



FILED

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BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

A1605016

Application of the California High-Speed Rail Authority to construct proposed high-speed tracks and underpass grade separation at State Route 145 (MP 169.99) within the County of Madera, California.

Application No. _____

APPLICATION

The California High-Speed Rail Authority (CHSRA or Applicant) hereby respectfully requests authority from the California Public Utilities Commission (CPUC or Commission) to construct proposed tracks and a highway-rail underpass grade separation in the County of Madera at State Route 145 (SR-145; E Yosemite Ave), which is part of the proposed California High-Speed Train System (CHSTS).

In support of this application the Applicant asserts that:

1. The Applicant's exact legal name is California High-Speed Rail Authority and CHSRA is a public agency formed pursuant to the California High-Speed Rail Act (California Public Utilities Code § 185000 *et seq.*).
2. The Applicant's principal place of business is California High-Speed Rail Authority, 770 L Street, Suite 620; Sacramento, CA 95814. The main telephone number is (916) 324-1541.
3. All correspondence, communication, notices, orders and other papers relative to this application should be addressed to: Bruce W. Armistead, Director of

Operations and Maintenance, at the above address and at the following e-mail address: Bruce.Armistead@hsr.ca.gov. Mr. Armistead is an employee of CHSRA and the Applicant's authorized agent.

4. The proposed underpass at SR-145 is a part of the California High-Speed Train Project Construction Package 1 (CP1 Project), which is the first construction package of the CHSTS. CHSRA is working cooperatively with the stakeholders along the corridor, which include government agencies and railroads.

The CP1 Project limits begin in Madera County in the north and extend south through the City of Fresno, into unincorporated Fresno County. The CP1 Project length is approximately thirty miles and consists of two CHSTS mainline tracks, generally aligned in a north-south direction.

Grade separations allow for the safe and simultaneous movement of highway and rail modes of travel. With that consideration, the proposed highway-rail and rail-rail crossings of the CP1 Project include nineteen (19) new grade separations, modification of thirteen (13) existing at-grade crossings to grade separations, and modification of six (6) existing grade separations. Eight (8) existing public at-grade crossings and one (1) grade separated crossing are proposed to be closed. No new at-grade crossings are proposed for the CP1 Project.

For the protection of the general public and CHSTS passengers, the CHSTS will be a closed corridor. Unauthorized access to CHSRA right-of-way will be protected with the use of a continuous Access Restricted (AR) fence or barrier. The typical AR fence consists of an eight foot (8 ft) welded wire mesh, which is more resistant to climbing and forced entry than chain link fence. When required by CHSRA criteria, expanded metal mesh fence or barrier walls will be used. In addition to the AR fence or barrier walls, intrusion monitoring and detection is proposed. CHSRA will employ security services to enforce right-of-way access restrictions.

The overhead contact system, which will supply energy to the rail vehicles, is consistent with the requirements of General Orders 26-D, 95, 128 and 176.

5. This application and relief sought herein is filed pursuant to Sections 1201 through 1205, inclusive, of the Public Utilities Code and in accordance with Rules 3.7 and 3.9 of the Commission's Rules of Practice and Procedure.
6. The CHSRA, in cooperation with the California Department of Transportation District 6 (Caltrans), the County of Madera, and the BNSF Railway (BNSF), proposes to construct two CHSTS mainline tracks and an underpass grade separation structure at SR-145 located in Madera County. The existing roadway, including maintenance access roads on each side of and parallel to SR-145 will remain at-grade, and the proposed mainline tracks will be constructed above-grade on the Fresno River Viaduct structure.

The configuration of the viaduct and supports above and beside SR-145 allows for future widening of SR-145 by Caltrans.

The proposed crossing is located approximately 120' west of an existing BNSF grade-separated underpass crossing (CPUC No. 002-1020.20-B; DOT No. 028617M). The existing crossing will be protected in-place and will not be modified by or because of this project. Likewise, the access to the east side of BNSF's tracks remains unchanged. On the west side of BNSF's tracks access is accommodated by shared use maintenance roads, such as those flanking SR-145 and the Main Canal located south of the proposed SR-145 crossing. The maintenance roads along the Main Canal are private grade separated crossings and will be assigned DOT No. 968552R and CPUC No. 135S-170.03-BX for the road along the north side of the canal, and DOT No. 968553X and CPUC No. 135S-170.05-BX for the road along the south side of the canal.

7. At the proposed crossing, the CHSTS mile post is 169.99 on the Sierra Subdivision, the proposed CPUC crossing number is 135S-169.99-B, and the proposed DOT crossing number is 968497T.
8. The legal description for the location of the proposed CHSTS grade separation at SR-145 (Rule 3.7(a)) is provided in Exhibit A, attached hereto and made a part hereof.
9. The crossing identification numbers of the nearest existing public crossings on each side of the proposed crossing (Rule 3.7(b)) are as follows:

Along the CP1 Project alignment the nearest existing crossing to the north is at Raymond Road (E. Cleveland Ave) and the BNSF's Stockton Subdivision mainline track in the County of Madera, with CPUC No. 002-1020.40 and DOT No. 028618U.

The nearest crossing to the south is at Avenue 15 ½ and the BNSF's Stockton Subdivision mainline tracks in the County of Madera, with CPUC No. 002-1019.50 and DOT No. 028607G.

10. CP1 Project design drawings showing the general vicinity (Rule 3.7 (e)), proposed horizontal and vertical alignment for the two CHSTS tracks (Rule 3.7 (f) and 3.9 (c)), roadway plan (Rule 3.7 (d)), and structure design drawings (Rule 3.7 (d)) are provided in Exhibit B, attached hereto and made a part hereof. A profile for SR-145 (Rule 3.7 (f)) is not included because the road will remain in place without modification.

As shown on the design drawings and as summarized in the following table, the minimum permanent and temporary clearances meet or exceed the clearances required by General Order 26-D. No clearance exceptions are requested.

