



U.S. Department
of Transportation
**Federal Railroad
Administration**

Grant/Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS California High-Speed Rail Authority 925 L St Ste 1425 Sacramento, CA 95814-3704	2. AGREEMENT NUMBER: FR-HSR-0009-10-01-00	3. AMENDMENT NO. 0
	4. PROJECT PERFORMANCE PERIOD: FROM 08/17/2010 TO 12/31/2012	
	5. FEDERAL FUNDING PERIOD: FROM 08/17/2010 TO 12/31/2012	
1A. IRS/VENDOR NO. [REDACTED]	6. ACTION New	
1B. DUNS NO. [REDACTED]		
7. CFDA#: [REDACTED]	9. TOTAL OF PREVIOUS AGREEMENT AND ALL AMENDMENTS 0	
8. PROJECT TITLE Phase 1 California High Speed Train Program –PE/NEPA/CEQA	10. AMOUNT OF THIS AGREEMENT OR AMENDMENT 194,000,000	
	11. TOTAL AGREEMENT AMOUNT 194,000,000	

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:
Special Provisions, Attachment 1
Passenger Rail Investment and Improvement Act of 2008, Attachment 1A
American Recovery and Reinvestment Act of 2009, Attachment 1B
General Provisions, Attachment 2
Statement of Work, Attachment 3
Quarterly Progress Report for FRA, Attachment 4
ACH Vendor/Miscellaneous Payment Enrollment Form, Attachment 5

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
American Recovery and Reinvestment Act of 2009, Public Law 111-5 (February 17, 2009)

14. REMARKS

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Roeolf Van Ark CEO		17. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Signature Received	16A. DATE 09/22/2010	18. SIGNATURE OF AUTHORIZED FRA OFFICIAL	18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41010 20. ORGANIZATION CODE: 9013000000

21. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER FR-HSR-0009-10-01-00	FUND [REDACTED]	BY [REDACTED]	BPAC [REDACTED]
			AMOUNT 194,000,000

Special Provisions, Attachment 1

1. Identification of Awarding Agency and Grantee:

The Grantee and the Administrator of the FRA, acting by delegation from the Secretary of Transportation, have entered into this Cooperative Agreement ("Agreement") to conduct and fund this project, as more specifically set forth in the Statement of Work, Attachment 3, attached hereto and made a part hereof ("the Project").

2. Scope:

The Grantee shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the approved Project, as set forth in the Statement of Work (Attachment 3), and in accordance with the representations, certifications and assurances set forth in the Grantee's application(s), and any amendments thereto ("Application"), incorporated herein by reference and made a part hereof.

3. Awarding Agency Participation:

The FRA will provide, on an "as available" basis, one professional staff person, to be designated as the Grant Manager, to review work or work products in progress, and arrange for the review of the Project results upon completion. If this award is made as a cooperative agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate in Project activities.

4. Term:

Unless sooner terminated in accordance with its terms, this Agreement shall be valid for the period described in Section 4 of the Grant/Cooperative Agreement. This time frame includes the period for both completion of the Project, and completion and submission of a final report on Project results, as described in Section 11 and/or other deliverables as agreed to between the parties.

5. Total Project Cost; Cost-Sharing Responsibility:

- a. The total estimated cost of the Project is \$388,000,000.00.
- b. FRA funding assistance is limited to 50% of the estimated cost for completing the Project or \$194,000,000.00, whichever is less.
- c. Grantee funding assistance shall not be less than 50% of the total cost of the Project. Consequently, of the amount specified in subparagraph (a) of this section, Grantee funding is not to be less than \$194,000,000.00.
- d. When requesting payment, the Grantee must identify: (1) the total amount of costs; (2) Grantee funding assistance applied to the Project; and (3) the balance of federal assistance dollars requested for payment.
- e. Funding responsibility for the Project under this Agreement is recapped as follows:

FRA Funding	+	Grantee Cash	+	Grantee In-Kind	=	Total Project
--------------------	---	---------------------	---	------------------------	---	----------------------

Assistance	Contribution	Contribution Total	Funding
\$194,000,000.00 +	\$194,000,000.00 +	\$0	= \$388,000,000.00

f. In accordance with Attachment 2, Sections 7c.(5) and d.(1) herein, FRA hereby authorizes the incurrence of pre-agreement costs by the Grantee on or after February 17, 2009, in anticipation of Agreement award, but such costs are allowable only to the extent that they are otherwise allowable under the terms of this Agreement.

6. Program Income:

- a. The Grantee is encouraged to earn income to defray Project costs. Unless prohibited by 49 C.F.R. Part 18.25 or 49 C.F.R. Part 19.24, as applicable, or otherwise agreed to in writing to by FRA and the Grantee, any program income derived from the Project shall be committed under this Agreement to further eligible objectives of the Project.
- b. Program income shall be proportionally deducted from Project outlays, which shall include both the Federal and non-Federal shares of Project costs, as applicable.

7. Payment Method:

Payment of FRA funding through FRA’s Office of Financial Services, shall be made on a reimbursable basis whereby the Grantee will be reimbursed, after the submission of proper invoices, for actual expenses incurred.

The Grantee will use the following method for transfer of reimbursed funds: Automated Clearing House (ACH) Electronic Vendor Payment (See Attachment 5). Grantee submits SF 3881 and SF 270.

Unless directed otherwise, requests for payment shall be made via email to 9-AMC-AMZ-FRA-INVOICES@FAA.GOV or by mail to:

MMAC/DOT/FRA
 AMZZ-150, Accounts Payable
 P.O. Box 268943
 Oklahoma City, OK 73126

Or via Federal Express to:

MMAC/DOT/FRA
 AMZ-150, Accounts Payable
 HQ Bldg, Rm 272-F
 6500 S MacArthur Blvd
 Oklahoma City, OK 73169

8. Reports, Presentations and Other Deliverables:

Whether for technical examination, administrative review, or publication, all submittals shall be of a professional quality and suitable for their intended purpose.

9. Progress Reports:

Four quarterly progress reports following the form of Attachment 4 shall be submitted for periods: January 1- March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Grantee shall furnish one (1) copy to the Grant Manager on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- a) Relate the state of completion of items in the Statement of Work to expenditures of the relevant budget elements.
- b) An account of significant progress (findings, events, trends, etc.) made during the reporting period.
- c) A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in the Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FRA, or a statement that no problems were encountered.
- d) An outline of work and activities planned for the next reporting period.

10. Quarterly Federal Financial Report:

The Grantee shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Administrative Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Grantee shall use SF-425, Federal Financial Report, in accordance with the instructions accompanying the form, to report all transactions, including Federal cash, Federal expenditures and unobligated balance, recipient share, and program income.

11. Interim and/or Final Report(s):

If required, interim reports will be due at intervals specified in the Statement of Work. Within 90 days of the Project completion date or termination by FRA, the Grantee shall furnish one (1) hard copy and one (1) reproducible master original to the Grant Manager, and one (1) hard copy to the FRA Administrative Officer of a Summary Project Report. A final version of this report, detailing the results and benefits of the Grantee's improvement efforts, shall be furnished by the expiration date of this Agreement.

12. Administrative Responsibility:

Jennifer Capps, Office of Financial Management, is designated as FRA's Administrative Officer for this Project. All FRA administrative duties under this Agreement are to be performed by the Administrative Officer, unless otherwise specified.

13. Grant Manager:

- a. Cherron Riddick, Office of Railroad Policy and Development, is designated as FRA's Grant Manager. The Grant Manager will oversee the technical administration of this Agreement and act as technical liaison with the Grantee. The Grant Manager is not authorized to change the Statement of

Work or specifications as stated in this Agreement, to make any commitments or otherwise obligate the FRA, or authorize any changes which affect this Agreement's monetary amount, the delivery schedule, period of performance or other terms or conditions.

b. The FRA official authorized to sign this Agreement is the only individual who can legally commit or obligate FRA for the expenditure of public funds. The technical administration of this Agreement shall not be construed to authorize the revision of the terms and conditions of this Agreement.

14. Delivery/Mailing Addresses:

Unless directed otherwise, all deliverables and copies of reports required to be delivered to the Grant Manager under this Agreement shall be delivered F.O.B. destination, under transmittal letter, to:

Federal Railroad Administration
Office of Railroad Policy and Development
1200 New Jersey Avenue, SE (Mail Stop 20)
Washington, DC 20590
ATTN: Cherron Riddick

Unless directed otherwise, all deliverables and copies of reports required to be delivered to the Administrative Officer under this Agreement shall be delivered F.O.B. destination, under transmittal letter, to:

Federal Railroad Administration
Office of Financial Management
1200 New Jersey Avenue, SE
(Mail Stop 45)
Washington, DC 20590
ATTN: Jennifer Capps

15. Governing Regulations:

The Grantee acknowledges that its performance shall be governed by and in compliance with the following Administrative and Cost Principles:

For State, Local and/or Tribal Governmental Entities:

- 49 C.F.R. Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
- OMB Circular A-87, "Cost Principles for State and Local Governments," as amended.

For non-profit and for-profit:

- 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" (applies to non-profit and for-profit organizations)
- OMB Circular A- 21, "Cost Principles for Educational Institutions" (applies to educational institutions)
- OMB Circular A-122, "Cost Principles for Nonprofit Organizations" (applies to private non-profit organizations)
- Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" (applies to for-profit organizations).

These identified circulars and regulations are hereby incorporated into this Agreement by reference as if fully set out herein.

Passenger Rail Investment and Improvement Act of 2008 Clauses, Attachment 1A

1. The Grantee shall comply with the following clauses which are an integral part of the Agreement to which these clauses are attached and made a part thereof.

Section 1. Buy America.

The Grantee shall comply with the Buy America provisions set forth in 49 U.S.C. 24405(a), with respect to the use of steel, iron, and manufactured goods produced in the United States, subject to the conditions therein set forth.

Section 2. Labor Provisions.

The Grantee recognizes that 49 U.S.C. 24405(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided through this Agreement shall be considered a "rail carrier," as defined by 49 U.S.C. 10102(5), for the purposes of Title 49, United States Code, 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.). The Grantee shall reflect these requirements in its agreements (if any) with the entities operating rail services over such rail infrastructure.

Section 3. Labor Protective Arrangements.

For a project that uses rights-of-way owned by a railroad, the Grantee shall comply with the 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 financed in whole or in part under this Agreement (See 49 U.S.C. 24405(c).) The Grantee agrees to comply with the protective arrangements established by the Department of Labor under 45 U.S.C. 836, and to ensure that the railroad contractors it uses for the project agree to those terms. The following definitions apply for purposes of applying those protective arrangements:

'Project' means a project funded under this Agreement.

'Protected employee' means an employee of a railroad who had an employment relationship with such railroad on the date on which the Grantee first applied for financial assistance applicable to the project involved and who is affected by actions taken pursuant to this Agreement; provided, however, that an employee who was benefited solely as a result of a project shall not be a protected employee under these provisions.

'Railroad' means a rail carrier or a common carrier by railroad or express as defined in 49 U.S.C. 10102, and includes the National Railroad Passenger Corporation and the Alaska Railroad as well as a person that conducts rail operations over rail infrastructure constructed or improved with funding provided in whole or in part in a grant made pursuant to this Agreement.

Section 4. Railroad Agreements.

The Grantee represents that it has entered into and will abide by a written agreement (approved by

FRA) with any railroad owning property on which a project is to be undertaken, in accordance with 49 U.S.C. 24405(c) (1), providing for compensation for use, assurances regarding the adequacy of infrastructure capacity, keeping railroad collective bargaining agreements in full force and effect, and compliance with liability requirements. Such approved railroad agreements shall also specify terms and conditions regarding the following issues: responsibility for Project design and implementation; Project property ownership, maintenance responsibilities, and disposition responsibilities; and the railroad's commitment to helping to achieve, to the extent it is capable, the anticipated Project benefits. The Grantee shall not enter into or agree to any substantive changes in the approved written agreement with the railroad owning property on which the Project is undertaken without FRA's prior written consent.

Section 5. Maintenance Responsibility and Refunds.

Except as otherwise provided herein, the Grantee shall ensure the maintenance of Project property to the level of utility (including applicable FRA track safety standards) which existed when the Project improvements were placed in service (as set forth in the Statement of Work (Attachment 3)) for a period of twenty (20) years from the date such Project property was placed in service. In the event the Grantee fails to maintain Project property as required by this section for a period of time in excess of six (6) months, the Grantee will refund to FRA a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such original default.

In addition, in the event that all intercity passenger rail service making use of the Project property is discontinued during the twenty (20) year period, the Grantee shall continue to ensure the maintenance of the Project property, as set forth above, for a period of one (1) year from the date of the discontinuance to allow for the possible reintroduction of intercity passenger rail service.

Section 6. Project Use for Intercity Passenger Rail Service and Refunds.

