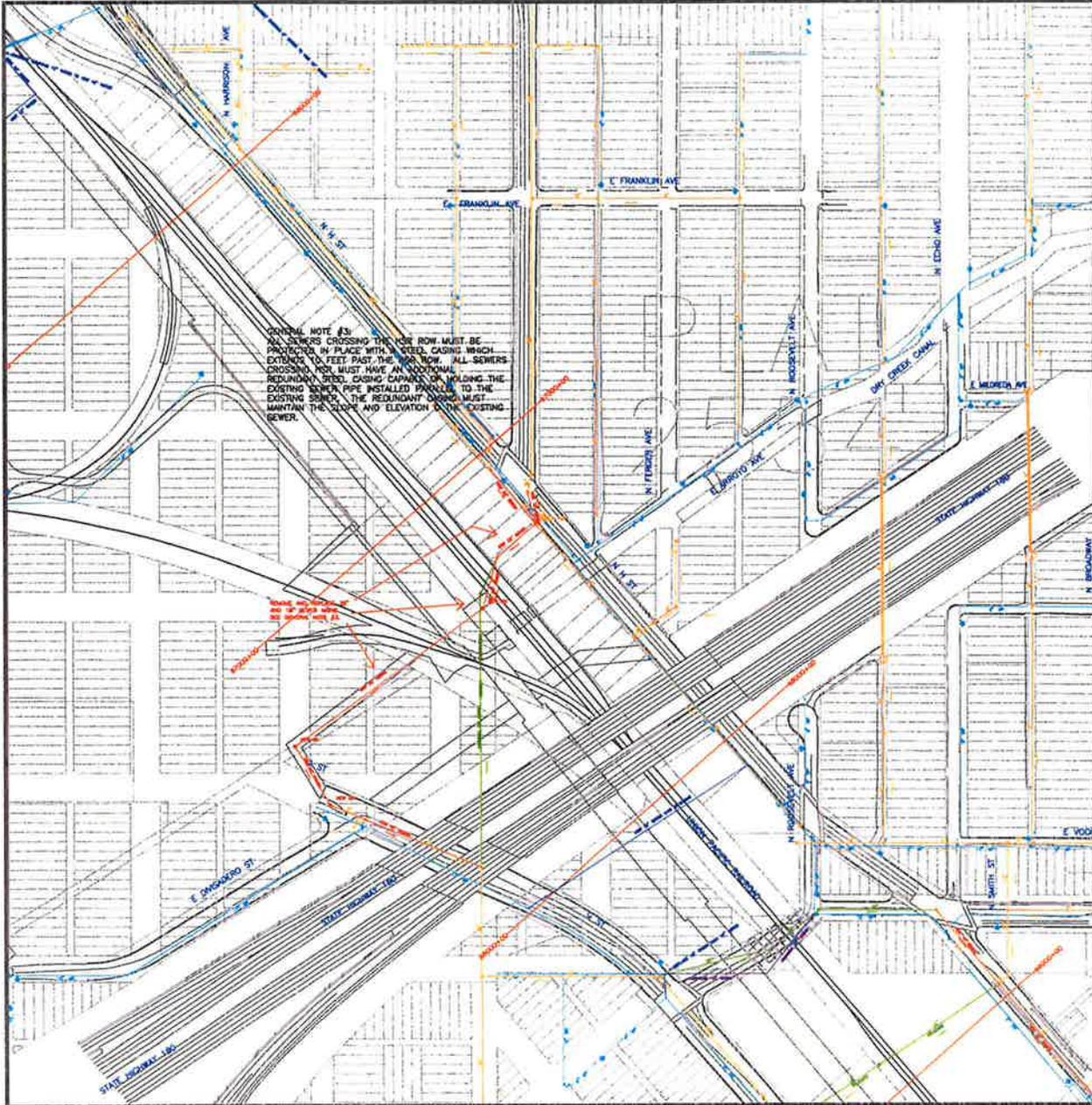
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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

*HIGH
 SPEED
 RAIL*

CITY OF FRESNO

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FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH SPEED RAIL