SR-145 Underpass	Minimum Vertical	Minimum Horizontal
Permanent Roadway Clearances	26'-9"	26' curb-to-curb width
Temporary Roadway Clearances	15'-0"	32' total falsework opening width. (26' curb-to-curb)
Permanent Track Clearances	N/A	≥10' from centerline of track to face of OCS pole

11. In support of the proposed underpass grade separation at SR-145, letters of concurrence from Caltrans, and BNSF are provided in Exhibit C1, and the agreement between the CHSRA and Caltrans (Rule 3.9 (a)) is provided in Exhibit C2. Exhibits C1 and C2 are attached hereto and made a part hereof.
12. The CHSRA, as the lead agency under the provisions of the California Environmental Quality Act (CEQA), prepared the *Final Environmental Impact*

Report/ Environmental Impact Statement (Final EIR/EIS) for the Merced to Fresno Section of the California High-Speed Train Project. The Federal Railroad Administration (FRA) was the lead agency under the National Environmental Policy Act (NEPA). The Notice of Determination (NOD) for the *Final EIR/EIS* was certified on May 3, 2012 (State Clearinghouse No. 2009091125), and the Record of Decision (ROD) was dated September 18, 2012. The *Final EIR/EIS for the Merced to Fresno Section* of the California High-Speed Train Project was provided to the Commission (Rule 2.4) on archival and standard CD-ROM/DVD as Exhibit D to Application A. 15-10-007. A Notice of Availability for the *Final EIR/EIS* is attached hereto as Exhibit D.

13. Attached hereto as Exhibit E is the Scoping Memo for this application.
14. Attached hereto as Exhibit F is the Certificate of Service for this application.
15. Attached hereto as Exhibit G is the Verification for this application.

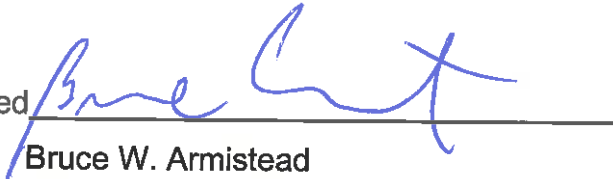
WHEREFORE, the Applicant respectfully requests:

1. That the Public Utilities Commission of the State of California issue an Order authorizing construction of the underpass grade separation of SR-145 and CHSTS mainline tracks pursuant to the provisions of Sections 1201-1205, inclusive, of California Public Utilities Code.
2. That the Order provides seventy-two (72) months from the date of such an Order within which to complete the work requested. This extended period of time is requested due to the complexity, size and unique nature of the CP1 Project.

The CP1 Project scope includes the design and construction of the structures and track roadbed, encompassing nearly 50 crossings. To complete construction at the SR-145 crossing and all of the crossings along the length of the CP1 Project, CHSRA anticipates issuing a separate contract within several years for construction of the proposed tracks and overhead contact system. The construction of the CP1 Project and the future track work contract will not be complete within the standard 36-month authorization period but is likely to be completed within 72 months. In addition, because the proposed crossings are grade separations, the clearances and crossing configurations are well defined

and not subject to the variability common for at-grade crossings. Given the number of new CHSTS crossing requests that will be submitted to the CPUC in the coming months and years, authorizing the extended period for this crossing will relieve both the CP1 Project and CPUC staff of preparing and processing numerous crossing extensions that will result with a 36-month Order.

Signed



Bruce W. Armistead
Director of Operations and Maintenance
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814
Tel: (916) 324-1541
E-Mail: Bruce.Armistead@hsr.ca.gov

List of Exhibits

Exhibit A	Crossing Legal Description
Exhibit B	Project Drawings B1 – Vicinity Map B2 – Structure Drawings B3 – Roadway Drawings B4 – Guideway Drawings B4-1 – Track Chart B4-2 – Guideway Plan and Profile
Exhibit C	Local Project Support C1 – Stakeholder Concurrence C2 – CHSRA and Caltrans Agreement
Exhibit D	NOA-Final EIR/EIS for Merced to Fresno Section of California High-Speed Train Project
Exhibit E	Scoping Memo
Exhibit F	Certificate of Service
Exhibit G	Verification

Exhibit A

Crossing Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Madera, State of California and is described as follows:

MF-20-9529


Being a portion of the southwest quarter of the southeast quarter of Section 8, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, more particularly described as follows:

COMMENCING at the intersection of the southeasterly line of State Highway 145 with the southwesterly line of Atchison, Topeka and Santa Fe Railroad right of way; thence along the southeasterly right of way line of said State Highway 145, South $54^{\circ}43'25''$ West, 83.37 feet to the northeasterly outside edge of bridge deck and the **POINT OF BEGINNING**, said point also being the beginning of a non-tangent curve, concave southwesterly, to which point a radial line bears North $48^{\circ}32'06''$ East; thence southeasterly along said curve and outside edge of deck, having a radius of 28030.90 feet, through a central angle of $00^{\circ}00'36''$, an arc length of 4.90 feet to the southeasterly corner of said deck; thence leaving said curve along said outside edge of deck, South $48^{\circ}32'46''$ West, 43.00 feet to the southwesterly corner of said deck, said point being the beginning of a non-tangent curve, concave southwesterly, to which a point a radial line bears North $48^{\circ}32'24''$ East; thence northwesterly along said curve and outside edge of deck, having a radius of 27987.90 feet, through a central angle of $00^{\circ}15'23''$, an arc length of 125.20 feet to the northwesterly corner of said deck; thence leaving said curve along said outside edge of deck, North $48^{\circ}17'23''$ East, 43.00 feet to the northeasterly corner of said deck, said point being the beginning of a non-tangent curve, concave southwesterly, to which point a radial line bears North $48^{\circ}17'19''$ East; thence southeasterly along said curve and outside edge of deck, having a radius of 28030.90 feet, through a central angle of $00^{\circ}14'47''$, an arc length of 120.49 feet to the **POINT OF BEGINNING**.

Bearings and distances are based on the California Coordinate System of 1983, Zone 3, Epoch 2007.00 as shown on Record of Survey, Book 60, Pages 130-131, Madera County Records. Distances are in U.S. Survey Feet. Distances are grid distances. Multiply distances by 0.99998651 to obtain ground level distances.

END DESCRIPTION

This land description has been prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyor's Act.