The Grantee acknowledges that the purpose of the Project is to benefit intercity passenger rail service. In the event that all intercity passenger rail service making use of the Project property is discontinued (for any reason) at any time during a period of twenty (20) years from the date such Project property was placed in service, as set forth above, and if such intercity passenger rail service is not reintroduced during a one (1) year period following the date of such discontinuance, the Grantee shall refund to FRA, no later than eighteen (18) months following the date of such discontinuance, a pro-rata share of the Federal contribution, based upon the percentage of the twenty (20) year period remaining at the time of such discontinuance.

Section 7. Davis-Bacon Act Provisions.

For projects using or proposing to use rights-of-way owned by a railroad, the Grantee shall comply with the provisions of 49 U.S.C. 24405(c) (2), with respect to the payment of prevailing wages consistent with the provisions of 49 U.S.C. 24312. For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements. For projects not using or proposing to use rights-of-way owned by a railroad, the Grantee will comply with the provisions of 40 U.S.C. 3141 et seq.

Section 8. Replacement of Existing Intercity Passenger Rail Service.

The Grantee shall comply with the provisions of 49 U.S.C. 24405(d), with respect to the provision of any intercity rail passenger service that was provided by Amtrak, including collective bargaining agreements, replacement services, and arbitration.

Section 9. Project Management Plan.

The Grantee shall prepare and carry out a project management plan approved by the FRA. At a minimum, the Project Management Plan must include the items addressed in 49 U.S.C. 24403(a).

American Recovery and Reinvestment Act of 2009 Clauses, Attachment 1B

1. The Grantee will comply with the following clauses, which are an integral part of the Agreement to which these clauses are attached and made a part thereof.

Section 1. Grantee Certifications.

The Recovery Act requires three certifications, as follows:

a. Maintenance of Effort Certification (Recovery Act Section 1201). A Maintenance of Effort Certification was required from each State within thirty days of enactment of the Recovery Act (February 17, 2009) pursuant to section 1201 of the Recovery Act. With respect to the Recovery Act funds provided through this Agreement, the Grantee may rely on an existing certification submitted by the State to the Secretary of Transportation, so long as the Grantee certifies to the Administrator (c/o the Grant Manager identified in Attachment 2, section 14) as to the existence and continued validity of the existing certification. If a new certification is required, it should be submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary of Transportation for Policy, at TigerTeam.Leads@dot.gov. Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to be submitted via U.S. mail.

b. Responsible Investments Certification (Recovery Act Section 1511). With respect to and prior to the receipt of the funds made available through this Agreement, the Governor or the head of the State Department of Transportation shall certify to the Secretary of Transportation that the infrastructure investments to be funded herein have received the full review and vetting required by law and that the Governor or head of the State Department of Transportation accepts responsibility that the infrastructure investments are an appropriate use of taxpayer dollars. The certification shall include a description of the investments, the estimated total cost, and the amount of Recovery Act funds to be used, and shall be submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary of Transportation for Policy, at TigerTeam.Leads@dot.gov. Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to be submitted via U.S. mail. As required by the Recovery Act, Certifications under Section 1511 shall be immediately posted on an appropriate State website and linked to the website established by the Recovery Accountability and Transparency Board. No funds will be reimbursed until such posting is made.

c. Appropriate Use of Funds Certification (Recovery Act Section 1607). An Appropriate Use of Funds Certification was required from each State within 45 days of enactment of the Recovery Act (February 17, 2009) pursuant to section 1607 of the Recovery Act. With respect to the Recovery Act funds provided through this Agreement, the Grantee may rely on an existing certification submitted by the State to the Secretary of Transportation, so long as the Grantee certifies to the Administrator (c/o the Grant Manager identified in Attachment 2, Section 14) of the existence and continued validity of the existing certification. If a new certification is required, it should be submitted to the Secretary of Transportation, c/o Joel Szabat, Deputy Assistant Secretary of Transportation for Policy, at TigerTeam.Leads@dot.gov. Certifications may be submitted via e-mail as electronic, scanned copies, with original signed versions to be submitted via U.S. mail.

d. Department of Transportation Guidance. The Department has issued guidance on

compliance with the certification requirements of the Recovery Act, which is found at <http://www.dot.gov/recovery/certguidance.htm>. The Grantee should refer to this guidance in evaluating the continued validity of any existing certifications and in preparing any new certifications required under this section 1.

Section 2. Whistleblower Protections.

An employee of the Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of – (1) gross mismanagement of an agency contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to the implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds.

Section 3. False Claims Act.

The Grantee and any sub-grantee awarded funds made available under the Recovery Act and through this Agreement shall promptly refer to the Department of Transportation Inspector General any credible evidence that a principal, employee, agency, contractor, sub-grantee, subcontractor, or other person has submitted 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 Recovery Act funds.

Section 4. Prohibited Activities.

None of the funds provided through this Agreement may be used for any casino or other gaming establishment, aquarium, zoo, golf course or swimming pool.

Section 5. Recovery Act Funding Announcement.

The Grantee is strongly encouraged to post a sign at all fixed project locations at the most publicly accessible location and a plaque in all purchased or rehabilitated rail cars announcing that the project or equipment was funded by the U.S. Department of Transportation, Federal Railroad Administration, with funds provided through the American Recovery and Reinvestment Act. The configuration of the signs or plaques will be consistent with guidance issued by the Office of Management and Budget and/or the Department of Transportation and approved by the FRA.

Section 6. Reporting Requirements.

a. Periodic Reports. The Grantee shall submit periodic reports to the FRA Administrator, as required by section 1201(c) of the Recovery Act, and as described in this section, not later than February 17, 2011, and February 17, 2012. The periodic reports shall include information describing: (1) the amount of Federal funds appropriated, allocated, obligated, and outlayed under this Agreement; (2) the number of projects that have been put out to bid under this Agreement and the amount of Federal funds associated with such projects; (3) the number of projects for which contracts have been awarded under this Agreement and the amount of Federal funds associated with such

contracts; (4) the number of projects for which work has begun under such contracts and the amount of Federal funds associated with such contracts; (5) the number of projects for which work has been completed under such contracts and the amount of Federal funds associated with such contracts; (6) the number of direct, on-project jobs created or sustained by the Federal funds provided for projects under this Agreement and, to the extent possible, the estimated indirect jobs created or sustained in the associated supplying industries, including the number of jobs created and the total increase in employment since February 17, 2009; and (7) information tracking the actual aggregate expenditures by the Grantee from Grantee sources (both internal and external) for projects eligible for funding under this Agreement during the period beginning on February 17, 2009 through September 30, 2010, as compared to the level of such expenditures that were planned to occur during such period as of February 17, 2009. The Department of Transportation or the FRA may issue additional guidance on the preparation and submission of periodic reports.

b. Jobs Accountability Reports.

i. As required by Section 1512(c) of the Recovery Act, and consistent with Office of Management and Budget (OMB) Guidance, dated June 22, 2009 and found at (http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf), the Grantee shall submit a jobs accountability report to <http://www.FederalReporting.gov> not later than ten days after the end of each quarter. The report shall contain: (1) the total amount of Recovery Act funds received pursuant to this Agreement; (2) the amount of Recovery Act funds received that were expended or obligated to projects or activities; and (3) a detailed list of all projects or activities for which Recovery Act funds were expended or obligated, including—(A) the name of the project or activity; (B) a description of the project or activity; (C) an evaluation of the completion status of the project or activity; (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and (E) detailed information on any subcontracts or subgrants awarded by the Grantee to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

ii. Information from these reports will be made available to the public. The reporting responsibility should be passed down from the Grantee to the sub-grantee/sub-recipient or vendor, in order to ensure that the necessary information is provided to the Grantee, which is ultimately responsible for reporting the required elements. The Office of Management and Budget may issue additional guidance on the preparation and submission of jobs accountability reports. The Grantee must also register with the Central Contractor Registration database (<http://www.ccr.gov>) or complete other registration requirements as determined by the Director of the Office of Management and Budget. A DUNS Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

General Provisions, Attachment 2

1. Definitions. As used in this Agreement:

a. Agreement means any Grant Agreement or Cooperative Agreement, including all attachments.

b. Application means the signed and dated proposal by or on behalf of the Grantee, as may be amended, for Federal financial assistance for the Project, together with all explanatory, supporting, and supplementary documents heretofore filed with and accepted or approved by FRA.

c. Approved Project Budget means the most recently dated written statement, approved in writing by FRA, of the estimated total cost of the Project, the items to be deducted from such total in

order to calculate the estimated net Project cost, the maximum amount of Federal assistance for which the Grantee is currently eligible, the specific items (including contingencies specified) for which the total may be spent, and the estimated cost of each of such items. The term "Approved Project Budget" also includes "Financial Plan" as used in 49 C.F.R. Part 19.

d. Awarding Agency means (1) with respect to a grant, the Federal agency, and (2) with respect to a subgrant, the party that awarded the subgrant. In the case of a Federal Agency, the term "Awarding Agency" also includes "Federal Awarding Agency" as used in 49 C.F.R. Part 19.

e. Federal Railroad Administration is an operating administration of the U.S. Department of Transportation.

f. Federal Government means the United States of America and any executive department or agency thereof.

g. Grantee means any entity that receives Federal grant assistance directly from FRA for the accomplishment of the Project.

h. Project means the task or set of tasks set forth in the approved Application which the Grantee carries out pursuant to this Agreement, as set forth in the Statement of Work (Attachment 3).

i. Subgrantee means any entity that receives FRA assistance from an FRA Grantee, rather than from FRA directly. The term "subgrantee" does not include "third party contractor."

j. U.S. DOT means the U.S. Department of Transportation, including its operating administrations.

2. Accomplishment of the Project:

a. General Requirements:

The Grantee agrees to carry out the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement, grant guidance, the Application, the Approved Project Budget, the Statement of Work, Project schedules, and all applicable laws, regulations, and published policies. This includes, but is not limited to the following, as applicable:

1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to Projects with governmental bodies.

2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations. 49 C.F.R. Part 19 also applies to grants and cooperative agreements with private for-profit organizations.

b. Application of Federal, State, and Local Laws and Regulations.

1) Federal Laws and Regulations. The Grantee understands that Federal laws, regulations, policies, and related administrative practices to this Agreement on the date the Agreement was executed may be modified from time to time. The Grantee agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and

administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Grantee agrees to include in all sub-assistance agreements and third party contracts financed with FRA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Grantee to violate any applicable State or territorial law, the Grantee agrees to notify the FRA immediately in writing in order that FRA and the Grantee may make appropriate arrangements to proceed with the Project as soon as possible.

c. Funds of the Grantee. Unless approved otherwise by FRA, the Grantee agrees to complete all actions necessary to provide the matching contributory funds or cost share of the Project costs, if applicable, at or before the time that such funds are needed to meet Project expenses.

d. Changed Conditions of Performance (Including Litigation). The Grantee agrees to notify FRA immediately of any change in local law, conditions, or any other event that may affect its ability to perform the Project in accordance with the terms of this Agreement. In addition, the Grantee agrees to notify FRA immediately of any decision pertaining to the Grantee's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. Before the Grantee may name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA; this proviso applies to any type of litigation whatsoever, in any forum.

e. No FRA Obligations to Third Parties. Absent FRA's express written consent, and notwithstanding any concurrence by FRA in or approval of the award of any contract of the Grantee (third party contract) or subcontract of the Grantee (third party subcontract) or the solicitation thereof, FRA shall not be subject to any obligations or liabilities to third party contractors or third party subcontractors or any other person not a party to this Agreement in connection with the performance of the Project.

3. Ethics:

The Grantee agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Grantee's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors or subgrantees. The Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Grantee's officers, employees, board members, or agents, or by contractors or subgrantees or their agents.

1) Personal Conflict of Interest. The Grantee's code or standards must provide that no employee, officer, board member, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or

other interest in the firm selected for award:

- a) The employee, officer, board member, or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner; or
 - d) An organization that employs, or is about to employ, any of the above.
- 2) Organizational Conflicts of Interest. The Grantee's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

4. Approved Project Budget:

The Grantee agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Grantee shall secure prior to being reimbursed under this Agreement. If the Approved Project Budget is included in this Agreement as Attachment 3, execution of the Agreement shall constitute such written approval. The Grantee agrees to obtain the prior written approval of FRA's Associate Administrator for Railroad Development or the Associate Administrator for Railroad Safety, as applicable, for any revisions to the Approved Project Budget that equal or exceed 10 percent any line item or pertain to a line item involving contingency or miscellaneous costs. For revisions to the Approved Project Budget that are less than 10 percent of any line item, and do not involve contingency or miscellaneous costs, the Grantee agrees to notify FRA of the revisions to the Approved Project Budget. Any revisions to the Approved Project Budget must not affect total project costs or the respective cost-sharing responsibilities set forth in Attachment 1, Section 5.

