

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

AGREEMENT NUMBER HSR14-38	AMENDMENT NUMBER
REGISTRATION NUMBER	

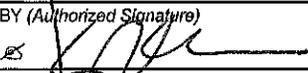
- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California High-Speed Rail Authority
GOVERNMENTAL ENTITY NAME
U.S. Army Corps of Engineers
- The term of this Agreement is **October 1, 2014 to September 30, 2017, Or upon Department of General Services, whichever is later**
- The maximum amount of this Agreement after this amendment is: **\$1,884,657.00**
One Million, Eight Hundred Eighty-Four Thousand, Six Hundred Fifty-Seven Dollars and No Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

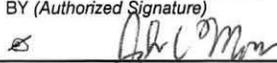
Memorandum of Agreement

Appendix A State Agreement	Pages
Exhibit A – Scope of Work	12 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C-- General Terms and Conditions	1 Pages
Exhibit D - Special Terms and Conditions	4 Pages
Attachment 1 –Rates for Service	3 Pages
Attachments 2– WRDA 2000 Section 214, amended	1 Page
Attachments 3 – WRDA 2014 Section 1006, amended	3 Pages
Appendix B – Authority Priority Projects	1 Pages
Appendix C – ACOE Budget Estimate	1 Pages

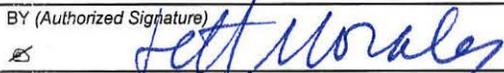
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

GOVERNMENTAL ENTITY		CALIFORNIA Department of General Services Use Only
GOVERNMENTAL ENTITY NAME (If other than an individual, state whether a corporation, partnership, etc.) U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 21 Oct 14	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly M. Colloton, PMP Colonel, US Army Commander and District Engineer		
ADDRESS 915 Wilshire Blvd., Suite 930 ATTN: Regulatory Division Los Angeles, CA 90017-3409		

GOVERNMENTAL ENTITY	
GOVERNMENTAL ENTITY NAME (If other than an individual, state whether a corporation, partnership, etc.) U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 21 OCT 14
PRINTED NAME AND TITLE OF PERSON SIGNING John C. Morrow, Lieutenant Colonel, US Army District Engineer	
ADDRESS 1455 Street, 16th Floor, ATTN: Regulatory Division San Francisco, CA 94103-1398	

GOVERNMENTAL ENTITY	
GOVERNMENTAL ENTITY NAME (If other than an individual, state whether a corporation, partnership, etc.) U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 20 OCT 14
PRINTED NAME AND TITLE OF PERSON SIGNING Michael J. Farrell Colonel, US Army District Commander	
ADDRESS 1325 J Street ATTN: Regulatory Division Sacramento, CA 95814-2922	

STATE OF CALIFORNIA	
AGENCY NAME California High-Speed Rail Authority	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11.7.14
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer	
ADDRESS 770 L Street, Suite 620 MS1, Sacramento, CA 95814	

BK

APPROVED

NOV 20 2014

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:


**MEMORANDUM OF AGREEMENT
BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY
AND**

**U.S. ARMY CORPS OF ENGINEERS' LOS ANGELES DISTRICT,
SAN FRANCISCO DISTRICT AND SACRAMENTO DISTRICT**

This Memorandum of Agreement ("MOA") is entered into by the California High-Speed Rail Authority (hereinafter "Authority") and United States Army Corps of Engineers' Los Angeles District (hereinafter "SPL"), San Francisco District (hereinafter "SPN") and Sacramento District (hereinafter "SPK"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the United States Army Corps of Engineers ("Corps") has jurisdiction over certain activities occurring in waters of the United States, including wetlands, pursuant to section 404 of the Clean Water Act ("CWA") of 1972, as amended, and navigable waters of the United States pursuant to section 10 of the Rivers and Harbors Act of 1899 ("RHA"), as amended; and

WHEREAS, section 214 of the Federal Water Resources Development Act of 2000, Public Law 106-541 ("WRDA 2000"), as amended by Public Law 113-121, authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army; and

WHEREAS, the Secretary of the Army has delegated the responsibility of carrying out section 214 of the WRDA 2000, as amended, to the Chief of Engineers and his delegated representatives; and

WHEREAS, the Chief of Engineers, by memorandum dated March 29, 2004, as modified October 1, 2008, has authorized the District and Division Engineers of the Corps to accept and expend funds contributed by non-Federal entities subject to certain limitations; and

WHEREAS, the Corps has indicated it is not able, without additional resources, to expedite the evaluation permits of the Authority related to projects for a public purpose; and

WHEREAS, the Authority is a non-Federal public entity and believes it is in the best interests of the taxpayers of the State of California to provide funds to the Corps pursuant to this MOA to streamline and expedite the Corps' review under section 404 of the CWA and/or section 10 of the RHA for Authority-designated priority projects as more fully described in Article II.D of this MOA; and

and the Corps to expedite environmental technical assistance, coordination services, review, and concurrence of documentation prepared to comply with section 14 of the RHA, as amended.