HSR DESIGN

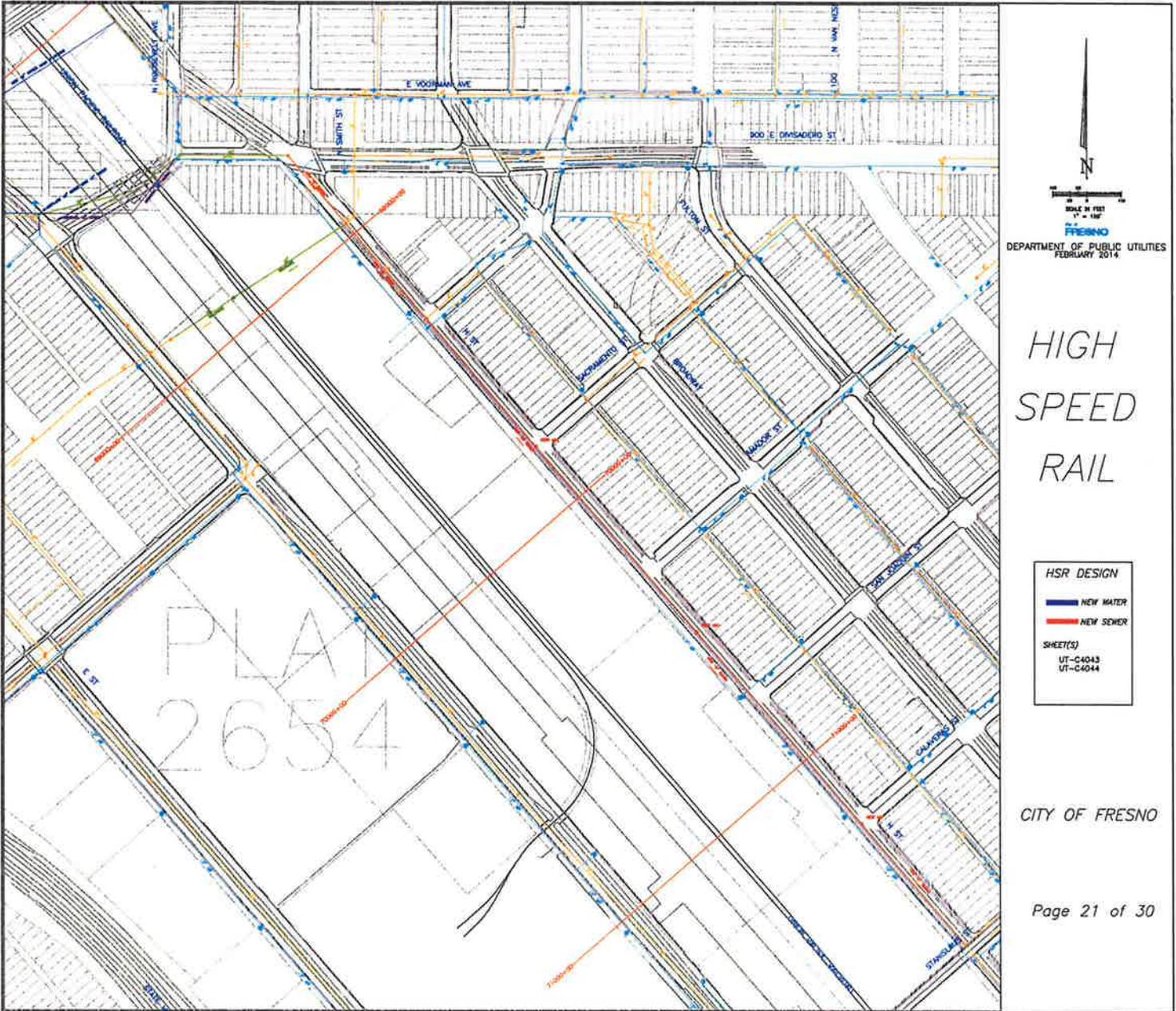
- NEW WATER
- NEW SEWER

SHEETS(S)
 UT-C4043
 UT-C4044

CITY OF FRESNO

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N
SCALE IN FEET
1" = 100'
FRESNO
DEPARTMENT OF PUBLIC UTILITIES
FEBRUARY 2014