Erwin D Backlin II
Professional Land Surveyor
California No. L7765



3/4/2016
Date

Exhibit B

Project Drawings

Exhibit B1 – Vicinity Map

Exhibit B2 – Structure Drawings

Exhibit B3 – Roadway Drawing

Exhibit B4 – Guideway Drawings



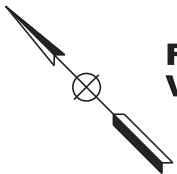
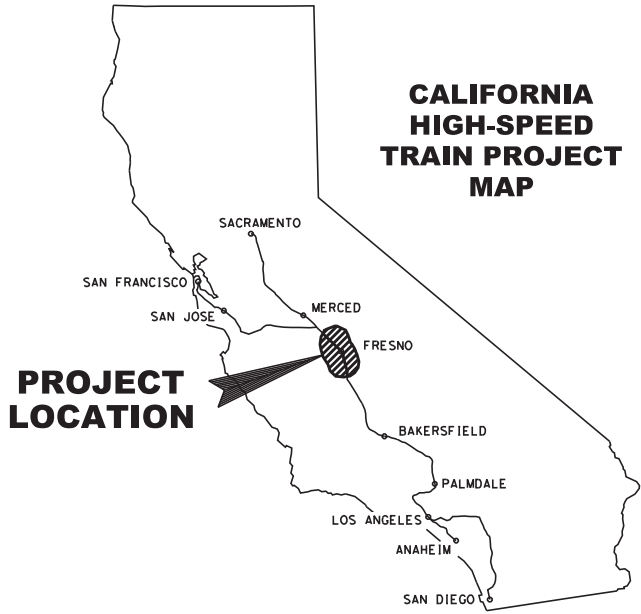
CALIFORNIA
HIGH-SPEED RAIL AUTHORITY

90% DESIGN SUBMITTAL

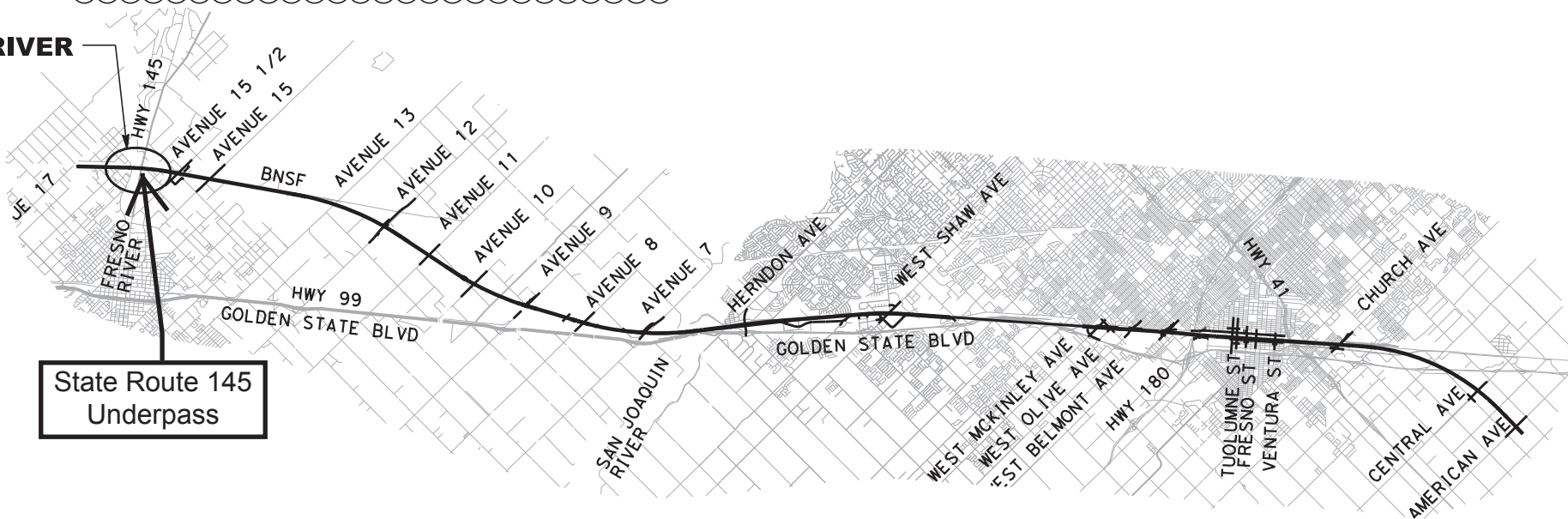
B

CALIFORNIA HIGH-SPEED TRAIN PROJECT
CONSTRUCTION PACKAGE 1
FRESNO RIVER VIADUCT

B

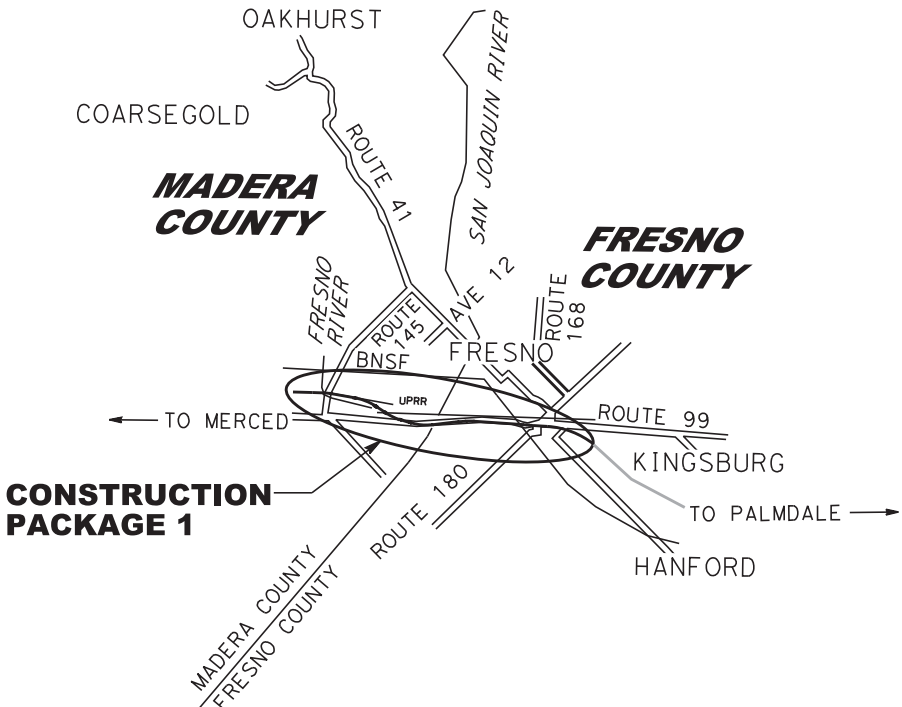


FRESNO RIVER
VIADUCT



CONSTRUCTION PACKAGE 1 MAP

NOTE: UPAL REFLECTS ALL ROW UPDATES THROUGH 03/23/15.