5. Accounting Records:

- a. **Project Accounts.** The Grantee agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable.
- b. **Funds Received or Made Available for the Project.** Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.21, as amended, whichever is applicable, the Grantee agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FRA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Grantee is encouraged to use financial institutions owned at least 50 percent by minority group members.
- c. **Documentation of Project Costs and Program Income.** All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Grantee also agrees to maintain accurate records of all Program Income derived from Project implementation.
- d. **Checks, Orders, and Vouchers.** The Grantee agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

6. Record Retention:

a. **Submission of Proceedings, Contracts and Other Documents.** During the course of the Project and for three years thereafter, the Grantee agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FRA may require. Reporting and record-keeping requirements are set forth in-

- 1) 49 C.F.R. Part 18 for governmental Grantees; and
- 2) 49 C.F.R. Part 19 for private non-profit and for-profit Grantees.

Project closeout does not alter these requirements.

b. **Audit and Inspection.**

1) General Audit Requirements. A Grantee that is:

- a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.
- b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto.
- c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

The Grantee agrees to obtain any other audits required by FRA. Project closeout will not alter the Grantee's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

2) Inspection by Federal Officials. The Grantee agrees to permit the Secretary and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee and its contractors pertaining to the Project. The Grantee agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

7. **Payments:**

a. **Request by the Grantee for Payment.** The Grantee's request for payment of the Federal share of allowable costs shall be made to FRA at the address shown in Section 7 of Attachment 1, Special Provisions, and will be acted upon by FRA as set forth in this section. Each payment made to the Grantee must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31C.F.R. Part 205. To receive a Federal assistance payment, the Grantee must:

- 1) Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under

the Project to date. A Grantee required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

- a) to refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - b) to refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FRA.
- 2) Have submitted to FRA all financial and progress reports required to date under this Agreement; and
 - 3) Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

b. Payment by FRA.

- 1) Reimbursement Payment by FRA. FRA uses the reimbursement method, whereby the Grantee agrees to:
 - a. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FRA; and
 - b. Complete and submit Standard Form 270, "Request for Advance or Reimbursement," to FRA.
- 2) Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FRA will authorize payment by direct deposit, or if requested by the Grantee, by issuance of a treasury check (allow 30 day processing time for issuance of check), provided the Grantee: (i) is complying with its obligations under this Agreement, (ii) has satisfied FRA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FRA may reimburse allowable costs incurred by the Grantee up to the maximum amount of FRA's share of the total Project funding.
- 3) Other Payment Information.
 - a. The Grantee agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FRA" requirements of this Agreement.
 - b. If the Grantee fails to adhere to the foregoing "Payment by FRA" requirements of this Agreement, FRA may revoke the portion of the Grantee's funds that has not been expended.
- c. Allowable Costs.** The Grantee's expenditures will be reimbursed only if they meet all requirements set forth below:
 - 1) Conform with the Project description, the Statement of Work, and the Approved Project Budget and all other terms of this Agreement;
 - 2) Be necessary in order to accomplish the Project;
 - 3) Be reasonable for the goods or services purchased;

- 4) Be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred);
 - 5) Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FRA to the contrary is received in writing;
 - 6) Unless permitted otherwise by Federal status or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 - a. For Grantees that are governmental organizations, the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply;
 - b. For Grantees that are institutions of higher education, the standards of OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply;
 - c. For Grantees that are private nonprofit organizations, the standards of OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply; and
 - d. For Grantees that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.
 - 7) Be satisfactorily documented; and
 - 8) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FRA for the Grantee, and those approved or prescribed by the Grantee for its subgrantees and contractors.
- d. Disallowed Costs.** In determining the amount of Federal assistance FRA will provide, FRA will exclude:
- 1) Any Project costs incurred by the Grantee before the obligation date of this Agreement, or amendment or modification thereof, whichever is later, unless specifically allowed by this Agreement, otherwise permitted by Federal law or regulation, or unless an authorized representative of FRA states in writing to the contrary;
 - 2) Any costs incurred by the Grantee that are not included in the latest Approved Project Budget; and
 - 3) Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FRA.

The Grantee agrees that reimbursement of any cost under the "Payment by FRA," part of this Agreement does not constitute a final FRA decision about the allowability of that cost and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee understands that FRA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FRA determines that the Grantee is not entitled to receive any part of the Federal funds requested, FRA will notify the Grantee stating the reasons therefore. Project closeout will not alter the Grantee's obligation to return any funds due to FRA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FRA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FRA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Grantee.

Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

e. Bond Interest and Other Financing Costs. To the extent permitted in writing by FRA, bond interest and other financing costs are allowable.

f. Requirement to Remit Interest. The Grantee agrees that:

- 1) Any interest earned by the Grantee on FRA funds must be remitted to FRA, except as provided by 31 U.S.C. § 6503, or the Indian Self-Determination Act, 25 U.S.C. § 450 et seq., and any regulations thereunder that may be issued by the U.S. Secretary of the Treasury.
- 2) Irrespective of whether the Grantee has deposited funds in an interest-bearing account, the Grantee agrees to pay to FRA interest on any FRA funds that the Grantee has drawn down and failed to spend for eligible Project activities. Unless waived by FRA, interest will be calculated at rates imposed by the U.S. Secretary of the Treasury beginning on the fourth day after the funds were deposited in the Grantee's bank or other financial depository. This requirement does not apply to any Grantee that is a state, state instrumentality, or Indian Tribal Government, except as permitted by regulations that may be issued by the U.S. Secretary of the Treasury.
- 3) Upon notice by FRA to the Grantee of specific amounts due, the Grantee agrees to promptly remit to FRA any excess payment of amounts or disallowed costs, including any interest due thereon.

g. De-obligation of Funds. FRA reserves the right to de-obligate unspent FRA funds prior to Project closeout.

8. Property, Equipment and Supplies:

Unless otherwise approved by FRA, the following conditions apply to property, equipment, and supplies financed under this Agreement:

a. Use of Property. The Grantee agrees that Project property, equipment, and supplies shall be used for the provision of the Project activity for the duration of its useful life, as determined by FRA. Should the Grantee unreasonably delay or fail to use Project property, equipment, or supplies during its useful life, the Grantee agrees that FRA may require the Grantee to return the entire amount of FRA assistance expended on that property, equipment, or supplies. The Grantee further agrees to notify FRA immediately when any Project property or equipment is withdrawn from use in the Project activity or when such property or equipment is used in a manner substantially different from the representations made by the Grantee in its Application or the text of the Project description.

b. General Federal Requirements.

- 1) a Grantee that is a governmental entity agrees to comply with the property management standards of 49 C.F.R. §§ 18.31, 18.32, and 18.33, including any amendments thereto, and other applicable guidelines or regulations that are issued.
- 2) a Grantee that is not a governmental entity agrees to comply with the property standards of 49 C.F.R. §§ 19.30 through 19.37 inclusive, including any amendments thereto, and other applicable guidelines or regulations that are issued. Exceptions to the requirements of 49 C.F.R. §§ 18.31, 18.32, and 18.33, and 49 C.F.R. §§ 19.30 through 19.37 inclusive, must be specifically approved by FRA.

c. **Maintenance.** The Grantee agrees to maintain the Project property and equipment in good operating order, and in accordance with any guidelines, directives, or regulations that FRA may issue.

d. **Records.** The Grantee agrees to keep satisfactory records with regard to the use of the property, equipment, and supplies, and submit to FRA, upon request, such information as may be required to assure compliance with this section of this Agreement.

e. **Transfer of Project Property.** The Grantee agrees that FRA may:

1) require the Grantee to transfer title to any property, equipment, or supplies financed with FRA assistance made available by this Agreement, as permitted by 49 C.F.R. § 18.32(g) or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

2) direct the disposition of property or equipment financed with FRA assistance made available under this Agreement, as set forth by 49 C.F.R. §§ 18.31 and 18.32 or 49 C.F.R. §§ 19.30 through 19.37 inclusive, whichever may be applicable.

f. **Withdrawn Property.** If any Project property, equipment, or supplies are not used for the Project for the duration of its useful life, as determined by FRA, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify FRA immediately. Disposition of withdrawn property, equipment, or supplies shall be in accordance with 49 C.F.R. §§ 18.31 and 18.32 for a Grantee that is a governmental entity, or 49 C.F.R. §§ 19.30 through 19.37 inclusive, for a Grantee that is an institution of higher education or a private organization.

g. **Encumbrance of Project Property.** Unless expressly authorized in writing by FRA, the Grantee agrees to refrain from:

1) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect FRA interest in any Project property or equipment; or

2) Obligating itself in any manner to any third party with respect to Project property or equipment.

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

9. **Relocation and Land Acquisition:**

The Grantee agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24.

10. **Flood Hazards:**

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

11. **Procurement:**

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

b. Buy American. See the Buy America clause in Attachment 1A.

c. Cargo Preference -- Use of United States-Flag Vessels. Pursuant to U.S. DOT, Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels," 46 C.F.R. Part 381, the Grantee shall insert the following clauses in contracts let by the Grantee in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

As required by 46 C.F.R. Part 381, The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590, marked with appropriate identification of the Project.
- 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract

d. Notification Requirement. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Grantee agrees to:

- 1) specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
- 2) express the said amount as a percentage of the total costs of the planned acquisition.

e. Debarment and Suspension; and Drug-Free Work Place. The Grantee agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Government wide Requirements for Drug-Free Workplace (Grants)," 49 C.F.R. Part 32.

f. Notification of Third Party Contract Disputes or Breaches. The Grantee agrees to notify FRA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Grantee seeks to name FRA as a party to litigation for any reason, the Grantee agrees first to inform FRA before doing so. This proviso applies to any type of litigation whatsoever, in any forum.

g. Participation by Small Business Concerns Owned and Controlled by Socially and

Economically Disadvantaged Individuals. FRA encourages the Grantee to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

12. Metric System:

The Grantee agrees to use the metric system of measurement in its Project activities to the extent practicable, in conformance with applicable regulations, guidelines, and policies that U.S. DOT or FRA may issue. The Metric Conversion Act of 1975, as amended by the Omnibus Trade and Competitiveness Act of 1988 (15 U.S.C. 205), designates the metric system of measurement as the preferred system of weights and measures for United States trade and commerce, and it requires that each agency use the metric system of measurement in its procurements, grants, and other business-related activities, except to the extent that such use is impracticable or likely to cause significant inefficiencies or loss of markets to U.S. firms.

13. Patent Rights:

1. If any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify FRA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and FRA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.
2. If the Grantee secures a patent with respect to any invention, improvement, or discovery of the Grantee or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Grantee agrees to grant to FRA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.
3. The Grantee agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

14. Rights in Data and Copyrights:

a. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration.

b. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- 1) Except for its own internal use, the Grantee may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of FRA, until such time as FRA may have either released or approved the release of such data

to the public; this restriction on publication, however, does not apply to grant agreements with academic institutions.

- 2) As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FRA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
- a) Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - b) Any rights of copyright to which a Grantee, subgrantee, or a third party contractor purchases ownership with Federal assistance.
- c. When FRA provides assistance to a Grantee for a Project involving planning, research, or development, it is generally FRA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FRA determines otherwise, the Grantee understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FRA may make available to any FRA Grantee, subgrantee, third party contractor, or third party subcontractor, either FRA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FRA may direct.
- d. Unless prohibited by State law, the Grantee agrees to indemnify, save and hold harmless FRA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Grantee shall not be required to indemnify FRA for any such liability arising out of the wrongful acts of employees or agents of FRA.
- e. Nothing contained in this section on rights in data, shall imply a license to FRA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FRA under any patent.
- f. The requirements of this section of this Agreement do not apply to material furnished to the Grantee by FRA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Grantee at the time of delivery of such work.
- g. Unless FRA determines otherwise, the Grantee agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

15. Acknowledgment of Support and Disclaimer:

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

"This material is based upon work supported by the Federal Railroad Administration under a grant/cooperative agreement, dated ." (Fill-in appropriate identification of grant/cooperative agreement)

b. All grantee publications must also contain the following:

"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."

c. The Grantee agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FRA identifying the Project and indicating that FRA is participating in the development of the Project.

16. Reprints of Publications:

At such time as any article resulting from work under this Agreement is published in a scientific, technical, or professional journal or publication, two reprints of the publication should be sent to FRA's Grant Manager, clearly referenced with the appropriate identifying information.

17. Site Visits:

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

18. Safety Oversight:

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

19. Civil Rights:

The Grantee agrees to comply with all civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the FRA determines otherwise in writing. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) (as implemented by 49 C.F.R. Part 21), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 1601-1607), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title V111 of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing, (i) 49 U.S.C. § 306, which prohibits discrimination on the basis of race, color, national origin, or sex in railroad financial assistance programs; (j) any other nondiscrimination provisions in the specific statute(s) under which application

for Federal assistance was made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the Grantee.