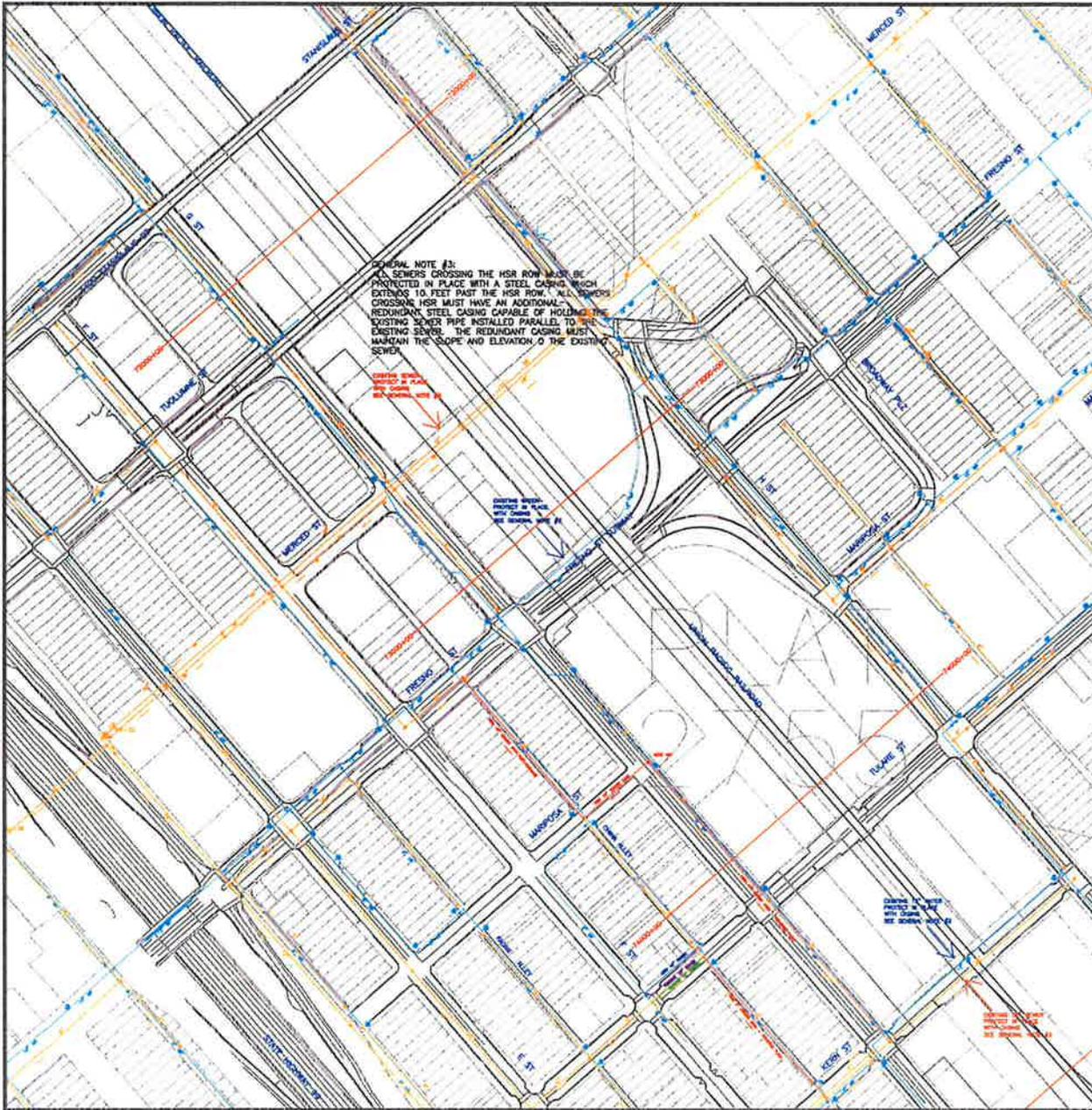
HIGH
SPEED
RAIL

HSR DESIGN
NEW WATER
NEW SEWER
SHEET(S)
UT-C4043
UT-C4044

CITY OF FRESNO

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N

SCALE IN FEET
 1" = 100'

FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

HIGH SPEED RAIL

HSR DESIGN

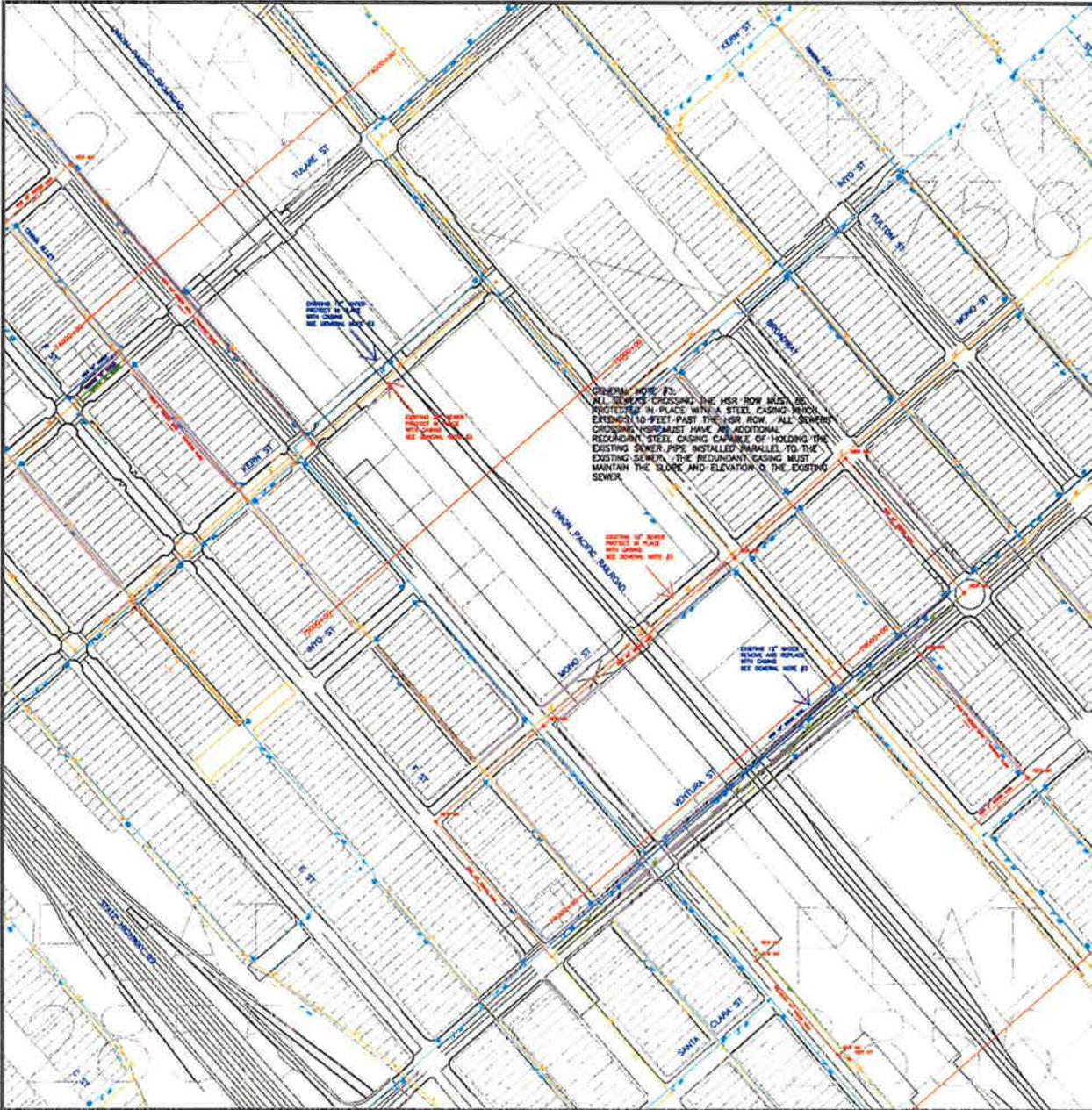
- NEW WATER
- NEW SEWER

SHEET(S)
 UT-C4044
 UT-C4045