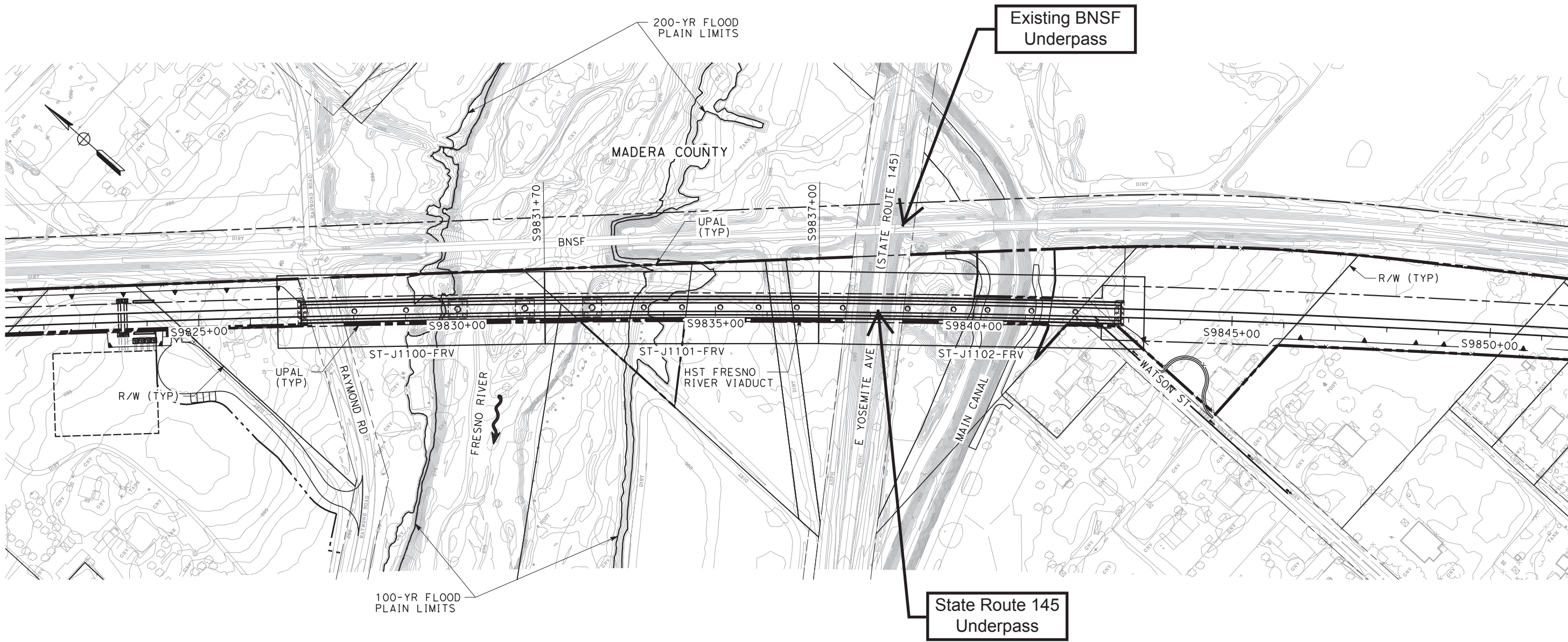
PROJECT LOCATION MAP

B1- Vicinity Map 1 of 1

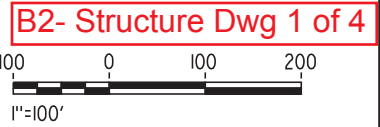
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b	06/12/15				CHECKED BY R. WONG		SCALE NO SCALE
o	05/22/15				IN CHARGE L. JOHNSON		SHEET NO.
A	07/25/14				DATE 11/13/2015		
REV	DATE	BY	CHK	APP	DESCRIPTION		

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ESOC-002 - FOR BENT PILE CAPS AND COLUMNS ONLY



FID: S-AS-169.8

REV	DATE	BY	CHK	APP	DESCRIPTION
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b	06/12/15				ESOC - 002 - BENT PILE CAPS AND COLUMNS ONLY
a	05/22/15				ESOC - 001 - FOUNDATIONS ONLY
A	07/25/14				60% DESIGN SUBMITTAL

DESIGNED BY L. JOHNSON
DRAWN BY T. ERION
CHECKED BY R. WONG
IN CHARGE L. JOHNSON
DATE 11/13/2015

CALIFORNIA HIGH-SPEED TRAIN PROJECT CP-1 AGREEMENT NO.4 HSR13-06 SUBMITTAL REVIEW IN ACCORDANCE WITH BOOK 2, PART B - GENERAL PROVISIONS - SECTION 61.2
APPROVED
SIGNED _____
DATE _____




A joint venture



CALIFORNIA
HIGH-SPEED RAIL AUTHORITY

**CALIFORNIA HIGH-SPEED TRAIN PROJECT
CONSTRUCTION PACKAGE 1**

FRESNO RIVER VIADUCT
KEY MAP

CONTRACT NO. HSR13-06
DRAWING NO. ST-J0030-FRV
SCALE 1" = 100'
SHEET NO.