Article II. - SCOPE OF WORK

A. The Authority will provide funds to SPL, SPN, and SPK to expedite permit application evaluation-related services for Authority-designated Priority Projects under the jurisdiction of the Corps. The Corps' Regulatory Program is funded as a congressionally appropriated line item in the annual Federal budget. Funds received from the Authority will be added to the Regulatory budgets of SPL, SPN, and SPK, in accordance with the provisions of section 214 of WRDA 2000, as amended.

B. SPL, SPN, and SPK will provide staffing resources dedicated to expediting permit application evaluation-related services, as described in Article II.D, below, for Authority-designated Priority Projects and/or other programmatic efforts to support efficient decision-making related to the Authority's CWA section 404 and/or RHA section 10 permitting needs.

C. SPL, SPN, and SPK will each establish a separate internal financial account to track receipt and expenditure of the funds associated with its review of permit applications submitted by the Authority for Priority Projects. SPL, SPN, and SPK Regulatory personnel will charge their time and expenses against the account when they perform work to either expedite permit application evaluation-related requests for Priority Projects or undertake other programmatic efforts to support efficient decision-making related to the Authority's permitting needs. SPL, SPN, and SPK Regulatory personnel will focus on the work as prioritized by the Authority, and if fewer than three projects are designated by the Authority as a priority, SPL, SPN, and/or SPK personnel may then work on other programmatic efforts for the Authority, if and when such efforts are identified by the Authority to support efficient decision-making.

D. Funds contributed by the Authority hereunder will be expended by SPL, SPN, and SPK to defray the costs of Regulatory personnel (including salary, associated benefits, overhead, and travel expenses) and other costs to expedite the evaluation of priority permit applications designated by the Authority. Such activities will include, but not be limited to, the following: jurisdictional determinations; site visits; travel; training; regional coordination with Corps personnel and with other agencies; Federal Register preparation and publication; public notice preparation and distribution; public hearings; preparation of correspondence; public interest review; preparation and review of environmental documentation; meetings with Authority and resource agencies including review and/or preparation of documents associated with those meetings; and any other permit application evaluation-related responsibilities performed by SPL, SPN, and/or SPK.

E. The Corps may expend funds provided by the Authority to have other Corps personnel (e.g., Institute for Water Resources and/or Engineer Research and Development Center) perform select duties including, but not limited to, site visits; providing independent technical peer review or other technical assistance, including the development of programmatic or analytical tools; preparing and providing technical materials, including environmental documentation; GIS-related services; and meeting coordination and facilitation for the purpose of expediting Authority-designated Priority Projects and activities. If such expenditures, when

process can be found in Corps regulations at 33 C.F.R. §§ 325.1(d), 325.3(a), and in General Condition 31 of the Nationwide Permit Program as published in the Federal Register (77 Fed. Reg. 10184 (Feb. 21, 2012)). Upon request, the Authority will provide supplemental information necessary to complete the permit application. Additional information [33 C.F.R. § 325.1(e)] required to complete the permit application evaluation process may exceed what is needed to initiate the process. On a case-by-case basis, if requested by the Corps, the Authority will provide such additional information so as to ensure the Corps can effectively accomplish the required review.

2. In consultation with SPL, SPN, and SPK, as appropriate, establish the specific order of priority of the Authority-designated Priority Projects as listed in **Appendix B** to this MOA. The order of priority of those Authority-designated Priority Projects may be changed by the Authority's Principal Representative (also referred to as the Authority's "Contract Manager") without requiring an amendment to this MOA. Such changes will be submitted to the SPL, SPN, and SPK's Principal Representatives in writing in the manner provided by Article III and will be effective upon receipt thereof.

3. To the best of its ability, ensure the participation of all essential personnel during the pre-application consultation, permit application evaluation, and/or compliance processes.