20. Americans With Disabilities Act:

The Grantee agrees to utilize funds provided under this Agreement in a manner consistent with the requirements of the Americans With Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

21. Environmental Protection:

a. All facilities that will be used to perform work under this Agreement shall not be so used unless the facilities are designed and equipped to limit water and air pollution in accordance with all applicable local, state and Federal standards.

b. The Grantee will conduct work under this Agreement, and will require that work that is conducted as a result of this Agreement be in compliance with the following provisions, as modified from time to time, all of which are incorporated herein by reference: section 114 of the Clean Air Act, 42 U.S.C. 7414, and section 308 of the Federal Water Pollution Control Act, 33 U.S.C. 1318, and all regulations issued thereunder. The Grantee certifies that no facilities that will be used to perform work under this Agreement are listed on the List of Violating Facilities maintained by the Environmental Protection Agency ("EPA"). The Grantee will notify the Administrator as soon as it or any contractor or subcontractor receives any communication from the EPA indicating that any facility which will be used to perform work pursuant to this Agreement is under consideration to be listed on the EPA's List of Violating Facilities; provided, however, that the Grantee's duty of notification hereunder shall extend only to those communications of which it is aware, or should reasonably have been aware. The Grantee will include or cause to be included in each contract or subcontract entered into, which contract or subcontract exceeds Fifty Thousand Dollars (\$50,000.00) in connection with work performed pursuant to this Agreement, the criteria and requirements of this section and an affirmative covenant requiring such contractor or subcontractor to immediately inform the Grantee upon the receipt of a communication from the EPA concerning the matters set forth herein.

c. The Grantee may not expend any of the funds provided in this agreement on construction or other activities that represent an irretrievable commitment of resources to a particular course of action affecting the environment until after all environmental and historic preservation analyses required by the National Environmental Policy Act (42 U.S.C. 4332)(NEPA), the National Historic Preservation Act (16 U.S.C. 470(f))(NHPA), and related laws and regulations have been completed and the FRA has provided the Grantee with a written notice authorizing the Grantee to proceed.

d. The Grantee shall assist the FRA in its compliance with the provisions of NEPA, the Council on Environmental Quality's regulations implementing NEPA (40 C.F.R. Part 1500 et seq.), FRA's "Procedures for Considering Environmental Impacts" (45 Fed. Reg. 40854, June 16, 1980), as revised May 26, 1999, 64 Fed. Reg. 28545), Section 106 of the NHPA, and related environmental and historic preservation statutes and regulations. As a condition of receiving financial assistance under this agreement, the Grantee may be required to conduct certain environmental analyses and to prepare and submit to the FRA draft documents required under NEPA, NHPA, and related statutes and regulations (including draft environmental assessments and proposed draft and final environmental impact statements).

e. No publicly-owned land from a park, recreational area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, or any land from an historic site of national, state or local significance as so determined by such officials shall be used by the Grantee without the prior written concurrence of FRA. The Grantee

shall assist the FRA in complying with the requirements of 49 U.S.C. §303(c).

f. The Grantee agrees to facilitate compliance with the policies of Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. '4321 note, except to the extent that the FRA determines otherwise in writing.

22. Project Completion, Audit, Settlement, and Closeout:

a. **Project Completion.** Within 90 days of the Project completion date or termination by FRA, the Grantee agrees to submit a final Federal Financial Report (Standard Form 425), a certification or summary of Project expenses, and third party audit reports, as applicable.

b. **Audits.** Each governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 18.26 and OMB Circular A-128 or any revision or supplement thereto. Each non-governmental Grantee agrees to undertake the audits required by 49 C.F.R. § 19.26 and OMB Circular A-133 or any revision or supplement thereto.

c. **Remittance of Excess Payments.** If FRA has made payments to the Grantee in excess of the total amount of FRA funding due, the Grantee agrees to promptly remit that excess and interest as may be required by the "Payment by FRA" section of this Attachment.

d. **Project Closeout.** Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FRA notifies the Grantee and forwards the final Federal assistance payment, or when FRA acknowledges the Grantee's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Grantee by this Agreement or by the FRA's final notification or acknowledgment.

23. Right of FRA to Terminate:

a. Upon written notice, the Grantee agrees that FRA may suspend or terminate all or part of the financial assistance provided herein if the Grantee has violated the terms of this Agreement, or if FRA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FRA to terminate this Agreement.

b. In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Grantee and concurred in by FRA before the termination date, to the extent those obligations cannot be canceled. However, if FRA determines that the Grantee has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FRA reserves the right to require the Grantee to refund the entire amount of FRA funds provided under this Agreement or any lesser amount as may be determined by FRA.

c. Expiration of any Project time period established for this Project does not, by itself, constitute an expiration or termination of this Agreement.

24. Entire Agreement:

This Agreement constitutes the entire agreement between the parties. All prior discussions and

understandings concerning such scope and subject matter are superseded by this Agreement.

25. Grant Amendments:

Modifications to this Agreement may be made only in writing, signed by the each party's authorized representative, and specifically referred to as a modification to this Agreement.

26. Flow Down Provisions:

The Grantee shall include provisions to carry out the purposes of this Agreement in all contracts or grant agreements with persons who perform any part of the work under this Agreement. There shall be provisions for a further flow down of such requirements to each sub-tier contractor or grantee as required.

27. Successors and Assignees:

This Agreement may not be assigned without the express prior written consent of the other party.

28. Execution:

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

29. Severability:

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

AWARD ATTACHMENTS

California High-Speed Rail Authority

FR-HSR-0009-10-01-00

1. Statement of Work, Attachment 3
2. Quarterly Progress Report for FRA, Attachment 4
3. ACH Vendor/Miscellaneous Payment Enrollment Form, Attachment 5

ATTACHMENT 3

STATEMENT OF WORK

Phase 1 California High Speed Train Program – PE/NEPA/CEQA

BACKGROUND

The California High-Speed Rail Authority (Authority) through the California High-Speed Train Program (CHSTP) proposes to implement a new high-speed rail system, completely grade-separated from road vehicle traffic and operated almost exclusively on separate, dedicated tracks with a top design speed of up to 250 mph and an operating speed of up to 220 mph. The 800-mile, statewide program will provide reliable, high-speed electrified train service between the Bay Area, the Central Valley, Sacramento, and Southern California. The Authority has been working to plan and design this system for over a decade. Phase 1 of the program would involve construction of about 520 miles of the system between San Francisco and Anaheim. Phase 1 is divided into seven geographic sections (Section(s)) as follows:

<u>Section</u>	<u>Length (Miles)</u>
San Francisco-San Jose	50
San Jose-Merced Wye	120
Merced-Fresno	60
Fresno-Bakersfield	115
Bakersfield-Palmdale	85
Palmdale-Los Angeles	60
Los Angeles-Anaheim	<u>30</u>
Phase 1 Total	520

Phase 1, when complete, would provide 2-hour and 40-minute express service—competitive with air travel—between San Francisco and Los Angeles compared with over 6 hours of travel time by automobile. Before construction begins on Phase 1 of the CHSTP, it is necessary to finish the required environmental documentation and preliminary engineering (PE), which is the subject of this Cooperative Agreement (Agreement). No construction activities are funded under this Statement of Work.

GENERAL OBJECTIVE

The Grantee (Authority) shall complete PE (up to 30% design) and environmental documentation to support final environmental decisions in the form of Notices of Determination (NODs) and Records of Decision (RODs) for each of the seven Sections listed above, and develop necessary documents for design/build bidding and ultimately construction of Phase 1 of the CHSTP, from San Francisco to Anaheim, CA.

DESCRIPTION OF WORK

The following description of the work outlines the actions the Authority will undertake to advance the environmental documentation, PE and preparation of camera ready bid documents. The work is organized, scheduled, budgeted, and will be monitored, invoiced and reported in accordance with the Authority’s existing Work Breakdown Structures (WBSs) for the Regional

ATTACHMENT 3

Consultants (RCs) preparing the environmental documents and PE, and for the Program Management Team (PMT) that provides management authority over the six RCs and other Authority contractors. To facilitate the grant administration process, three grant tasks and subtasks listed below have been established and are directly correlated with a CHSTP WBS task (or group of tasks) shown in parentheses. The Tasks and Subtasks are also directly correlated to individual line items in the detailed Approved Project Budget which was submitted and approved by FRA. Revisions to the Approved Project Budget must be made in accordance with Attachment 2, Section 4 of the Agreement.

A detailed description of each of the PMT WBS tasks is provided in Exhibit 1, and each of the RC WBS Tasks is described in Exhibit 2. An overall description of the American Recovery and Reinstatement Act (ARRA) grant tasks follows below. A more detailed description of each subtask can be found in the exhibits by reading the WBS task(s) associated with each of the ARRA grant subtasks as described below and by referring to the Approved Project Budget.

Task 1: Environmental Review

- Task 1.1 Regional Consultant Project Management (RC Task 1)
- Task 1.2 Regional Consultant Public/Agency Participation (RC Task 2)
- Task 1.3 Alternatives Analysis (RC Task 3)
- Task 1.4 EIR/EIS Analysis (RC Task 5)
- Task 1.5 Draft and Final EIR/EIS (RC Task 7)
- Task 1.6 Certification of EIR/EIS and ROD (RC Task 8)
- Task 1.7 Program Management (50% of PMT Tasks 1, 2, and 5 + 100% of PMT Task 4)

Task 2: Preliminary Engineering (up to 30% design)

- Task 2.1 Regional Consultant PE (RC Task 4)
- Task 2.2 Program Management (50% of PMT Task 1, 2, and 5)
- Task 2.3 PMT Engineering (PMT Task 3)

Task 3: Other Related Work Needed Prior to Start of Construction

- Task 3.1 Regional Consultant Station Area Planning (RC Task 6)
- Task 3.2 Regional Consultant Right-of-Way (ROW) Work (RC Task 9)
- Task 3.3 PMT ROW Work (PMT Task 6)
- Task 3.4 Ridership Forecasting (PMT Task 7)
- Task 3.5 Construction Planning/Procurement Support (PMT Task 8)

Task 1: Environmental Review

The environmental review process is being conducted in accordance with the requirements of the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), Section 106 of the National Historic Preservation Act, Section 4(f) of the Department of Transportation Act (49 U.S.C. 303), and related laws and regulations (collectively NEPA/CEQA). The Federal Railroad Administration (FRA) is the Federal lead agency responsible for NEPA compliance and the Authority is the State agency responsible for CEQA compliance. To satisfy both NEPA and CEQA, a combined environmental document is prepared—EIR for CEQA and EIS for NEPA. The combined environmental document is referred to as an EIR/EIS.

ATTACHMENT 3

The Authority has seven Project-Level EIR/EIS studies under way for Phase 1 of the CHSTP. The Authority will prepare the EIR/EISs in accordance with the Council on Environmental Quality NEPA implementing regulation (40 C.F.R. Part 1500), FRA's Procedures for Considering Environmental Impacts (64 F.R. 28545 (May 26, 1999)) and other applicable Federal and State environmental assessment/review requirements. The Authority will carry out the steps required to complete the environmental documents as described below.

- Notice of Intent (NOI)/Notice of Preparation (NOP): A NOI is prepared and published by FRA in the *Federal Register*. Under CEQA a similar NOP is prepared and filed with the State Clearinghouse and advertised in local newspapers. (This step has already been completed for all seven Sections and is not a part of this Statement of Work.)
- Scoping: Scoping involves public meetings called "scoping meetings" at selected locations within the study area to present the Program Level alternatives and optional station sites, explain the environmental process, and receive comments from the public and agencies regarding issues and alternatives to be studied in the EIR/EIS document for the particular HST section. (This step has already been completed for all seven Sections and is not a part of this Statement of Work.)
- Agency Coordination: The Authority, along with FRA, will develop an Agency Coordination Plan that will bring together the appropriate local, regional, State, and Federal agencies to ensure compliance with their respective environmental approval and permitting requirements. The Agency Coordination Plan outlines the roles and responsibilities of these agencies and identifies the project information that will be shared with them for comment. Similar plans are prepared to facilitate public outreach to local communities including low income and minority populations, as well as Native American tribes and other consulting parties in the Section 106 process. (Agency coordination is under way on all seven Sections and activities undertaken in support of agency coordination after the effective date of this Agreement are potentially eligible under this Statement of Work.)
- Purpose and Need: The Authority, with FRA, will develop a project Purpose and Need Statement for each Section, which is required by NEPA and documents why a project is undertaken, and includes the description of project objectives for CEQA. (Purpose and Need Statements are being prepared for all seven Sections and activities undertaken in developing purpose and need statements after the effective date of this Agreement are potentially eligible under this Statement of Work.)
- Alternatives Analysis: The Authority, with FRA, will conduct an Alternatives Analysis (AA) in each Section to help identify the alignments and station locations to carry forward in the environmental review. The AA process will define potentially reasonable and feasible project alternatives, design options, and station locations that can meet the NEPA Purpose and Need and CEQA project objectives while avoiding or minimizing environmental impacts. (The AA process is under way in all seven Sections and activities undertaken in developing the alternatives analysis after the effective date of this Agreement are potentially eligible under this Statement of Work.)