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POVC 9813+72.64
ELEV 317.90

+0.895%

2927.36' VC
R/C = -0.067% /STA

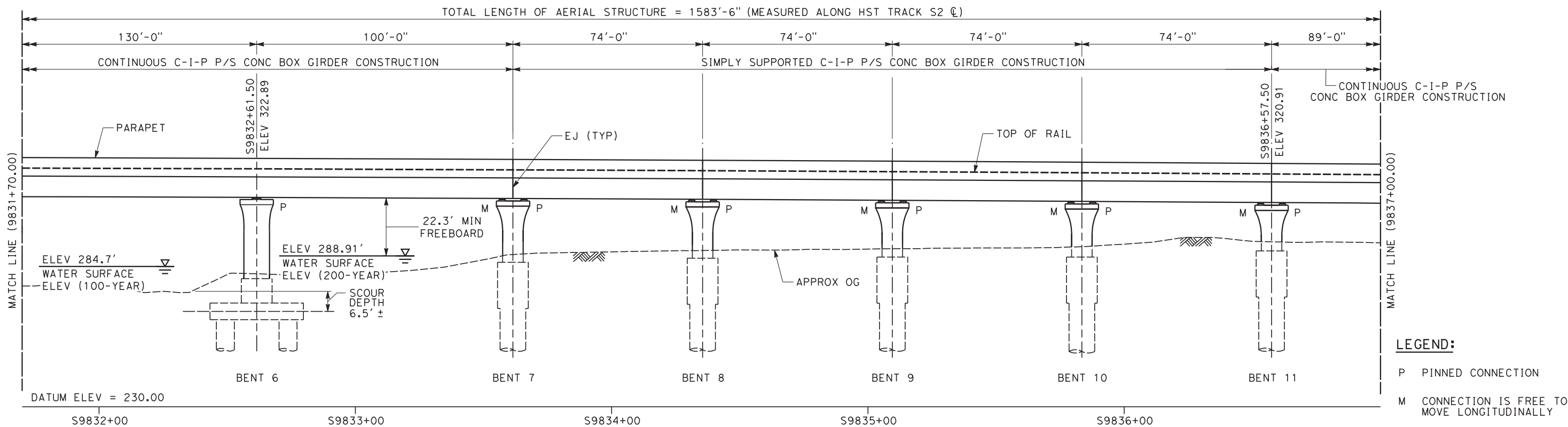
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ELEV 315.47

-1.061%

NOTE:

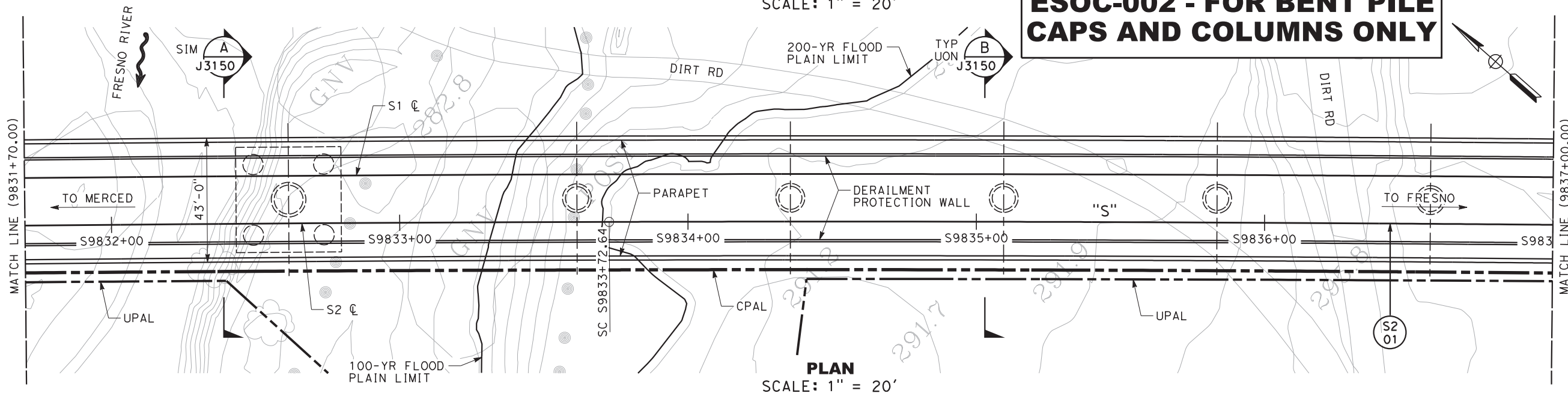
1. FOR NOTES, SEE DRAWING
NO. ST-J1100-FRV.

PROFILE GRADE
NO SCALE



ELEVATION
SCALE: 1" = 20'

**ESOC-002 - FOR BENT PILE
CAPS AND COLUMNS ONLY**



B2- Structure Dwg 2 of 4



FID: S-AS-169.8

C	11/13/15				90% DESIGN SUBMITTAL
b	06/12/15				ESOC - 002 - BENT PILE CAPS AND COLUMNS ONLY
a	05/22/15				ESOC - 001 - FOUNDATIONS ONLY
B	07/25/14				60% DESIGN SUBMITTAL
A	06/23/14				DESIGN BASELINE REPORT
REV	DATE	BY	CHK	APP	DESCRIPTION

DESIGNED BY L. JOHNSON
DRAWN BY J. PATTON
CHECKED BY R. WONG
IN CHARGE L. JOHNSON
DATE 11/13/2015

CALIFORNIA HIGH-SPEED TRAIN PROJECT CP-1 AGREEMENT NO.4 HSR13-06 SUBMITTAL REVIEW IN ACCORDANCE WITH BOOK 2, PART B - GENERAL PROVISIONS - SECTION 61.2
APPROVED
SIGNED _____
DATE _____



**CALIFORNIA HIGH-SPEED TRAIN PROJECT
CONSTRUCTION PACKAGE 1**

FRESNO RIVER VIADUCT
GENERAL PLAN AND ELEVATION
SHEET 2 OF 3

CONTRACT NO. HSR13-06
DRAWING NO. ST-J1101-FRV
SCALE AS SHOWN
SHEET NO.