4. Work closely with the appropriate Corps District to adjust priorities and schedules in order to optimize available Regulatory Program staff resources. If overlaps or conflicts occur among Priority Projects, then the Authority will work with SPL, SPN, and/or SPK, as appropriate, to identify procedures to handle such overlaps or resolve the conflicts.

5. Request meetings in writing to the Corps by mail or e-mail. Meeting requests must provide sufficient lead-time for scheduling and establishing travel authorizations. Such requests must include an agenda that clearly characterizes what is expected from the Corps' participation and the desired outcome of the meeting. Written materials attached to the request must contain sufficient information to enable the Corps staff to prepare for and actively participate in the meeting.

6. Prepare draft meeting minutes or meeting summaries within a reasonable period of time following all scheduled meetings that are held with SPL, SPN, and/or SPK. SPL, SPN, and/or SPK will be given the opportunity to review and comment on the draft meeting minutes or meeting summaries for accuracy and completeness prior to the Authority developing final meeting minutes or meeting summaries.

B. SPL, SPN, and SPK will each supplement or reassign their existing Regulatory Program personnel with qualified personnel within projected funding levels provided by the Authority pursuant to Appendix C. SPL, SPN, and SPK will each use the funds provided by the Authority to defray the costs of salaries, associated benefits, overhead, training, and to reimburse travel expenses in order to:

1. Expedite review of permit applications for Authority-designated Priority Projects as identified in Appendix B (or any amendments thereto) in accordance with the

B. Within 30 days of the effective date of this MOA and prior to the Corps incurring any expenditure to expedite permit application evaluation-related activities as specified in this MOA and the State Agreement attached hereto as Appendix A, funds shall be provided by Authority to SPL in the amount of \$312,968.00 to SPN in the amount of \$135,287.00, and to SPK in the amount of \$142,539.00 to cover the anticipated costs expected to be incurred through September 30, 2015, at the level specified in the SPL, SPN, and SPK's budget estimate summary, which is included as **Appendix C** to this MOA and incorporated herein by reference.

C. On or after August 31 for each year that this MOA and the State Agreement remain in effect, SPL, SPK, and SPN will each provide the Authority with an anticipated cost invoice ("Invoice") that provides an updated budget estimate summary of costs for the next Federal fiscal year, including any proposed changes in the level of staffing, less any remaining funds from the prior advance payment at the time of Invoicing. Revisions agreed to by the Parties will be incorporated into a revised budget estimate summary. Invoices will be submitted by SPL, SPN and SPK to:

California High-Speed Rail Authority
770 L Street, Suite 620 MS2
Sacramento, CA 95814
Attn: Scott Rothenberg

D. The Corps' budget estimate will be revised to reflect costs for subsequent years that this MOA remains in effect by mutual agreement of the Parties without necessitating a formal revision or amendment to this MOA and the State Agreement; provided, the revisions do not result in an increase in the total funding amount specified in paragraph A of this Article.

E. Prior to the Corps incurring any expenditure to expedite permit application evaluation-related activities as specified in this MOA, the Authority will make an annual lump sum payment, in advance, to SPL, SPK, and SPN of the total amount specified in the Invoice(s). Payments by the Authority are to be made payable to the Finance and Accounting Officer and sent to the following addresses, respectively:

For SPL:

U.S. Army Corps of Engineers, Los Angeles District
Regulatory Division (CESPL-RG)
Attn: Veronica Chan
915 Wilshire Blvd., Suite 930
Los Angeles, CA 90017-3409

For SPK:

U.S. Army Corps of Engineers, Sacramento District
Resource Management Office
Finance and Accounting Branch
Attn: Pamela Vandre
1325 J Street
Sacramento, CA 95814-2922

Article IX – AMENDMENT, MODIFICATION, AND TERMINATION

A. This MOA may be modified or amended only by written, mutual agreement of the Parties.

B. Any Party reserves the right to terminate its participation in this MOA without cause upon thirty (30) days' written notice to the other Parties. In the event of termination by a Corps District, the Authority will continue to be responsible for all costs incurred by the terminating Corps District in performing expedited permit application review services up to the time of notice and for the costs of closing out or transferring any ongoing contracts in support of the provision of services by such Corps District under this MOA.