ATTACHMENT 3

- Project Definition: The Authority will prepare a draft of the Project Definition/Description when the AA process is finished, and will update it when engineering design reaches 15% completion. The Authority, with FRA, will proceed first with the preparation of Technical Reports, and then with the development of baseline conditions, impact analysis, and mitigation measures for the Draft EIR/EIS. (Project definition will begin after AA process is complete and is a part of this Statement of Work.)
- Administrative Draft EIR/EIS: Prior to releasing the public Draft EIR/EIS documents, an Administrative Draft EIR/EIS is prepared for the Authority, FRA, and the California Attorney General's (AG's) Office. These agencies will review the Administrative Draft EIR/EIS for completeness and conformity with the NEPA/CEQA requirements. Pursuant to the terms of agreements by and between the relevant agencies, the Administrative Draft EIR/EISs or relevant portions thereof would be circulated to cooperating agencies, which may include the U.S. Army Corps of Engineers for all Sections, and may include the Federal Transit Administration, the Bureau of Land Management and other federal agencies for specific Sections. (The Administrative draft is underway for all of the seven sections and activities undertaken in support of the Administrative Draft EIR/EIS after the effective date of this Agreement are included within this Statement of Work.)
- Draft EIR/EIS: The Authority, with FRA, will prepare and circulate Draft EIR/EISs for public and agency review. A public review and comment period of 45 to 60 days will be provided for each of these publications. The Authority, with FRA, will present the results of the analysis described in the Draft EIR/EIS documents at public meetings and comments will be accepted regarding the project and the environmental documents. The Authority, with FRA will prepare responses for the comments received on the Draft EIR/EISs. Both the comments and responses will be presented as part of the Final EIR/EIS. (The Draft EIR/EISs have not been prepared and will be undertaken as a part of this Statement of Work.)
- Final EIR/EIS: The Authority, with FRA, will prepare a Final EIR/EIS for each of the seven high-speed train Sections and make the Final EIRs/EISs available for a 30-day period. (The Final EIR/EISs have not been prepared and will be undertaken as a part of this Statement of Work.)
- NOD/ROD: The Authority will file a NOD for the decisions it makes related to each Final EIR. The Authority will support FRA in issuing RODs. (The NOD/RODs have not been prepared and will be undertaken as a part of this Statement of Work.)

The Authority has contracted with the PMT and six RCs to prepare the environmental documents, PE and other related work products needed to advance the CHSTP. In managing the EIR/EIS process through final approval of a NOD/ROD for each high-speed train Section, the PMT has prepared guidance to ensure that each RC will:

- Conduct public scoping meetings with presentation materials intended to inform the public of the CHSTP and help them understand the environmental review process.

ATTACHMENT 3

- Have adequate public, stakeholder, and agency outreach during the environmental review process.
- Provide outreach to non-English-speaking communities or groups.
- Conduct the AA process developed for the projects with a level of detail and public/agency involvement needed to select the most reasonable and feasible options, which will avoid or minimize potential impact.
- Use the study area limits developed for the projects to identify environmental baseline conditions.
- Use the criteria and significance thresholds developed for the projects to identify potential impacts.
- Identify measures to avoid, minimize, and/or mitigate impacts.

During the preparation of the environmental deliverables and EIR/EIS documents by the RCs, the Authority and PMT staffs will provide technical and quality assurance/quality control (QA/QC) review to ensure that the guidance and standard methods adopted by the Authority and FRA are followed.

Task 1 also includes the work to be undertaken by the Authority to prepare agency agreements, obtain regulatory agency approvals, and environmental permits. The RC's staff with expertise in environmental permitting will assist with, and will manage the documentation needed for, the permitting process on behalf of the Authority which begins during the preparation of the Final EIR/EIS. The major environmental permits that each of the HST Sections may require include:

- Section 404 permit under the Clean Water Act
- Section 401 water quality certification permit
- Section 408 and Section 214 of the Water Resources Development Act
- Section 4(f) and Section 6(f) Approvals
- National Pollution Discharge Elimination System (NPDES) Permits
- USF&WS Section 7 Consultation and Biological Opinion
- California ESA permits
- California Department of Fish and Game (DFG) Section 1602 Lake and Streambed Alteration Agreement
- California Department of Transportation (Caltrans) Encroachment Permits

Task 1 Deliverables

The Authority, in coordination with FRA, shall prepare and deliver the following environmental documents for each of the seven Phase 1 sections:

- Agency Coordination Plan
- Purpose and Need Statement
- Preliminary Alternatives Analysis Reports and, if necessary, Supplemental Alternatives Analysis Reports
- Project Definition/Description
- Administrative Drafts of the EIR/EISs for both the draft and final documents, including any required Section 4(f) Statement(s)

ATTACHMENT 3

- Draft and Final EIR/EISs, including any required Section 4(f) Statement(s)
- NOD for the decisions it makes related to each Final EIR
- Draft ROD for each Final EIR
- Statewide agency agreements with environmental resource agencies as required to support the environmental permitting
- Required environmental permits

Task 2: Preliminary Engineering (up to 30% Design)

The Authority, in coordination with FRA, shall complete PE of the seven Phase 1 Sections described above.

The Authority with assistance from PMT Engineering will provide ongoing oversight of the RCs to assure design consistency and satisfaction of legal requirements across the system. The RCs are guided by design criteria set forth in technical memoranda for the system. Design consistency will be achieved by strict adherence to these design criteria by the RC teams as they develop their 15% design and up to 30% design submittals as follows:

- 15% design – The Authority will complete preliminary engineering for acceptance by FRA that is sufficient to support a regional project draft and final EIR/EIS, provide a more detailed construction cost estimate, and conform with all requirements and commitments included in decision documents (FRA ROD; Authority resolution, CEQA findings, and Mitigation Monitoring and Report Plan) and the Final Program EIR/EISs. Generally, the level of engineering detail will be sufficient to determine the required footprint for the CHSTP facilities and identify environmental impacts.
- Up to 30% design – The Authority will complete preliminary engineering for acceptance by FRA that conforms to the regional project Final Environmental Documents that will support procurement of final design and construction services and provide a more detailed and accurate construction cost estimate. Generally, the level of engineering detail will identify all elements of the project to be constructed but leave construction details and final placement for development during final design.

The engineering-related requirements generally fall into two categories, technical design requirements and safety requirements. Compliance with the technical design requirements is critical in ensuring that the CHSTP provides the performance mandated by the guiding legislation (AB 3034) and set forth by the Authority in policy documents. Compliance with applicable safety requirements, including requirements which may be codified in an FRA Rule of Particular Applicability (RPA) and/or waiver for the CHSTP, is critical to securing any necessary approvals from the FRA and other entities to operate the California high-speed train in revenue service.

Task 2 includes the work by the Authority to support the development of the RPA, development of design standards, rolling stock specifications, and operations & maintenance (O&M) plans as further described below.

ATTACHMENT 3

Design Standards and O&M Plans

The Authority will develop design standards and O&M Plans to meet the Federal and State safety requirements and the performance objectives of the CHSTP. Engineering and design standards, plus O&M plans, will guide the final design, construction, and revenue service operations of the high-speed rail system.

The engineering efforts are focused on five key areas of activity, all of which are required to ensure that the designed high-speed rail system will meet the specified performance objectives. These key areas include:

Systemwide Design Elements

- The Authority will produce, in coordination with FRA, CHSTP requirements and design for a network-wide 2×25 -kV traction power supply system and coordinate with the CPUC for obtaining necessary approval(s).
- The Authority will produce, in coordination with FRA, standard designs for track structure, overhead contact system (OCS), and ancillary facilities to ensure a consistent application across the CHSTP network.
- The Authority will produce, in coordination with FRA, train control and communications systems specifications that provide the CHSTP's requirements for performance, capacity, and safety and for consistent application across the CHSTP network.

Design Criteria and Standards

- The Authority will prepare design criteria in consultation with FRA, that comply with FRA safety standards and requirements, and support the Petition for the RPA, including designs related to trainsets, track alignment, bridge and viaduct design, tunnel design, building (including stations and maintenance facility) design, earthworks, drainage design, safety and security, geotechnical investigations and design, seismic considerations, traction power facility equipment, traction power system analysis, OCS configuration, positive train control, system architecture and design requirements, system interfaces, and supervisory control and data acquisition.
- The Authority will develop design criteria that are documented in drawings and technical memoranda and include assessment of existing high-speed rail systems, analysis of what is appropriate for the California high-speed rail system, and design guidance for final design and construction. Design criteria and standards will ensure that all subsystems deliver a reliable and safe high-speed train system commensurate with industry standards and FRA requirements and provide a consistent design approach to be applied to each CHSTP section.
- The Authority will prepare, in coordination with FRA, the CHSTP Design Manual that will be the primary design reference for final design and construction. Standard specifications and special provisions will be developed for inclusion in the procurement documents.

ATTACHMENT 3

Maintenance Plan

- The Authority will develop a plan, in consultation with FRA, for the maintenance of track infrastructure, known as maintenance-of-way (MOW), addressing inspection and maintenance activities and frequency intervals (time or mileage as appropriate) typical for high-speed rail infrastructure for purposes of determining MOW facility requirements, including activities at each site, equipment requirements, and approximate size and locations.
- The Authority will create, in coordination with FRA, a rolling stock inspection and maintenance plan that includes activities, and frequency intervals (time or mileage as appropriate) typical for high-speed rail rolling stock for purposes of determining rolling stock facility requirements including types of facilities, activities at each of the facilities including major equipment, required frequency of inspection and maintenance, approximate location for each of the facility types, approximate size of each facility type, and rolling stock dwell time at each location.

Operational Planning and Concept of Operations

- The Authority will prepare and submit to FRA an operational plan to support Pproject Section studies and make regional project recommendations to optimize system performance. The plan will include operational concepts for the CHSTP, including operational objectives, mainline configuration, and control of operations, rolling stock storage, maintenance, and repair.
- The Authority will also prepare and submit to FRA operating design criteria including operating routes, operating speed and restrictions, design level of service, operating hours, operating schedule and station dwell times, normal and contingency modes of operations, recovery time, headways, and trainset length and seating requirements.

Rolling Stock Specifications

- The Authority will prepare and submit to FRA rolling stock specifications to support procurement and acceptance of trainsets that meet the Authority's performance and safety requirements including maximum operating speed, acceleration rate and braking rates (service and emergency), leading dimensions and clearances, trainset makeup, number of seats, number of trainsets, distributed power versus locomotive hauled, line voltage, radial steering trucks, heating, ventilating, and air-conditioning requirements, coupling systems (internal and external), carbody materials, energy management systems, signal and train control technologies, and communications requirements.

Task 2 Deliverables

Authority shall prepare and deliver, in coordination with FRA, the following preliminary design documents for each of the seven Phase 1 Sections and/or systemwide:

- 15% design for each Section
- Up to 30% design for each Section
- Systemwide design standards
- CHSTP Design Manual

ATTACHMENT 3

- O&M plans, including maintenance plans, and design criteria
- Rolling stock specifications.

Task 3: Other Related Work Needed Prior to Start of Construction

In addition to the Environmental Review (Task 1) and Preliminary Engineering (Task 2) described above, the Authority will also complete the additional work required to be completed prior to start of construction, including ROW acquisition support, ridership forecasting, and construction planning/procurement support as more fully described in the attached RC and PMT task descriptions (See Exhibits 1 and 2). Station area planning would be initiated prior to the start of construction and would continue past the start of construction.

Station Area Planning

- Develop and recommend for adoption transit oriented development (TOD) measures at and around the locations of HST stations.
- Develop and recommend conceptual HST station area plans that reflect the values of the community, encourage public participation, and would support the Authority's objectives for increasing ridership and providing alternatives to automobile use.
- Work with local jurisdictions in which potential HST stations are being considered to facilitate adoption, amendment of City and County General Plans.

ROW Acquisition Support

- Identify parcels that could protect ROWs and preserve land for future high-speed rail alignments based on the Program EIR/EIS decisions and consistent with environmental review requirements and other applicable legal requirements.
- Gather and document parcel requirements to support negotiations, including survey documents and legal descriptions with respect to ownership, easements, and parcel size.
- Develop a Relocation Plan for ROW acquisitions that conforms to the State and Federal relocation assistance requirements including the Uniform Relocation Assistance Act, and other State and Federal provisions that would be required at the time of acquisition.

Ridership Forecasting

- Ridership work to support Phase 1 EIR/EIS completion: July 1, 2010 through NOD/ROD: Ridership & revenue forecasts and station boardings to support the final project EIR/EIS documents and the final selection of station locations (patronage, revenue generation, meeting Prop 1A requirements, etc.), updating operating and service patterns (e.g. Anaheim-LAUS 3-5 trains/hour), and evaluation of maximum reasonable impacts (local traffic, regional & local air quality, parking requirements, etc.).
- Ridership & revenue forecasting work to support Phase 1 30% design, construction planning/procurement, and staged development of facilities: Forecasts of growth and timing of ridership & revenue in conjunction with staged opening of service, e.g. sizing of the trainset fleet, initial phases of storage yard and maintenance facility equipping, staged parking requirements and road / transit improvements around stations.