 UT-C4054

CITY OF FRESNO

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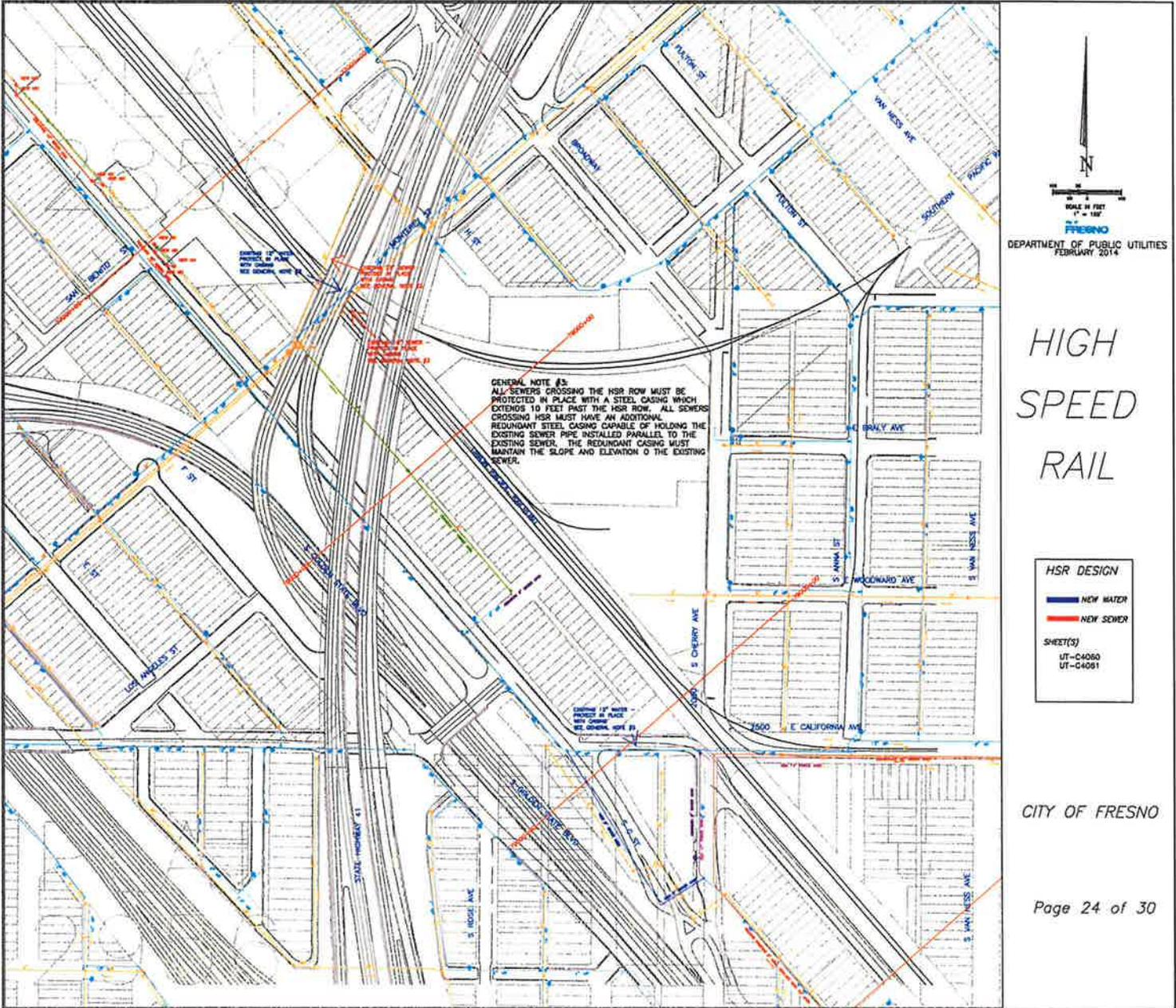
FRESNO
DEPARTMENT OF PUBLIC UTILITIES
FEBRUARY 2014