C. Within sixty (60) calendar days of termination of the MOA, or the expiration of the MOA, SPL, SPN, and SPK will provide the Authority with a final statement of expenditures and a final progress report made under this MOA with any recommendations for improving consultation and coordination among the Parties. Within sixty (60) calendar days after submittal of the final statement of expenditures, SPL, SPN, and SPK, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et. seq.), will each directly remit to the Authority the unexpended balance of the advance payment, if any. Funds may be provided to the Authority either by check or electronic funds transfer. To avoid duplicative reporting, the Corps may use the final statement of expenditures and final progress report to meet its quarterly progress reporting requirement for the final quarter of the period covered by this MOA.

Article X. - MISCELLANEOUS

A. This MOA will not affect any pre-existing or independent relationships or obligations between Parties.

B. The Corps' participation in this MOA does not imply endorsement of Authority projects nor does it diminish, modify, or otherwise affect Corps statutory or Regulatory authorities or policies.

C. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions will remain in force and unaffected to the fullest extent permitted by Federal law and regulation.

D. This MOA, including all attachments and any documents incorporated by reference or attachments thereto, but excluding the pre-existing relationships or obligations between the Parties referenced in subparagraph A above, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the terms of this MOA or the State Agreement shall be of no further force or effect.

Article XI - EFFECTIVE DATE AND DURATION

This MOA and any amendments will become effective on the date of signature by the last Party. Unless amended or modified pursuant to Article IX.A., this MOA will remain in force until whichever of these events occurs first: 1) three (3) years from the effective date of this MOA; or 2) the MOA is terminated pursuant to Article IX.B; or 3) the State Agreement is terminated.

APPENDIX A: State Agreement

**EXHIBIT A
SCOPE OF WORK**

Section 214 of WRDA 2000, as amended, states that the Corps may “after public notice, accept and expend funds contributed by a non-Federal public entity to expedite the evaluation of a permit application of that entity related to a project or activity for a public purpose under the jurisdiction of the Department of the Army.” Because the Authority is a non-Federal public entity and the HSR Projects are for a public purpose, the Corps is authorized under section 214 of WRDA 2000, as amended, to accept non-Federal funds from the Authority to expedite the evaluation of permit applications under their jurisdiction.

B. Tasks

To expedite the evaluation of DA permit applications pursuant to section 404/10 for HSR Projects and Corps participation in and review of FRA’s EIS(s), the Authority will provide the Corps with funds that will enable the Corps to: (1) provide a mechanism for expediting DA permit evaluation(s) pursuant to section 404/10; (2) identify the necessary information to be provided by the Authority to the Corps for expedited review and analysis of proposed Authority HSR Projects; and (3) provide the Authority with timely and expedited feedback on any additional measures or information necessary to complete the DA permit application review process for Authority HSR Projects. The Corps will also work to identify as early in the environmental review process as possible environmental issues that should be addressed through the section 404/10 and NEPA processes.

Specific services to be provided pursuant to this Agreement include, but are not necessarily limited to:

- Agency Participation
- Permit Application Reviews and Coordination
- Project Management and Administration

Unless otherwise specified, the time frames below are expressed in calendar days.

TASK 1: AGENCY PARTICIPATION

	TASKS
Schedule	The Authority, in consultation with the Corps, will prepare a schedule for deliverables.
Meetings, conference calls, field reviews	<p>The Corps will participate in regularly scheduled meetings with the Authority. These meetings will be HSR Project-related coordination meetings and conference calls, and may include participation in field reviews, as appropriate. Scope of the meetings can be expanded upon request.</p> <p>The Authority will ensure meetings are scheduled not to coincide with other meeting dates and times for multiple HSR Projects. Other than the regularly scheduled and recurring meetings, if additional meetings are needed, the</p>

**EXHIBIT A
SCOPE OF WORK**

TASK 2: PERMIT APPLICATION REVIEWS AND COORDINATION

This Task addresses the Corps' DA permit application evaluation process in accordance with 33 CFR 320-332, and incorporates, to the extent applicable, the specific tasks and timeframes set forth in the Memorandum of Understanding among the Federal Railroad Administration, California High Speed Rail Authority, United States Environmental Protection Agency, and United States Army Corps of Engineers regarding the NEPA, the CWA Section 404 and Section 14 of the Rivers and Harbors Act (33 USC Section 408) Integration Process for the California High-Speed Train Program, dated November 2010 ("Integration MOU"), which may be amended from time to time. Except with respect to Section III.2.b, all remaining provisions of this Integration MOU, and any subsequent amendments, are incorporated by reference herein.