ATTACHMENT 3

Construction Planning/Procurement

- Develop staging and construction plan.
- Complete civil design, systems design, systems integration and any value engineering efforts.
- Develop an approach and bid packages for equipment and construction procurement and other services, if needed.
- Develop detailed cost estimates as PE is completed.
- Support procurement and construction inspection.

Task 3 Deliverables

Authority, in coordination with FRA, shall prepare and deliver the following for each Phase 1 section:

- Station area plans
- ROW acquisition plans
- ROW documents
- Ridership forecasts
- Construction contract documents ready for bid.

Project Limits: The Project limits of each geographic Section are established in each RCs' contract. They extend generally between major proposed station locations along the Phase 1 route at a logical breakpoint between Sections. There is close coordination between RCs in adjacent sections to ensure that all seven Sections will connect and function seamlessly.

PROJECT SCHEDULE

Four sections (San Francisco-San Jose, Merced-Fresno, Fresno-Bakersfield, and Los Angeles-Anaheim), lightly shaded in the table below, are targeted to complete environmental review by September 2011 and to start construction by September 2012, with construction completed by September 2017. The remaining three Phase 1 Sections (San Jose-Merced, Bakersfield-Palmdale, and Palmdale-Los Angeles) are scheduled to complete environmental review by 2012 and, as funding becomes available, would be ready to start construction by 2013. The current schedule of key PE and EIR/EIS document milestones for each of these sections is shown in Table 1 below. A detailed schedule outlining additional milestones for each project section is on file with FRA.

Table 1: Milestone Schedule

Section/Activity	Admin Draft EIR/EIS	15% Design	Draft EIR/EIS	Final EIR/EIS	30% Design	NOD/ROD
San Francisco-San Jose	Sept. 2010	Dec. 2010	Dec. 2010	July 2011	Sept. 2011	Sept. 2011
San Jose-Merced	Apr. 2011	Dec. 2010	July 2011	Feb. 2012	Mar. 2012	Apr. 2012
Merced-Fresno	Sept. 2010	Dec. 2010	Dec. 2010	July 2011	Sept. 2011	Sept. 2011

ATTACHMENT 3

Section/Activity	Admin Draft EIR/EIS	15% Design	Draft EIR/EIS	Final EIR/EIS	30% Design	NOD/ROD
Fresno-Bakersfield	Sept. 2010	Oct. 2010	Jan. 2011	July 2011	Sept. 2011	Sept. 2011
Bakersfield-Palmdale	Sept. 2011	Nov. 2011	Dec. 2011	June 2012	Sept. 2012	Sept. 2012
Palmdale-Los Angeles	Dec. 2010	Jan. 2010	Mar. 2011	Oct. 2011	Dec. 2011	Dec. 2011
Los Angeles-Anaheim	Sept. 2010	Aug. 2010	Jan. 2011	July 2011	July 2011	Sept. 2011

PROGRAM ESTIMATE/BUDGET

The total cost of the Phase 1 PE/NEPA/CEQA activities as described in Tasks 1, 2, and 3 is approximately \$388 million, of which, this Agreement will fund up to \$194 million and the Authority is responsible for obtaining funds for the remainder.

The total cost, and the Federal share of these costs are listed in Table 2 below. It is understood that any additional expense required beyond that provided in this grant to complete the activities described above shall be borne by the Grantee. A detailed project budget by task and subtask, by Fiscal Year, and by performing entity (RC and PMT) has been submitted to and been approved by FRA and constitutes the Approved Project Budget for this Agreement. Revisions to the Approved Project Budget must be made in accordance with Attachment 2, Section 4 of the Agreement.

Table 2: Cost of the Phase 1 PE/NEPA/CEQA Work

Section	Total Cost (YOE \$ in Millions)	Federal Share (YOE \$ in Millions)
San Francisco - San Jose	\$46.76	\$23.38
San Jose - Merced	\$83.64	\$41.82
Merced - Fresno	\$32.08	\$16.04
Fresno - Bakersfield	\$60.75	\$30.37
Bakersfield - Palmdale	\$54.65	\$27.33
Palmdale - Los Angeles	\$90.47	\$45.23
Los Angeles - Anaheim	\$19.65	\$9.83
Total	\$388.00	\$194.00

PROJECT COORDINATION

The Grantee shall perform all tasks required to complete the necessary environmental documentation and preliminary engineering through a coordinated process with interested parties, including all railroad owners and operators within the project area, participating and cooperating State and Federal resource agencies, Caltrans, and FRA.

PROJECT MANAGEMENT

The Authority's staff organization currently consists of an Executive Director/Chief Executive Office, three Deputy Directors (Finance and Administration, Environmental and Planning, and Communications/Public Policy/Outreach), a small support staff, as well as a Chief Engineer contractor, a Project Management Oversight (PMO) contractor, a Government Relations Management contractor, a Program Management Team, and seven RC Teams (plus an additional team for the "Altamont Corridor Rail Project"). Additionally, the Authority employs a financial consultant contractor and a public outreach and communications contractor. The California AG's office provides legal support to the Authority on all matters including review of the environmental deliverables up to and including the Final Environmental Report (EIR) and the NOD. The Authority is working with FRA under a Memorandum of Understanding, and FRA, the Federal lead agency for NEPA, is responsible for the technical and legal review of the section EISs.

Nothing herein is intended to, or shall be construed to or shall operate to, preclude or to limit the Authority from negotiating such changes in its contracts with its consultants as it finds are necessary and appropriate in order to secure the performance of the work described herein in an adequate and timely manner, provided, however, that the Authority shall provide to the FRA timely written notice of all such contractual changes relevant to the work to be performed under this Statement of Work.

EXHIBIT 1

PMT SCOPE OF WORK AND DELIVERABLES

Phase 1 California High Speed Train Program – PE/NEPA/CEQA

A. PMT STATEMENT OF WORK

The work on the PMT contract will be done in phases. The Phase I of this work is estimated to take 6-years to complete. The Consultant will prepare an Annual Work Program (AWP) which will consist of a detailed scope of work (defining deliverables and due dates), a detailed staffing plan, and cost estimate.

Phase I - PE for completion of EIR/EIS, Implementation Plan. During this phase, the Consultant will be accountable for:

- Establishment of a Project Office
- Development of a project implementation strategy and master plan
- Launch and management of the project level environmental work through a series of GEC consultants
- Development of a Right of Way assessment and acquisition program
- Development of a methodology for the performance and management of subsurface structural/geotechnical investigation

The CONSULTANT will establish those systems necessary to maintain control of the schedule, budget, documentation, procurement, construction contracting strategies, etc. so that project delivery tracks the established schedule and financial targets.

Program Management Responsibilities

- A. Project Management Plan (PMP) Develop a PMP in accordance with generally accepted industry practice
- B. Prepare and maintain: 1) a master project schedule, 2) project estimate, and 3) financial and technical information system using contemporary software applications and MIS technology to facilitate controlled access by all project participants for obtaining and updating information. All project information is to be integrated through the use of a master Work Breakdown Structure (WBS). The WBS will facilitate the periodic summarization of detailed cost and schedule information.
- C. Project Management and Control System (PMCS) - Implement a PMCS that enables the integrated monitoring and control of the entire project in terms of financial management, scheduling, document control and other status reporting functions. While the focus initially is Phase I, the PMCS should be chosen to accommodate expansion for use throughout the entire program.
- D. Risk Management Plan (RMP) - Develop program and management plan which identifies the potential risks which could threaten the timely and cost effective completion of the projected. Risks to be identified should include but are not limited to technical, financial, institutional, and legal risks, and the RMP shall address those risks identified as appropriate by the Authority's Executive

ATTACHMENT 3

Director. The RMP will include risk identification, risk assessment, risk allocation, and recommended risk management strategies. The plan will be updated on a periodic basis.

- E. Project Insurance - Develop and recommend project insurance strategy through the evaluation of available alternatives and the review of successful approaches deployed elsewhere. When the need arises, prepare RFP for the solicitation of wrap-up insurance and manage the contract.
- F. Quality Management - Establish and implement a QA and QC plan for the work of the CONSULTANT and a master plan for the project
- G. Public Education, Participation and Outreach – Assist and implement a public education, participation and outreach plan for a diverse stakeholder group throughout the project area.
- H. Design Standards and Coordination – Establish master standards for the project and establish procedures and systems to assure compliance and coordination.
- I. Project-Level Preliminary Engineering/ EIR/EIS Management – provide oversight and coordination of the project-level preliminary engineering and EIR/EIS for all the regions.
- J. Procurement and Contract Administration – Provide services to procure other services, equipment and construction for the total project implementation.
- K. Special Design Work - The majority of the preliminary design work will be accomplished through the regional environmental/engineering contracts however the CONSULTANT maybe required to perform additional design work or full design on specific elements. Unit costs for systems elements (signaling, communications, and electrification) and HST vehicles will be developed by the CONSULTANT as well as engineering design criteria, operational analysis and costs.

Task 1 Project Management & Controls

- 1.1 Program Management
- 1.2 Schedule & Document Control
- 1.3 Admin, Contracts & Special Projects
- 1.4 Quality Assurance & Quality Control
- 1.5 Risk Management

The Program Director and team provide over arching guidance to the Program Management Team and to the Regional Consultants in the pursuit of the environmental work and preliminary engineering toward the goal of the Notice of Determination and Record of Decision that will allow the project to move into construction. The scope of work also includes the following:

- A. Project Management Plan (PMP) Develop a PMP in accordance with generally accepted industry practice
- B. Prepare and maintain: 1) a master project schedule, 2) project estimate, and 3) financial and technical information system using contemporary software applications and MIS technology to facilitate controlled access by all project participants for obtaining and updating information. All project information is to be integrated through the use of a master Work Breakdown Structure (WBS). The

ATTACHMENT 3

WBS will facilitate the periodic summarization of detailed cost and schedule information.

- C. Project Management and Control System (PMCS) - Implement a PMCS that enables the integrated monitoring and control of the entire project in terms of financial management, scheduling, document control and other status reporting functions. While the focus initially is Phase I, the PMCS should be chosen to accommodate expansion for use throughout the entire program.
- D. Risk Management Plan (RMP) - Develop program and management plan which identifies the potential risks which could threaten the timely and cost effective completion of the project. Risks to be identified should include but are not limited to technical, financial, institutional, and legal risks, and the RMP shall address those risks identified as appropriate by the Authority's Executive Director. The RMP will include risk identification, risk assessment, risk allocation, and recommended risk management strategies. The plan will be updated on a periodic basis.
- E. Project Insurance - Develop and recommend project insurance strategy through the evaluation of available alternatives and the review of successful approaches deployed elsewhere. When the need arises, prepare RFP for the solicitation of wrap-up insurance and manage the contract.
- F. Quality Management - Establish and implement a QA and QC plan for the work of the CONSULTANT and a master plan for the project

Task 2 Public Education & Communications

The Program Management Team will provide Public Education, Participation and Outreach efforts for a diverse stakeholder group throughout the project area.

These services were performed until officially until June 30, 2009 and unofficially through February 2009 when The Authority contracted directly with a firm for these services overseen by the Deputy Director of Communications.

The Program Management Team continues to provide legislative support on the local, state and Federal level.

- 2.1 Statewide public Education & coordination (NIC)
- 2.2 News media relations (NIC)
- 2.3 State, Federal and regional interest group
- 2.4 Communications (NIC)

Task 3 Engineering Criteria & Design Management

The Program Management Team will provide engineering support to establish master standards for the project and establish procedures and systems to assure compliance and coordination between all sections. The engineering group will provide technical oversight and coordination of the project-level preliminary engineering and EIR/EIS for all the regions.

ATTACHMENT 3

The majority of the preliminary engineering design work will be accomplished through the regional environmental/engineering contracts however the Program Management Team will perform additional design work or full design on specific elements. Unit costs for systems elements (signaling, communications, and electrification) and HST vehicles will be developed by the Program Management Team as well as engineering design criteria, operational analysis and costs. In addition the development of a methodology for the performance and management of subsurface structural/geotechnical investigation will be established.

- 3.1 Team Management
- 3.2 Infrastructure
- 3.3 Systems
- 3.4 Operations
- 3.5 Maintenance
- 3.6 Rolling Stock
- 3.7 Regulatory Approvals
- 3.8 Standard Plans
- 3.9 Standard Specifications
- 3.10 Cost Estimating
- 3.11 Design Manual
- 3.12 Design Submittal Review (from RC)
- 3.13 Risk Management
- 3.14 Staging and Procurement Support
- 3.15 Survey Control
- 3.16 System Integration

Task 4 Environmental Review

Provide environmental services to establish protocols, standards and a timeline for each regional consultant to follow. Oversee and review the environmental process by the regional consultants to ensure compliance with all regulatory agencies and maintain consistency throughout each environmental section.