HIGH SPEED RAIL

HSR DESIGN	
—	NEW WATER
—	NEW SEWER
SHEET(S)	
UT-C4055	
UT-C4056	
UT-C4057	

CITY OF FRESNO

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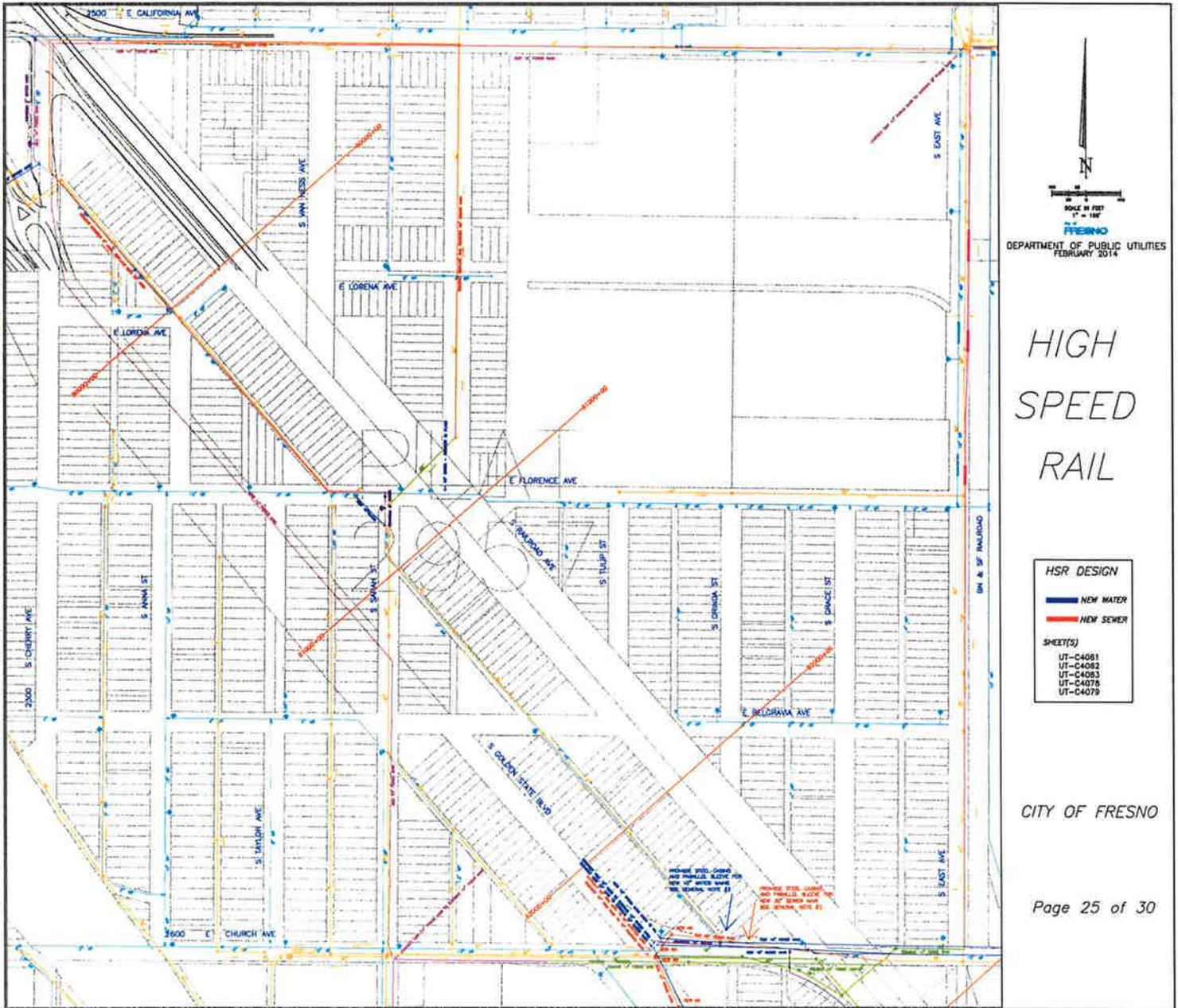
SCALE IN FEET
 1" = 100'
FRESNO
 DEPARTMENT OF PUBLIC UTILITIES
 FEBRUARY 2014