	TASKS
Internal Corps Coordination	Corps Regulatory staff will participate in internal statewide HSR Project meetings to discuss consistency and policy issues to ensure regional coordination within the Corps. The Corps will provide the Authority guidance and information related to permit and coordination issues resulting from this internal coordination, as appropriate. The Corps will also participate in District internal monthly status meetings.
Review, comment and respond to the request for agreement on the defined Purpose and Need (Coordination and Checkpoint A)	Review Authority's informational packet and participate in Coordination Meeting(s) pursuant to Section III.8 of the Integration MOU. Meetings will be conducted consistent with Task 1: Meetings, conference calls, field reviews. During the formal Checkpoint process, the Corps will review the Authority's Checkpoint A meeting materials and participate in the formal Checkpoint A meeting as discussed in the Integration MOU. Upon receipt of the Authority's Purpose and Need statement and written request for agreement with the Purpose and Need statement, the Corps will respond in writing to the Authority within thirty (30) days.
Participate in elevation of issues with the Authority, when applicable on Purpose and Need	If the Corps' response is "disagreement," the Corps will identify the basis for the disagreement. If initiated, the Corps will participate in the elevation process described in Section IV of the Integration MOU. If requested by the Authority, the Corps will review and provide comments on the draft briefing paper as described in Appendix A of the Integration MOU.

**EXHIBIT A
SCOPE OF WORK**

<p>Review, comment, and respond to request for concurrence on Draft Mitigation Plan (DMP) (Coordination and Checkpoint C- DMP)</p>	<p>Review Authority's informational packet and participate in Coordination Meeting(s) pursuant to Section III.8 of the Integration MOU. Meetings will be conducted consistent with Task 1: Meetings, conference calls, field reviews.</p> <p>During the formal Checkpoint process, the Corps will review the Authority's Checkpoint C meeting materials and participate in the formal Checkpoint C meeting as discussed in the Integration MOU. Upon receipt of the Authority's written request for concurrence on the draft Mitigation Plan, the Corps will respond in writing to the Authority within thirty (30) days.</p>
<p>Participate in the elevation of issues with the Authority, when applicable, on the DMP</p>	<p>If the Corps' response is "non-concurrence," the Corps will identify the basis for the non-concurrence. The Corps will participate in the elevation process described in Section IV of the Integration MOU. If requested by the Authority, the Corps will review and provide comments on the draft briefing paper as described in Appendix A of the Integration MOU.</p>
<p>Jurisdictional Determination</p>	<p>Following receipt of Authority-collected field data (as required by current Corps regulations and policy), and Authority-approved technical documents prepared in accordance with current Corps guidance on jurisdictional determinations, the Corps will provide the Authority with a written determination of the extent of the Corps' section 404/10 geographic jurisdiction for each build alternative under consideration in the EIS based on the use of preliminary and/or approved Jurisdictional Determinations, as appropriate. When requested by the Authority or as determined necessary by the Corps, the Corps will conduct site visits and/or review of information provided by the Authority. The Authority will furnish additional information to the Corps, if necessary, to aid in the Corps' review.</p>

**EXHIBIT A
SCOPE OF WORK**

<p>Issuance of Public Notices</p>	<p>After receipt of a complete DA permit application from the Authority for each HSR Project (see DA Permit Application Completeness Review, above), the Corps will issue a public notice pertaining to the activities requiring Corps authorization. All applicant-furnished information for the issuance of a public notice will be submitted by the Authority or its designated agent, such as mailing addresses of adjacent property owners. The Authority will provide appropriate mailing or electronic addresses in the proper format as specified by the Corps. Public notices that involve an extensive mailing list may be reproduced and/or distributed by the Authority or the Authority's contractor(s) with the prior review and written approval of the Corps. If necessary, the Corps will reissue public notices if substantial project modifications occur or new information becomes available that has a bearing on agency decision-making. Re-issued or subsequent (additional/informational) public notices will be consistent with Corps regulations, policies, and guidance. Re-issued or subsequent public notices that involve an extensive mailing list may be reproduced and/or distributed by the Authority or the Authority's contractor(s) with the prior review and written approval of the Corps.</p>
<p>Coordination</p>	<p>To the extent necessary, the Corps will perform external coordination duties with other Federal, state, and local agencies, as required by Federal regulation and policy, regarding the DA permit evaluation process(es).</p> <p>To the extent necessary, the Corps will coordinate with and engage subject matter experts and/or appropriately qualified third party independent reviewers, including the Corps' Institute for Water Resources and/or Engineer Research and Development Center, with respect to technical analyses and findings as they relate to the Corps' public interest review factors, "practicability" (as defined at 40 C.F.R. § 230.10), aquatic resources assessment methodology(s), permittee-responsible mitigation site design, and/or associated agency decision-making.</p>