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POVC 9813+72.64
ELEV 317.90

+0.895%

2927.36' VC
R/C = -0.067% /STA

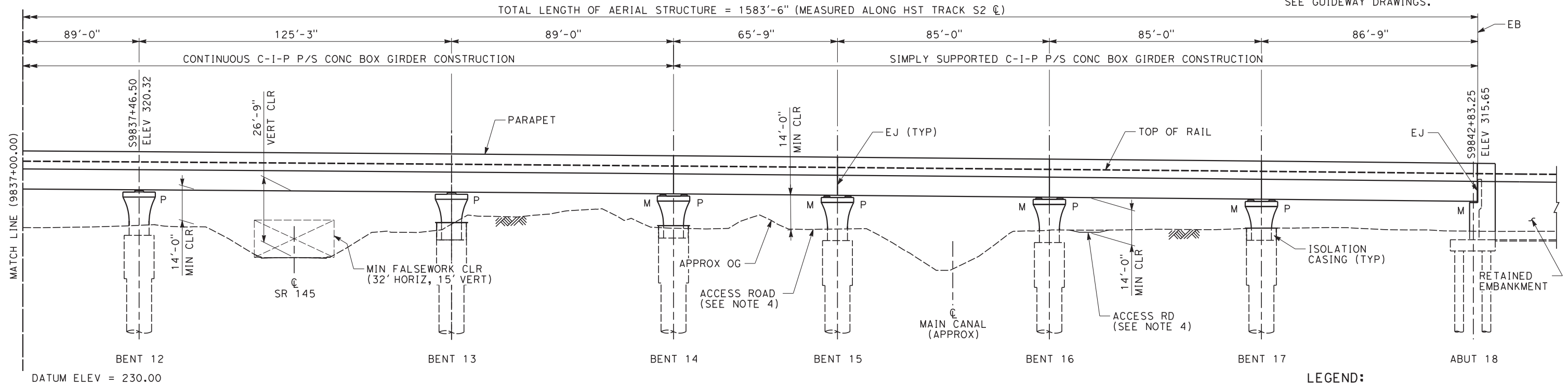
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ELEV 315.47

-1.061%

NOTES:

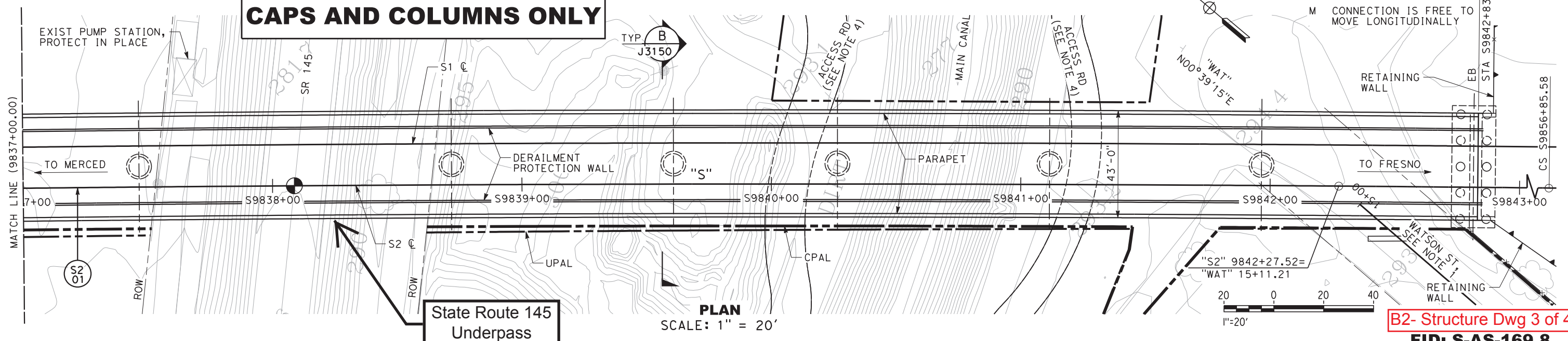
1. WATSON ST AT VIADUCT TO BE CLOSED.
2. FOR NOTES, SEE DRAWING NO. ST-J1100-FRV.
3. IF DISTANCE FROM OG OR FG TO PILE CUTOFF IS 4'-6" OR LESS, AN ISOLATION CASING IS NOT REQUIRED.
4. FOR ACCESS ROAD ALIGNMENT AND DETAILS, SEE GUIDEWAY DRAWINGS.

PROFILE GRADE NO SCALE



ESOC-002 - FOR BENT PILE CAPS AND COLUMNS ONLY

ELEVATION
SCALE: 1" = 20'



LEGEND:

- POINT OF MINIMUM VERTICAL CLEARANCE
- P PINNED CONNECTION
- M CONNECTION IS FREE TO MOVE LONGITUDINALLY

B2- Structure Dwg 3 of 4

FID: S-AS-169.8

C	11/13/15				90% DESIGN SUBMITTAL
b	06/12/15				ESOC - 002 - BENT PILE CAPS AND COLUMNS ONLY
a	05/22/15				ESOC - 001 - FOUNDATIONS ONLY
B	07/25/14				60% DESIGN SUBMITTAL
A	06/23/14				DESIGN BASELINE REPORT
REV	DATE	BY	CHK	APP	DESCRIPTION

DESIGNED BY L. JOHNSON
DRAWN BY J. PATTON
CHECKED BY R. WONG
IN CHARGE L. JOHNSON
DATE 11/13/2015

CALIFORNIA HIGH-SPEED TRAIN PROJECT CP-1 AGREEMENT NO.4 HSR13-06 SUBMITTAL REVIEW IN ACCORDANCE WITH BOOK 2, PART B - GENERAL PROVISIONS - SECTION 61.2
APPROVED
SIGNED _____
DATE _____