*HIGH
 SPEED
 RAIL*

CITY OF FRESNO

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 FEBRUARY, 2014

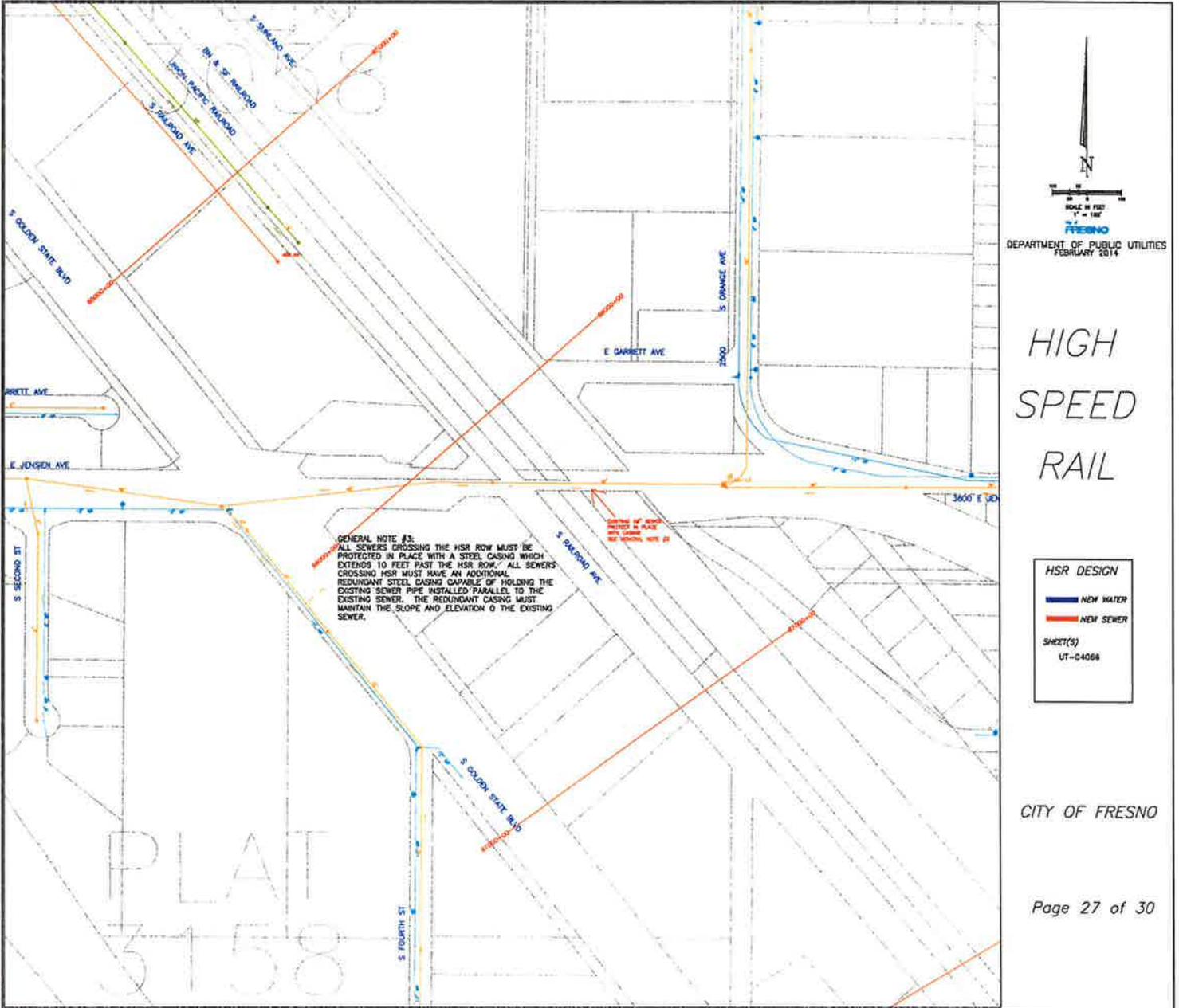
HIGH SPEED RAIL

HSR DESIGN
 NEW WATER
 NEW SEWER
SHEET(S)
 UT-C4081
 UT-C4082
 UT-C4083
 UT-C4078
 UT-C4079

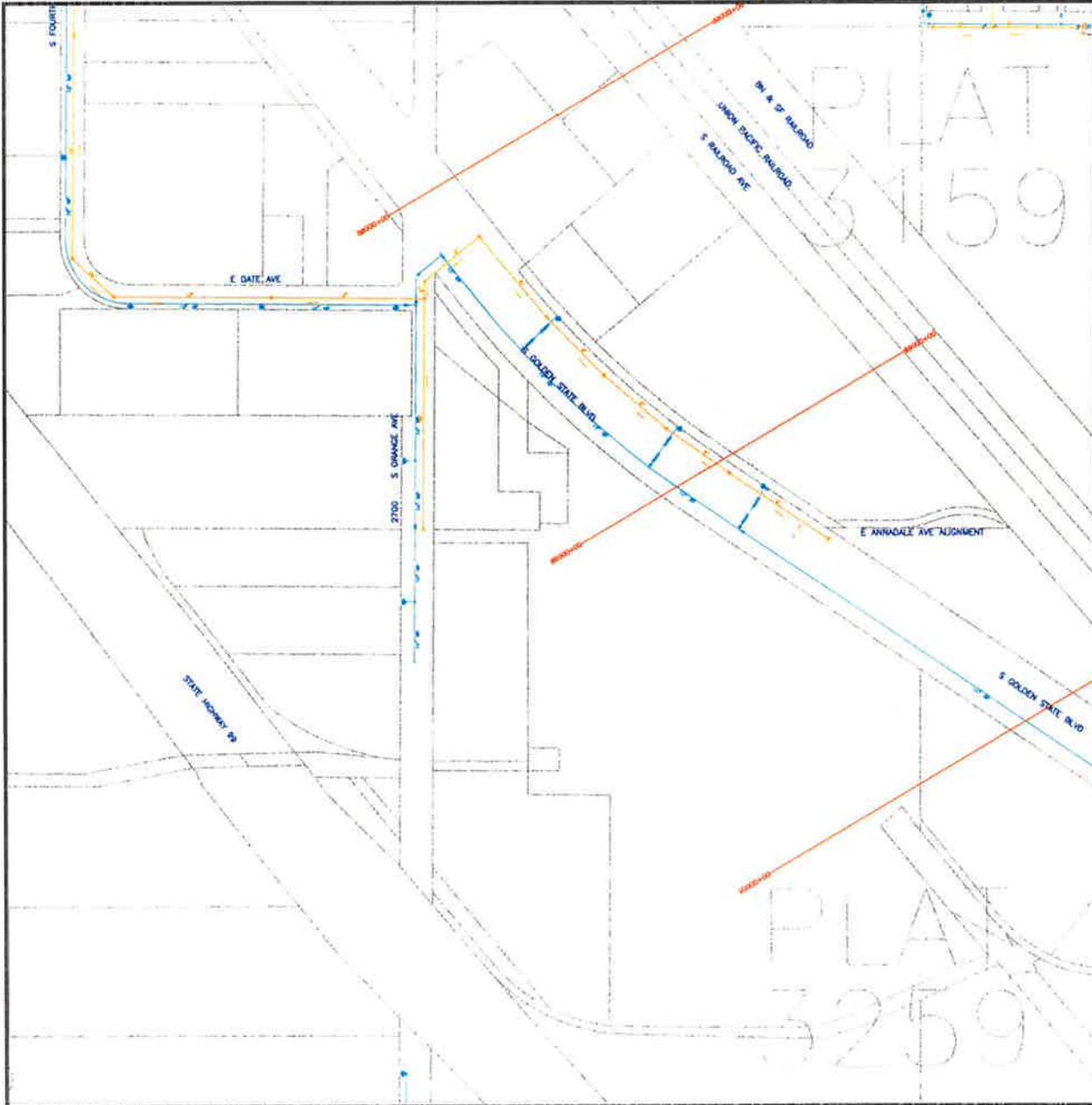