**EXHIBIT A
SCOPE OF WORK**

<p>In-House Technical Services</p>	<p>When applicable, the Corps will provide internal staff review and submit comments on coordination and other comment letters prepared by the FRA and the Authority, as well as provide review and services related to HSR Project environmental documents, including, but not limited to, section 106 of the National Historic Preservation Act (NHPA) consultation letters prepared by the FRA or its designated agent, draft MOAs or Programmatic Agreements prepared pursuant to section 106 of NHPA, economic analyses, and biological and other technical reports. Internal staff review will also be conducted on draft Corps permit decisions, and the development and execution of financial assurances and other documents required by section 404/10 special permit conditions. Payment of these efforts using WRDA section 214 funds provided by the Authority does not waive any rights or privileges the Corps may have in conducting its independent internal reviews.</p> <p>Corps in-house staff will attend project delivery team meetings, when requested by the Authority and/or FRA.</p>
	<p>The Corps will input data submitted by the Authority into the Corps operations and maintenance business information link (OMBIL) regulatory module and/or other programs/applications for mapping or data analysis purposes.</p>

The elevations as described in Task 2 apply only where indicated above and are a tool to resolve disagreement regarding the specified Corps decision at that point in the NEPA/404/408 integration process.

For other disputes between the Authority and the Corps regarding this Agreement, the dispute resolution process is described in EXHIBIT D, paragraph 6 of this Agreement.

TASK 3: PROJECT MANAGEMENT AND ADMINISTRATION

The Corps will coordinate amongst the three California district offices within the South Pacific Division to gain efficiencies and regional consistency. In doing so, the Corps may prepare internal briefing papers, internal electronic messages, internal fact sheets, internal presentations, memoranda for the record, and other internal pre-deliberative documents. Preparation of these internal materials using section 214 of WRDA 2000, as amended, funds does not constitute a waiver of any applicable privileges.

EXHIBIT A
SCOPE OF WORK

Fax: (916) 930-9506	Fax: (415) 503-6690
email: Michael.G.Nepstad@usace.army.mil	email: Gregory.g.brown@usace.army.mil

The project representative for each party may be changed upon written notification to the other party and without the need for an amendment to this Agreement.

**EXHIBIT B
BUDGET**

Expenditure Report shall be provided to the Authority within sixty (60) days after the end of each calendar quarter and mailed to the Authority.

- D. The total amount payable by the Authority, resulting from the Agreement, shall not exceed **\$1,884,657.00**. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by the Authority may be less. There is no guarantee, either express or implied, as to the actual dollar amount that will be authorized under the Agreement. In no event shall payment be issued that will exceed this maximum.
- E. At the conclusion of this Agreement, the Corps shall provide the Authority with a final statement of expenditures for this Agreement within sixty (60) calendar days of the termination or expiration date. Within sixty (60) calendar days after submittal of the final statement of expenditures, SPL, SPN, and SPK, subject to compliance with the Anti-Deficiency Act (31 U.S.C. 1341 et. seq.), will each directly remit to the Authority the unexpended balance of the advance payment, if any. Funds may be provided to the Authority either by check or electronic funds transfer.
- F. All invoices with attached budget estimates, Quarterly Expenditure Reports, and the final statement of expenditures shall be itemized in accordance with **Attachment 1**, and shall identify, by employee, dates of service, classifications of employees and hours of work, tasks completed and itemized travel, training/registration costs, and supply expenses. Travel, training fees/registration costs, and supply expenses must be necessary and directly related to the scope of work for this Agreement.
- G. If in the course of managing this Agreement the Corps finds that they need to move money from one line item in the budget to another, it may do so by mutual agreement with the Authority.
- H. All invoices with attached budget estimates, Quarterly Expenditure Reports, and final statements of expenditures will be sent to the Authority at the following addresses:

California High-Speed Rail Authority
Attention: Financial Operations Section
770 L Street, Suite 620 MS3
Sacramento, CA 95814
(2 Copies)