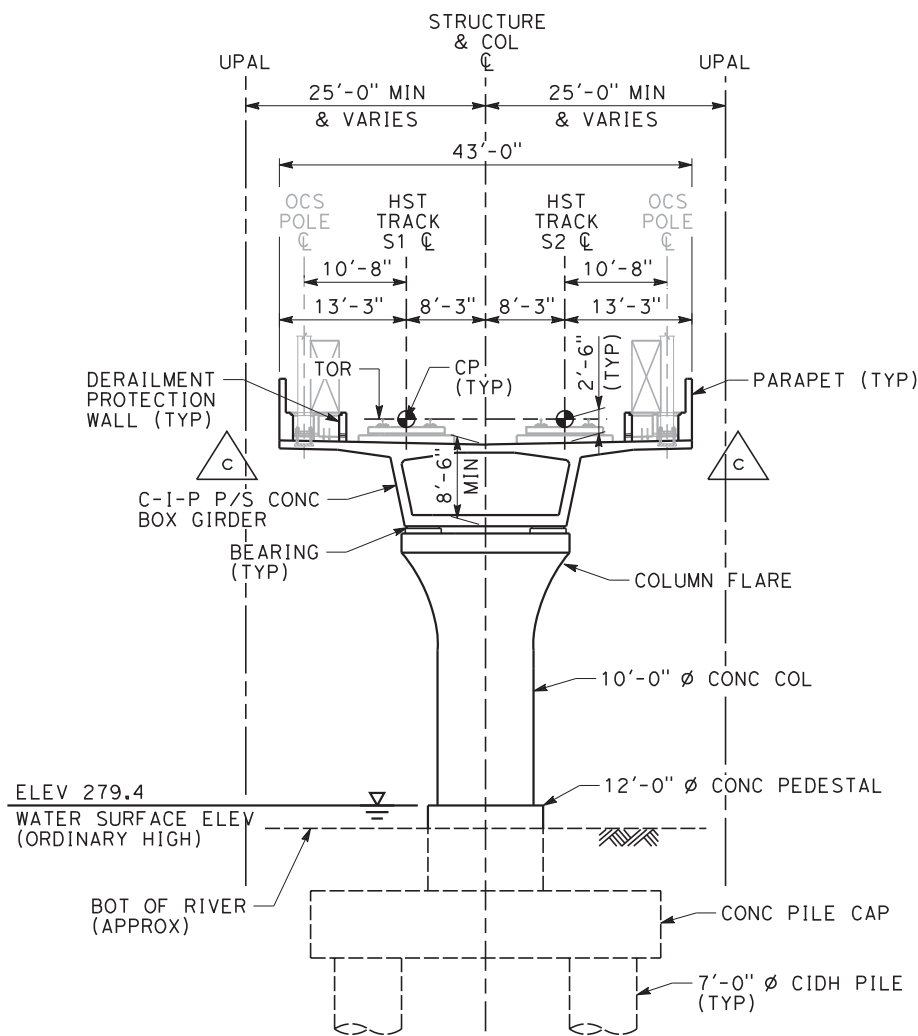
Tutor Perini
ZACHRY
PARSONS
A joint venture



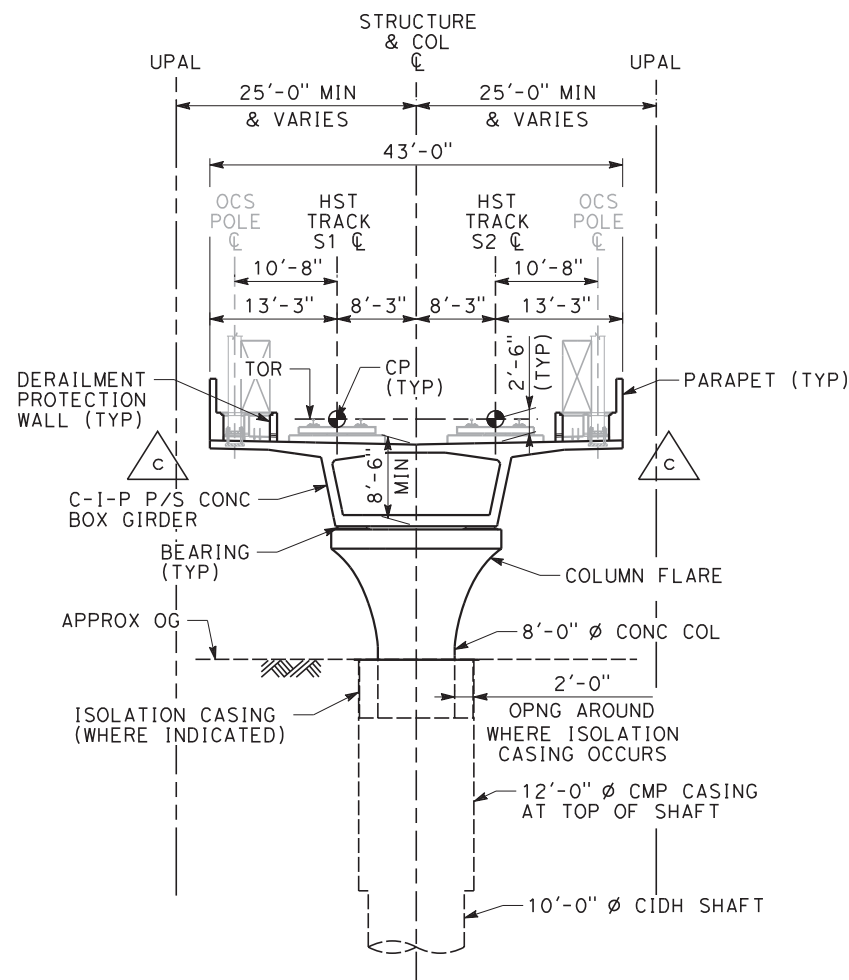
CALIFORNIA HIGH-SPEED TRAIN PROJECT CONSTRUCTION PACKAGE 1
FRESNO RIVER VIADUCT GENERAL PLAN AND ELEVATION SHEET 3 OF 3

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SCALE AS SHOWN
SHEET NO.

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SECTION A
SCALE 1"=10'-0"
J1100
J1101



SECTION B
SCALE 1"=10'-0"
J1100
J1101
J1102

NOTE:

- THE FOLLOWING ITEMS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY AND ARE NOT INCLUDED IN THE CONTRACT:
 - OCS POLES, ANCHOR BOLT ASSEMBLIES, BASE PLATES AND GROUT PAD.
 - CABLE TROUGH PRE-CAST COVERS, INTERMEDIATE WALLS AND BASE SLABS.
 - DIRECT FIXATION RAIL SYSTEM AND TRACK SLAB.
- FOR TABLE OF BENT TYPES, SEE DRAWING NO. ST-J0051-FRV.