- 4.1 Project Task Management
- 4.2 Program Management Coordination
- 4.3 Environmental Scoping
- 4.4 Alternatives Analysis
- 4.5 Environmental Methods
- 4.6 Public/Agency Involvement Coordination
- 4.7 Review of Environmental, Social, Economic and Community Issues
- 4.8 Review of Technical Reports and DEIS/R
- 4.9 Permits & Approvals
- 4.10 Statewide Technical Tasks
- 4.11 GIS Support Services
- 4.12 Agency Agreements for Coordination & Funding
- 4.13 Section 404 and 408 Coordination

Task 5 Regional Consultant Oversight

The Program Management Team provides oversight of the Regional Consultants on behalf of the Authority. The Regional Managers attend public interest meetings with the Regional Consultants working to share a common message based on Authority approved policy's. The Regional Managers ensure the Regional Consultants are performing their work in alignment with the scope identified in the Annual Work Plan, budget and schedule. To ensure that the environmental and engineering standards are being properly applied.

- 5.A LA - Palmdale
 - 5.1 A Project Management
 - 5.2 A Meetings
 - 5.3 A Engineering & Environmental Review
- 5.B LA-Orange Co.
 - 5.1 B Project Management
 - 5.2 B Meetings
 - 5.3 B Engineering & Environmental Review
- 5.C LA-San Diego
 - 5.1 C Project Management
 - 5.2 C Meetings
 - 5.3 C Engineering & Environmental Review
- 5.D Palmdale - Fresno
 - 5.D1 Palmdale - Bakersfield
 - 5.1 D Project Management
 - 5.2 D Meetings
 - 5.3 D Engineering & Environmental Review
 - 5.D2 Bakersfield - Fresno
 - 5.1 D Project Management
 - 5.2 D Meetings
 - 5.3 D Engineering & Environmental Review
- 5.E Fresno - Sacramento
 - 5.E1 Fresno - Merced
 - 5.1 E Project Management
 - 5.2 E Meetings
 - 5.2 E Engineering & Environmental Review
 - 5.E2 Merced - Sacramento
 - 5.1 E Project Management
 - 5.2 E Meetings
 - 5.2 E Engineering & Environmental Review
- 5.F Altamont Pass
 - 5.1 F Project Management
 - 5.2 F Meetings
 - 5.3 F Engineering & Environmental Review
- 5.G Merced to San Jose
 - 5.1 G Project Management
 - 5.2 G Meetings
 - 5.3 G Engineering & Environmental Review

- 5.H San Jose - San Francisco
- 5.1 H Project Management
- 5.2 H Meetings
- 5.3 H Engineering & Environmental Review

Task 6 ROW Assessment and Acquisition

Development of a Right of Way assessment and acquisition program

- 6.1 Right of Way Guidelines Manual
- 6.2 Standard Forms & Documents
- 6.3 Acquisition Strategy & Protocols
- 6.4 Identify Priority Acquisitons
- 6.5 GIS Database for Real Estate
- 6.6 Pre-Qualify Vendors
- 6.7 Relocation Plan

Task 7 Ridership and Revenue

Ridership forecasts, revenue and operational analysis of the high-speed rail system are necessary to establish the viability of the system. Once proved viable this analysis is the foundation to determine the number of trains, station size and possible station locations as well as operating costs and surpluses.

- 7.1 Rail Systems Operations Management
- 7.2 Operations Planning
- 7.3 Ridership and Revenue Forecasts
 - 7.3.1 Ongoing Forecasts
 - 7.3.2 EIR/S support / public explanations

Task 8 Staging / Procurement

Provide services to procure other services, equipment and construction for the total project implementation. Including possible staging options to best serve the project.

- 8.1 Staging and Construction Planning
- 8.2 Procurement and Bid Packages
- 8.3 Cost Estimating
- 8.4 Procurement / Construction Inspection Support

Once the Notice of Determination and Record of Decision is accomplished and the project moves forward to Phase II for that section, the work scope will evolve

Phase II – Design and Pre-Construction. During Phase II the Consultant will manage civil design, systems design (including trainsets), systems integration and any value engineering effort deemed appropriate. The performance measurement is a high-quality design which is delivered on time and within budget, that is constructible, biddable in accordance with the contracting strategy, and fully compliant with the

ATTACHMENT 3

Authority's service operating plan. Throughout this phase the Consultant continues to be responsible for maintaining schedule and cost control along with the quality and risk management. All systems prepared and launched during Phase I must be maintained. All required actions to prepare for timely construction and material acquisition must be undertaken as well.

Phase III – Construction and Preparation for Operations – During Phase III the Consultant is responsible for the management of all construction contracts unless specifically excluded by the Authority and assigned to another entity or themselves. This does not relieve the Consultant of overall integration of the systems through the chosen contracting methodology. The CONSULTANT will engage the services of one or more construction managers (CM's) to carry out the management task. The Consultant will also manage the GEC (civil and system designers) construction support activities. The Consultant continues to be responsible for maintaining schedule and cost control along with the quality and risk management. All systems prepared and launched during Phase I and used during Phase II must be maintained. A claims avoidance, defense and mitigation strategy is to be developed and proactively managed. During this phase the Consultant will also be responsible for recommending a rail operations contracting strategy and in close cooperation with the Authority, will assist in the implementation of such a contract in order to allow the successful contractor to be a part of Phase IV - Testing and Commissioning Phase. The Consultant will insure that the contractors and the selected operator are working in an integrated manner to facilitate a smooth transition from construction and installation of systems to the commissioning phase. Testing and commissioning plans will be reviewed for schedule conformance and compliance with all systems integration, quality and risk management plans.

Phase IV – System Testing and Commissioning. During Phase IV the Consultant will actively manage all contractors directly or through assigned CM's to see that all systems and facilities are tested in accordance with approved plans, that any deficiencies are promptly addressed and corrected so that the operator is presented with a safe operating system that can deliver the performance established in the business plan. The Consultant must also see to it that all training documentation is delivered, as-builts are prepared and delivered, and training is accomplished according to plan.

PMT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month to the-Executive Director and the Authority's Program Management Oversight contractor. The report should be sufficiently detailed for the Executive Director to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. A schedule for the submittal of reports, and report content, for the initial phase of work will be developed within the first 30-days of the contract.

ATTACHMENT 3

- C. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Work Breakdown Structure (WBS) level element(s).
- D. The Consultant's Project Director shall meet with the Authority's Executive Director as needed to discuss progress on the Agreement.

EXHIBIT 2

REGIONAL CONSULTANT SCOPE OF WORK AND DELIVERABLES

Phase 1 California High Speed Train Program – PE/NEPA/CEQA

B. REGIONAL CONSULTANT SCOPE OF WORK (TYPICAL)

1. The Consultant will be performing “Preliminary Engineering and Project-Specific Environmental Work” under this agreement as generally described in Attachment 2 (consisting of the Statement of Qualifications/Scope of Work/Deliverables) which is made a part hereof, and as made more specific by the Annual Work Programs that are to be prepared by the Consultant, subject to refinement in consultation with California High-Speed Rail Authority (Authority) staff, and are to be effective upon acceptance by the Authority’s Contract Manager. The Consultant is responsible for developing engineering, planning, and environmental data; for preparing one or more project site-specific Environmental Impact Report/Environmental Impact Statement (EIR/EIS) document(s) for the high-speed train (HST) system in _____ corridor; and for providing the described right-of-way preservation and acquisition services in this corridor, as requested by the Authority. The project EIR/EIS(s) will include engineering and environmental impact analyses of the HST line and facilities, including station development, and connections with other modes of transportation. EIR/EIS process(es) will include the involvement of the public, interested groups, and appropriate local, state, and federal agencies, as determined in consultation with Authority staff .
2. The services shall be performed in the _____ region; with a project office located within the _____ region.
3. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

STATEMENT OF WORK

The focus of this work will be on the selected corridor as part of the Authority’s and Federal Railroad Administration’s (FRA) certified statewide California High Speed Train Program EIR/EIS and the FRA’s Record of Decision (both November 2005). The Consultant is responsible for developing engineering, planning, environmental data, preparing one or more project site-specific EIR/EIS document(s) for this HST segment, and for providing right-of-way preservation and acquisition services in this corridor. The project EIR/EIS(s) will include engineering and environmental impact analyses of the HST line and facilities, station development, and connections with other modes of transportation. EIR/EIS process(es) will include the involvement of the public, interested groups, and local, state, and federal agencies with approval or permit responsibilities. The Consultant must develop a work program to prepare environmental studies and analyses that will be used to satisfy both the state and federal requirements. The Authority will be the lead state agency, and the FRA will be the lead federal agency.

EXHIBIT 2

The public involvement program is part of this contract and will be a part of EIR/EIS process(es) focusing on identification of issues and concerns. Key responsibilities of the Consultant include developing environmental and engineering analyses and implementing a regional public and agency involvement process to assist in identifying issues and concerns in the study area.

“Work Plan” Elements:

In the work plan, bidders should address, but are not limited to:

- Project Management Plan
- Public Participation Program
- Project Definition
- Preliminary Engineering

- Environmental Impact Analysis
- Station Area Development Planning
- Prepare Draft and Final Project-Level EIR/EIS Documents
- Certification of EIR and Preparation of ROD for EIS
- Permitting and Rights-of-Way Preservation and Acquisition Services

Task 1. Project Management Plan

The Work Plan shall identify key personnel, coordination of work activities and sub-consultants and an integrated approach to managing the work effort to control schedule, budget and project quality.

The Consultant should prepare a schedule for completion of work task, deliverables, key meetings (such as presentations to the Authority board) and project milestones. The Project Management Plan must also ensure that the work is being undertaken in a technically correct manner that is acceptable to the Authority and FRA, as well as other federal, state, regional and local agencies. The schedule should allow sufficient time for necessary reviews and approvals and circulation periods. The Consultant will be responsible for delivering a legally sufficient environmental document and ensuring that the progress of the project is properly reported and documented.

The Program Management Team (PM) will be responsible for supervising and directing the work of the Consultant. The PM provides continuity throughout the project evolution and is responsible for monitoring, directing and coordinating all aspects of the statewide HST program. The Consultant’s project manager will report to the PM.

Task 2. Public Participation Program

The Consultant is responsible for developing and implementing a public involvement program focused on identifying regional and local issues and concerns of the potential impacts of HST system and for proposing necessary mitigation measures. A key to the success of the Consultant will be their ability to effectively work with the communities within the study region, affected agencies and interested parties (including freight railroads) and organizations.

EXHIBIT 2

The Consultant will identify specific methods to be used to encourage participation, group facilitation, and dispute resolution, as well as encourage as much interaction with the communities as possible. The Consultant will suggest an anticipated number of meetings, presentations, and hearings and the appropriate timing for key events relating to major milestones and decision-making points in the process. The Consultant will participate in selected Authority board meetings; will organize technical advisory committee and community meetings, convening of public meetings/workshops/ hearings – including all forums required as part of the EIR/EIS process(es). The Consultant will be responsible for preparing public hearing/meeting packets, presentations and display materials. The Consultant will be responsible for the appropriate documentation of all meetings and forums and preparing a Final Report(s) summarizing the activities and results of the Public Participation Program.

The Consultant will be responsible for creating and maintaining all stakeholder and agency databases needed to support the work and the EIR/EIS process(es). The Consultant is responsible for setting up and securing meeting sites and all equipment needed for meetings and advertising for meetings. The Consultant must work with other agencies and organizations to get their assistance in helping to publicize meetings.

The Consultant will be responsible for providing appropriate information and electronic documents to put on the Authority and FRA websites, including a “Most Commonly Asked Questions” Document.

Task 3. Project Definition

The _____ HST corridor has been evaluated for more the 12 years by the California Intercity High-Speed Rail Commission (1993-1996) and the CHSRA (1997-2006). Within this corridor, _____ operates the _____ commuter rail service, and freight is operated by the _____ between _____.

Within _____, the California Department of Transportation currently operates intercity passenger rail service, the _____, the _____ operates the _____ commuter rail service, and freight is operated by the _____.

The Consultant will review existing studies, plans and other documents that have been prepared and then summarize as appropriate. It is important that the work is consistent with and builds upon the Authority’s previous work, and includes the mitigation and design practices included in the Authority approval of the HST system, and that work efforts are not duplicated. The Authority’s certified statewide Program EIR/EIS and the technical reports that support this document, as well as the Authority’s Business Plan (June 2000) and the technical studies that support this document are all available on the Authority’s website (www.cahighspeedrail.ca.gov). In partnership with the Metropolitan Transportation Commission (MTC) the Authority is in the process of developing new ridership and revenue forecasts, initial forecasts will be available to the public in the fall of 2006. The Consultant will not be responsible for developing HST ridership and revenue forecasts, but will use the work of others as appropriate to carry out the work.