AND

California High-Speed Rail Authority
Attention: Scott Rothenberg, Contract Manager/Project Coordinator
770 L Street, Suite 620 MS2
Sacramento, CA 95814
(1 Copy)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Corps may not commence performance until such approval has been obtained
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Corps, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. INDEPENDENT CONTRACTOR: The Corps, and the agents and employees of the Corps, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
5. TIMELINESS: Time is of the essence in this Agreement.
6. COMPENSATION: The consideration to be paid to the Corps, as provided herein, shall be in compensation for all of Corps' expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
7. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

stipulated. The Authority, the Bureau of State Audits, the DGS, or their designated representative, may have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.

5. Confidential Information

Except as required under the Freedom of Information Act (5 U.S.C. §552 as amended by Public Law No. 104-231, FOIA):

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

6. Authority-Owned Data - Integrity and Security

- A. To the extent not inconsistent with Federal law, the Corps will comply with the following requirements to ensure the preservation, security, and integrity of Authority-owned data on portable computing devices and portable electronic storage media:
 - 1. Encrypt all Authority-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect Authority data stored on every sector of a hard drive, including temp files, cached data,

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse the Corps from full and timely performance in accordance with the terms of the Agreement.

D. Notwithstanding the provisions of this Disputes section, both parties may exercise their rights under the Termination Clause in Exhibit D, paragraph 3A.

8. Purchase of Equipment

No equipment identified in this Agreement is approved for purchase.

9. Non-Discrimination

In the exercise of their respective rights and obligations under this Agreement, Corps shall comply with all applicable Federal laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88 352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c).

10. Governing Law

This Agreement is governed by and shall be interpreted in accordance with Federal law.

11. Child Support Compliance

The Corps will comply with any applicable Federal law for enforcement of child support.

12. Hiring of Personnel

The Corps will comply with all applicable Federal laws in the hiring of personnel with funds received under this Agreement.

**ATTACHMENT 1
CORPS' ESTIMATED RATES**

California High Speed Rail Authority - U.S. Army Corps of Engineers, Regulatory Division Technical Assistance
and Environmental Coordination Agreement for Section 214 of WRDA 2000 Activities

April 15, 2014

Sacramento District									
Tasks	Personnel Costs								
	Federal Fiscal Year 2015			Federal Fiscal Year 2016			Federal Fiscal Year 2017		
	(Oct 1, 2014 - Sept 30, 2015)			(Oct 1, 2015 - Sept 30, 2016)			(Oct 1, 2016 - Sept 30, 2017)		
	Staff Days	Rate	Cost	Staff Days	Rate	Cost	Staff Days	Rate	Cost
Task 1 Agency Participation	29.00	\$814	\$23,619	25.00	\$839	\$20,972	25.00	\$872	\$21,808
Task 2 Permit Application Reviews	110.00	\$814	\$89,591	100.00	\$839	\$83,890	100.00	\$872	\$87,232
Task 3 Project Management	20.00	\$814	\$16,289	20.00	\$839	\$16,778	20.00	\$872	\$17,446
Support work of GS-13/14	10.00	\$1,054	\$10,540	10.00	\$1,086	\$10,856	10.00	\$1,097	\$10,965
Subtotal Personnel Costs	169.00		\$140,039	155.00		\$132,496	155.00		\$137,452
Direct Costs:									
Training fees/registration costs @ \$300/day			\$1,500			\$1,500			\$1,500
Travel and Transportation trips @ \$200/trip			\$1,000			\$1,000			\$1,000
Subtotal Direct Costs			\$2,500			\$2,500			\$2,500
Total:	169.00		\$142,539	155.00		\$134,996	155.00		\$139,952
Rate Calculations (all costs above for GS-12 unless otherwise noted)	Federal Fiscal Year 2015 <i>Based on 2014 Locality Pay Tables</i>			Federal Fiscal Year 2016 <i>includes estimated 3% COLA</i>			Federal Fiscal Year 2017 <i>includes estimated 3% COLA</i>		
	GS-12	GS-12/13	GS-13/14	GS-12	GS-12/13	GS-13/14	GS-12	GS-12/13	GS-13/14
Basic Hourly Rate	\$40.40	\$52.28		\$41.61	\$53.85		\$43.27	\$54.39	
Daily Rate (hourly rate x 8 hours)	\$323.20	\$418.24	\$0.00	\$332.90	\$430.79	\$0.00	\$346.16	\$435.12	\$0.00
Effective Daily Rate (w/ benefits @ 61%)	\$520.35	\$673.37	\$0.00	\$535.96	\$693.57	\$0.00	\$557.32	\$700.54	\$0.00
Overhead (Department 55% + District 36% = 91% total)	\$294.11	\$380.60	\$0.00	\$302.94	\$392.02	\$0.00	\$315.01	\$395.96	\$0.00
Total Daily Rate (Effective Daily Rate + OH)	\$814.46	\$1,053.96	\$0.00	\$838.90	\$1,085.58	\$0.00	\$872.32	\$1,096.50	\$0.00