CITY OF FRESNO

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DEPARTMENT OF PUBLIC UTILITIES
FRESNO
FEBRUARY 2014

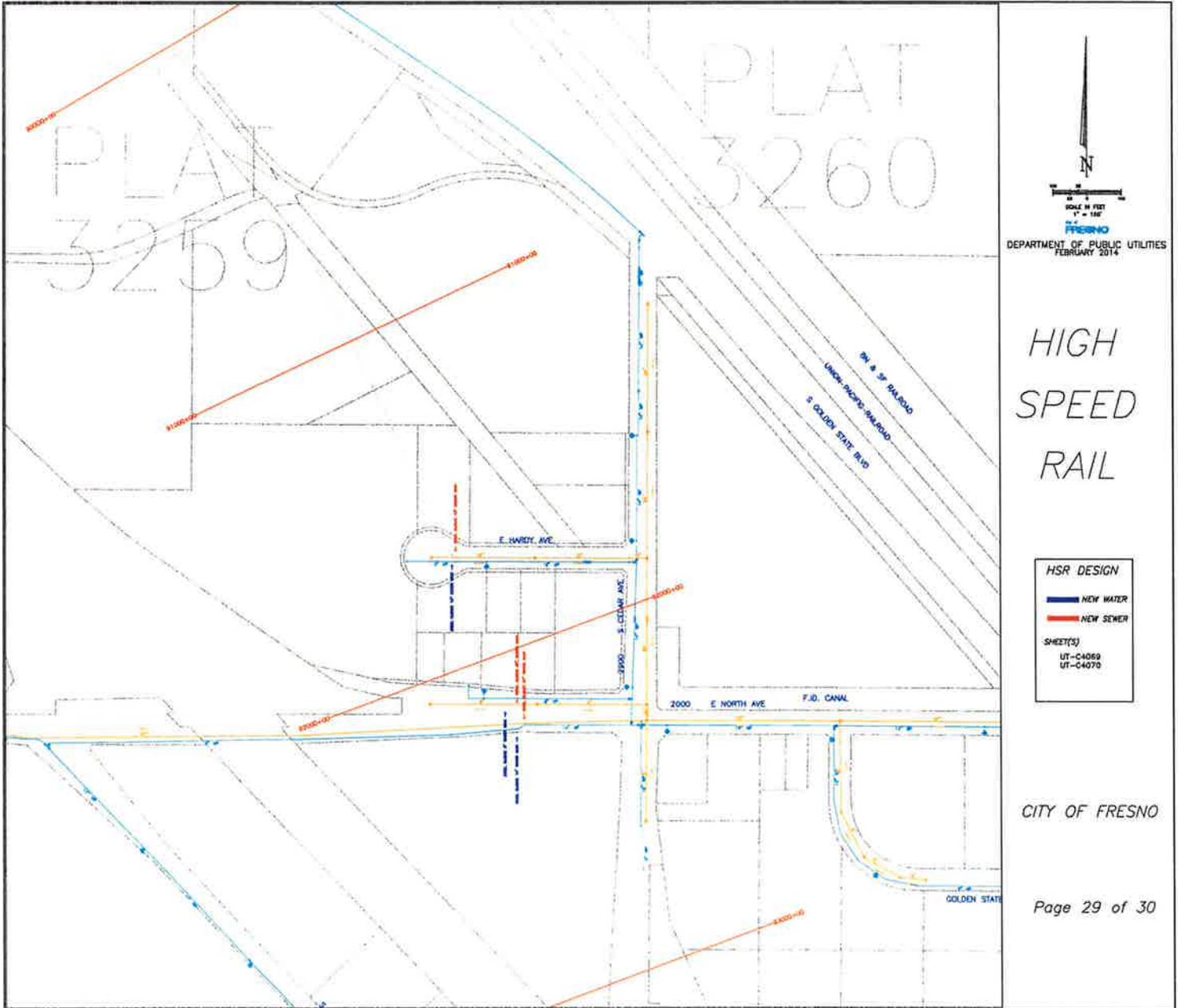
HIGH
SPEED
RAIL

HSR DESIGN	
	NEW WATER
	NEW SEWER
SHEET(S) UT-C4088	

CITY OF FRESNO

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