EXHIBIT 2

Based on the review of existing studies and documents, and under the direction of the Authority staff in consultation with the FRA, the Consultant will collect any additional data needed to undertake the work. Information requirements may include:

- Demographic and land use data and plans
- Existing and future transit systems
- Roadway network
- Freight railroad track charts
- Existing and future travel patterns
- Base maps
- Aerial photos
- Other relevant information

As stated in the Authority's and FRA's certified statewide Program EIR/EIS, "_____ commented that the _____ corridor would be attractive to long-distance commuters and has requested that the Authority consider a future partnership to look at details for an intercity/commuter service in the _____ Corridor." (Page 6A-25) As part of the project-specific EIR/EIS process(es) the Consultant will include potential intercity/commute service and help develop partnerships between the Authority and other agencies.

The Project Definition will include a segment-by-segment alignment description of the HST design options to be investigated in the Project EIR/EIS process(es).

Task 4. Preliminary Engineering

The Consultant is responsible for developing HST design concepts at a sufficient level of detail to develop accurate capital cost estimates, right-of-way requirements, construction staging, traffic and environmental impacts to satisfy CEQA and NEPA requirements. The design concepts will include:

- Plan and Profile drawings of the alignment
- Typical sections
- Special structures and structural modifications
- Electric Traction Facilities and Catenary
- Right-of-way requirements
- Construction Needs and Methods
- Landscaping and amenities
- Station layouts (including parking)
- Renderings of proposed stations
- Locations and functional layouts of support facilities (maintenance, storage, substations, etc.)
- Utility relocation needs
- Bridge reconstructions
- Analysis of freight demands for the corridor
- Impacts of proposed freight operations

EXHIBIT 2

The Consultant will develop preliminary engineering (30%) design drawings of the HST alignments, stations and station sites, grade crossings, maintenance facilities, signal and electric power facilities, and bridges or other structures. Design drawings will be used to complete a 30% costs estimate. The Consultant will need to purchase and incorporate into the Work the appropriate aerial mapping for this task. The Consultant will develop HST cost estimates, documenting all project components. Costs should be presented in current year. Unit costs for systems elements (signaling, communications, and electrification) and HST vehicles will be provided by the PM. HST engineering design criteria, train systems (signaling, communications, and electrification) engineering, operational analysis and costs will be the responsibility of the PM. The design of _____ Station will be the responsibility of the Consultant for the _____ Regional Engineering/Environmental work.

The Consultant will develop a staged construction plan for the project. This plan will identify operable project segments or elements of the HST infrastructure (such as grade separations) that could be constructed early and bring near term project benefits to existing rail freight and conventional passenger rail services.

Task 5. Environmental Impact Analysis

This task requires the Consultant to conduct any technical studies necessary to evaluate and assess impacts of the HST Alternatives and No Project Alternative as part of the EIR/EIS process(es), addressing both alignments and proposed station locations. The Consultant will provide a scope of work for each technical study and impact topic required by CEQA and NEPA that include, but are not limited to:

- Traffic and Circulation
- Travel Conditions
- Air Quality
- Noise and Vibration
- Energy
- Electromagnetic Fields and Electromagnetic Interference
- Land Use and Planning, Communities and Neighborhoods, Property, and Environmental Justice
- Agricultural Lands
- Aesthetics and Visual Resources
- Public Utilities
- Hazardous Wastes and Materials
- Cultural and Paleontological Resources
- Geology and Soils
- Hydrology and Water Resources
- Biological Resources and Wetlands
- Section 4(f) and 6(f) Resources (Public Parks and Recreation, Waterfowl Resources, and Historic Sites)
- Cumulative and Secondary Impacts Evaluation
- Construction Impacts

EXHIBIT 2

- Economic Growth and Related Impacts
- Unavoidable Adverse Environmental Impacts

Technical reports should be prepared for each topic of environmental analysis and include a description of the existing environmental conditions (Affected Environment) that could be affected by the No Project and HST Alternatives. The Consultant will propose measures that will be used to define the study area. The various technical studies and corresponding impacts analyses will be incorporated into the Administrative Draft EIR/EIS document(s). As part of the Draft EIR/EIS document(s), the Consultant shall identify and describe in detail all appropriate mitigation measures required to mitigate for the HST Alternative. The Work Plan should identify anticipated fieldwork needed as part of the site-specific environmental analyses and incorporate this into the project schedule.

A preferred HST Alternative will be identified as well as any incremental stages of improvement. The HST Project EIR/EIS document(s) will evaluate in detail the potential for incremental phased implementation leading to completion of the preferred HST Alternative. Site-specific environmental impacts will be addressed to enable the Authority to reach decisions on the ultimate configuration of the _____ corridor for all involved rail services as well as any incremental phases of development after the completion of environmental documents.

Task 6. Station Area Development Planning

The Authority is committed to encouraging the adoption of TOD measures and to promote value-capture at and around the locations of HST stations. The Consultant will work closely with the local jurisdictions and public in developing HST station area plans. All station area plans should reflect the values of the community, encourage public participation, and meet the Authority's objectives for increasing ridership and providing alternatives to the automobile.

The Consultant will work with local jurisdictions in which potential HST stations would be located to prepare station area plans and will facilitate adoption, amendment of City and County General Plans.

Task 7. Prepare Draft and Final Project-Level EIR/EIS Document(s)

The Consultant will prepare the Draft EIR/EIS document(s) and Final EIR/EIS document(s), including necessary administrative review versions. The site-specific EIR/EIS document(s) must satisfy all the requirements of CEQA and NEPA.

The Consultant in coordination with the PM will be responsible for undertaking all activities associated with the development, publishing and circulation of the EIR/EIS document(s) including: initiating the scoping process, preparing the Notice Intent (NOI) and the Notice of Preparation (NOP), creating an NOI/NOP mailing list, noticing and circulation of the NOI/NOP, developing the project Purpose and Need Statement, developing environmental methodologies and evaluation criteria, writing the EIR/EIS document(s), publishing the Notice of Availability, printing, distributing, and circulating the Draft EIR/EIS document(s), developing a summary of public comments, drafting responses to comments (including any

EXHIBIT 2

additional environmental/engineering work), editing/refining/changing the EIR/EIS document(s) based on PM, Authority and FRA direction, printing, preparing and sending notices of availability, and distributing the Final EIR/EIS document(s). The Consultant shall also be responsible for identifying, maintaining (in electronic form and hard copy) and documenting all appropriate records, references, and resource documents/materials used for the preparation of the EIR/EIS document(s).

The Consultant will respond to four rounds of review on the administrative draft EIR/EIS(s): 1) a first round of review by the Authority, FRA and the PM, 2) a second round of review by cooperating and responsible agencies, 3) final review by the Authority, FRA, and the PM, and 4) certification and approval with findings by the Authority and clearance and issuance of a ROD by the FRA.

Task 8. Certification of EIR/EIS Document(s) and Permitting

The Consultant will prepare other related environmental documents that are required as part of the certification of the Project EIR/EIS document(s), including Findings and a Statement of Overriding Considerations, the Record of Decision/Notice of Determination, and the Mitigation Monitoring and Reporting Plan.

Upon request by the Authority, the Consultant shall prepare applications for and process any and all needed permits from the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service, the California Department of Fish and Game, the California Water Quality Control Board, and other regulatory agencies. The Consultant shall identify which permits will be necessary for construction of the project, prepare applications for the permits on behalf of the Authority and pay any required fees. The Consultant, under the direction of the Authority staff and the PM, shall act as the “Authority’s agent” meeting with and negotiating the conditions for the issuance of environmental permits by the regulatory agencies. Further monitoring of the permitting process may also be required.

Task 9. Rights-of-way Preservation and Acquisition Services

For the portions of the HST line where a defined general alignment has been selected, the Consultant will conduct assessments to identify segments at risk of imminent development or other changes in use that could significantly increase implementation costs and difficulty. The Consultant will develop recommendations for protective advance acquisition consistent with state and federal requirements and will perform any necessary coordination with other federal, state and local agencies and assist the Authority in making acquisitions to the extent such acquisitions have been approved and authorized by the Authority and consistent with available funding. All services rendered and all acquisitions will conform with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

As requested by Authority the Consultant will provide assistance to the Authority in reaching agreement on terms of access to shared rights-of-way with rail line owners and operators, shared capital and operating costs, types of improvement required to maintain existing operations while allowing high-speed train operations, and other critical matters such as liability indemnification, insurance requirements, and other operational matters. This work

EXHIBIT 2

may include participating in right-of-way negotiations with the BNSF and the UPRR with the Authority.

REGIONAL CONSULTANT REPORTS AND/OR MEETINGS

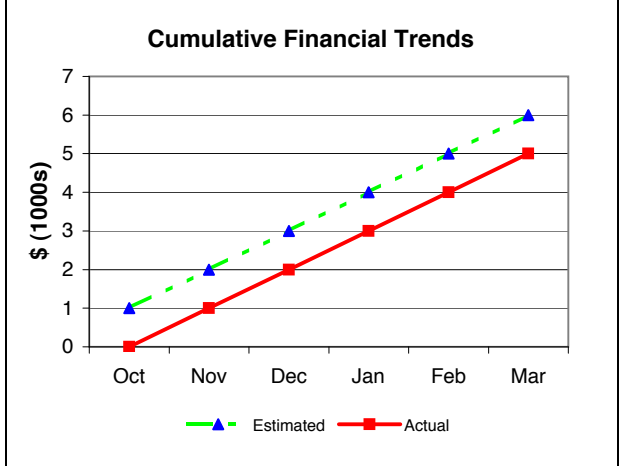
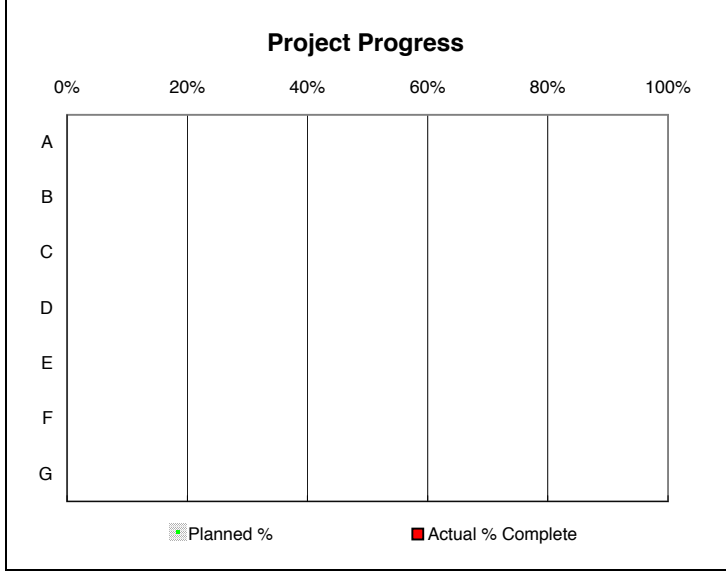
- E. The Consultant shall submit progress reports at least once a month to the Program Manager (PM). The report should be sufficiently detailed for the PM to evaluate and to advise the Authority as to whether the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- F. A schedule for the submittal of reports, and report content, for the initial phase of work will be developed within the first 30-days of this Agreement.
- G. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of a Work Breakdown Schedule (WBS) level element(s).
- H. The Consultant's Project Manager shall meet with the PM as needed, and with Authority staff as needed, to discuss progress on the work.

Quarterly Progress Report for FRA

Grant No. WBS No. Description Grantee Manager: FRA Manager:	Performance Progress		Financial Progress	
	Period Ending:		Funding Level:	\$0.00
	Start Date:		Expended:	\$0.00
	End Date:		Remaining:	\$0.00
			% Expended:	0%

Project Description:

Significant Accomplishments This Period:



\$1000s	Oct	Nov	Dec	Jan	Feb	Mar
Estimated	1	2	3	4	5	6
Actual	0	1	2	3	4	5
Monthly		1	1	1	1	1

Milestones and Deliverables:	Start	Planned Completion	Revised Completion	Actual Completion	Planned %	Actual % Complete
A						
B						
C						
D						
E						
F						
G						

Technical/Cost/Schedule Problems:

Work Planned for Next Period:

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056
ATTACHMENT 5

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Department of Transportation - Federal Railroad Administration		
AGENCY IDENTIFIER: N/A	AGENCY LOCATION CODE (ALC): 69070001	ACH FORMAT: <input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
ADDRESS: MMAC. AMZ-150, PO Box 268943, Oklahoma City, OK 73126-8943		
CONTACT PERSON NAME: Iris Prat email: iris.prat@faa.gov (405)954-9631		
TELEPHONE NUMBER: ()		
ADDITIONAL INFORMATION: Fax no. 405-954-9573, Grant #FR-HSR-0009-10-01-00		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	
TELEPHONE NUMBER: ()	

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.