Total: \$417,487

ATTACHMENT 2
WRDA 2000 SECTION 214, AS AMENDED

ATTACHMENT 3
WRDA 2014 SECTION 1006, AS AMENDED

(B) in paragraph (2) (as so designated)—

(i) by inserting “or a public-utility company or natural gas company” after “non-Federal public entity”; and

(ii) by inserting “or company” after “that entity”; and

(C) by adding at the end the following:

“(3) LIMITATION FOR PUBLIC-UTILITY AND NATURAL GAS COMPANIES.—The authority provided under paragraph (2) to a public-utility company or natural gas company shall expire on the date that is 7 years after the date of enactment of this paragraph.

Expiration date.

“(4) EFFECT ON OTHER ENTITIES.—To the maximum extent practicable, the Secretary shall ensure that expediting the evaluation of a permit through the use of funds accepted and expended under this section does not adversely affect the timeline for evaluation (in the Corps district in which the project or activity is located) of permits under the jurisdiction of the Department of the Army of other entities that have not contributed funds under this section.

“(5) GAO STUDY.—Not later than 4 years after the date of enactment of this paragraph, the Comptroller General of the United States shall carry out a study of the implementation by the Secretary of the authority provided under paragraph (2) to public-utility companies and natural gas companies.”; and

Deadline.

(2) by striking subsections (d) and (e) and inserting the following:

“(d) PUBLIC AVAILABILITY.—

“(1) IN GENERAL.—The Secretary shall ensure that all final permit decisions carried out using funds authorized under this section are made available to the public in a common format, including on the Internet, and in a manner that distinguishes final permit decisions under this section from other final actions of the Secretary.

Web posting.

“(2) DECISION DOCUMENT.—The Secretary shall—

“(A) use a standard decision document for evaluating all permits using funds accepted under this section; and

“(B) make the standard decision document, along with all final permit decisions, available to the public, including on the Internet.

“(3) AGREEMENTS.—The Secretary shall make all active agreements to accept funds under this section available on a single public Internet site.

“(e) REPORTING.—

“(1) IN GENERAL.—The Secretary shall prepare an annual report on the implementation of this section, which, at a minimum, shall include for each district of the Corps of Engineers that accepts funds under this section—

“(A) a comprehensive list of any funds accepted under this section during the previous fiscal year;

“(B) a comprehensive list of the permits reviewed and approved using funds accepted under this section during the previous fiscal year, including a description of the size and type of resources impacted and the mitigation required for each permit; and

APPENDIX B: Authority-designated Priority Projects

(Dated: July 24, 2014)

Merced to Fresno
Fresno to Bakersfield
Bakersfield to Palmdale
Palmdale to Burbank
Burbank to Los Angeles
San Jose to Merced
Los Angeles to Anaheim
San Francisco to San Jose
Merced to Sacramento
Los Angeles to San Diego

AGREEMENT SUMMARY

STD. 215 (REV. 1-2014)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(PCC § 10335.5)*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

GS Schedule PY rates.

17 (a) JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

19130(b)(3) – Expediting environmental permits can only be performed by the Federal Agency responsible for this service

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNER:

DATE:

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
 B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

Explain:

N/A - This contract is with a Federal agency and no subcontracting is allowed.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OFFICE OF SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE SERVICES?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN TWO YEARS? *(If YES, provide justification)*

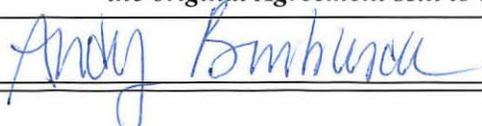
- NO YES

The environmental review is a lengthy process that requires compliance review after the ROD/NOD's are completed.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED



10/30/14