ESOC-002 - FOR BENT PILE CAPS AND COLUMNS ONLY

REGISTERED PROF.
ENGINEER CERTIFIES
REVISION C ONLY

B2- Structure Dwg 4 of 4
FID: S-AS-169.8

C	11/13/15				90% DESIGN SUBMITTAL
c	07/24/15				ESOC - 002 - REVISION
b	06/12/15				ESOC - 002 - BENT PILE CAPS AND COLUMNS ONLY
a	05/22/15				ESOC - 001 - FOUNDATIONS ONLY
B	07/25/14				60% DESIGN SUBMITTAL
REV	DATE	BY	CHK	APP	DESCRIPTION

DESIGNED BY L. JOHNSON
DRAWN BY J. PATTON
CHECKED BY R. WONG
IN CHARGE L. JOHNSON
DATE 11/13/2015

ORIGINAL DRAWING
BEARS THE
REGISTERED
PROFESSIONAL
ENGINEER SEAL
NO. C44006 AND
SIGNATURE OF
L.M. JOHNSON

CALIFORNIA HIGH-SPEED TRAIN PROJECT CP-1 AGREEMENT NO.4 HSR13-06 SUBMITTAL REVIEW IN ACCORDANCE WITH BOOK 2, PART B - GENERAL PROVISIONS - SECTION 61.2
APPROVED
SIGNED _____
DATE _____


Tutor Perini
ZACHRY
PARSONS
A joint venture



**CALIFORNIA HIGH-SPEED TRAIN PROJECT
CONSTRUCTION PACKAGE 1**

FRESNO RIVER VIADUCT
TYPICAL SECTIONS

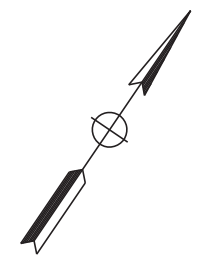
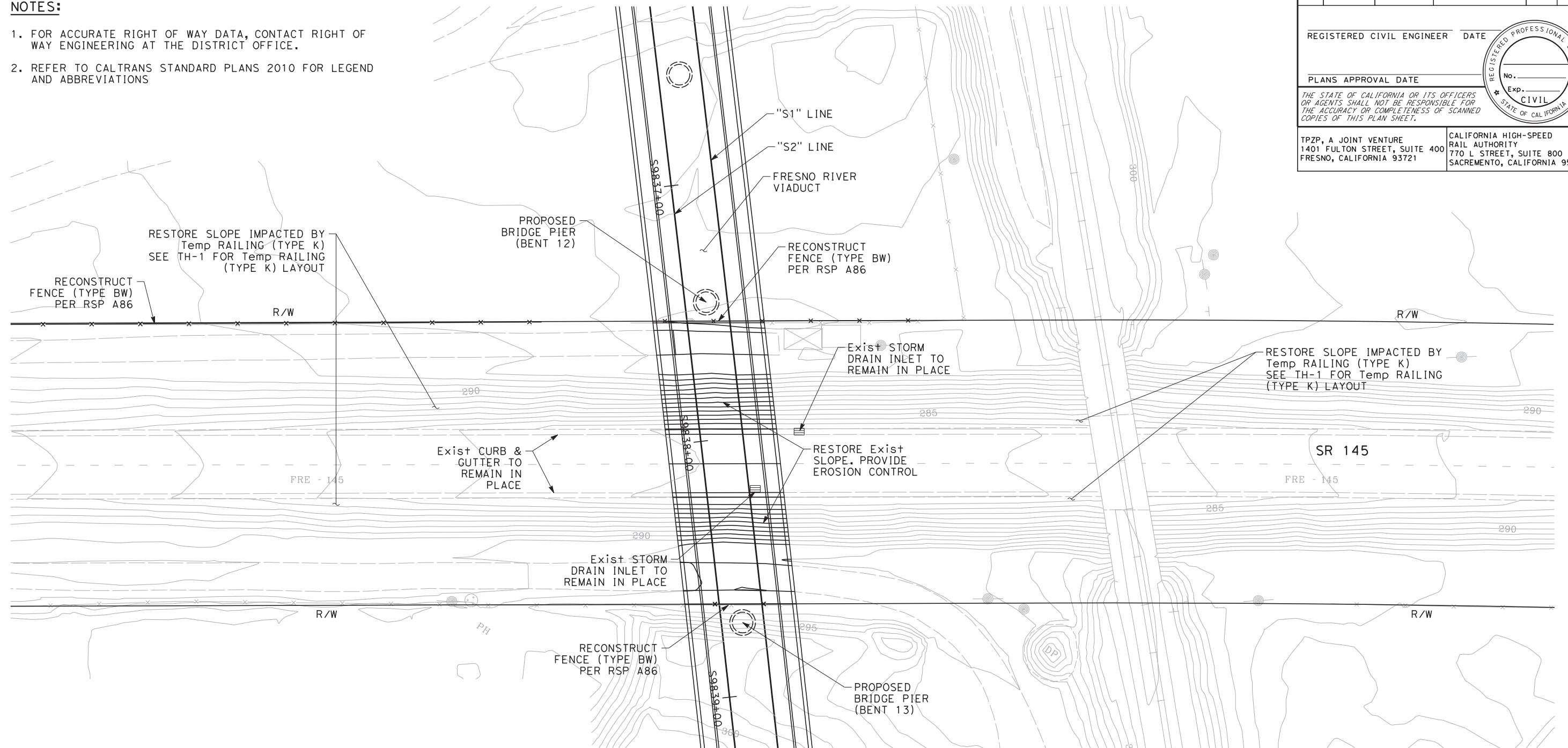
CONTRACT NO. HSR13-06
DRAWING NO. ST-J3150-FRV
SCALE 1" = 10'-0"
SHEET NO.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
06	Mad	145	12.1	2	13
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> <p>REGISTERED CIVIL ENGINEER _____ DATE _____</p> <p>PLANS APPROVAL DATE _____</p> <p><i>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</i></p> </div> <div style="width: 35%; text-align: center;">  </div> </div>					
TPZP, A JOINT VENTURE 1401 FULTON STREET, SUITE 400 FRESNO, CALIFORNIA 93721			CALIFORNIA HIGH-SPEED RAIL AUTHORITY 770 L STREET, SUITE 800 SACRAMENTO, CALIFORNIA 95814		

90 PERCENT PLANS

NOTES:

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
2. REFER TO CALTRANS STANDARD PLANS 2010 FOR LEGEND AND ABBREVIATIONS



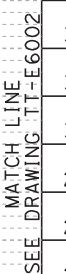
LAYOUT

SCALE: 1" = 20' B3- Roadway Dwg 1 of 1

-1

INFORMATION SHOWN ON TRACKCHART OTHER
THAN TRACKWORK SHALL BE USED AS
GUIDANCE, AND IS FOR INFORMATION ONLY.

ALIGNMENT



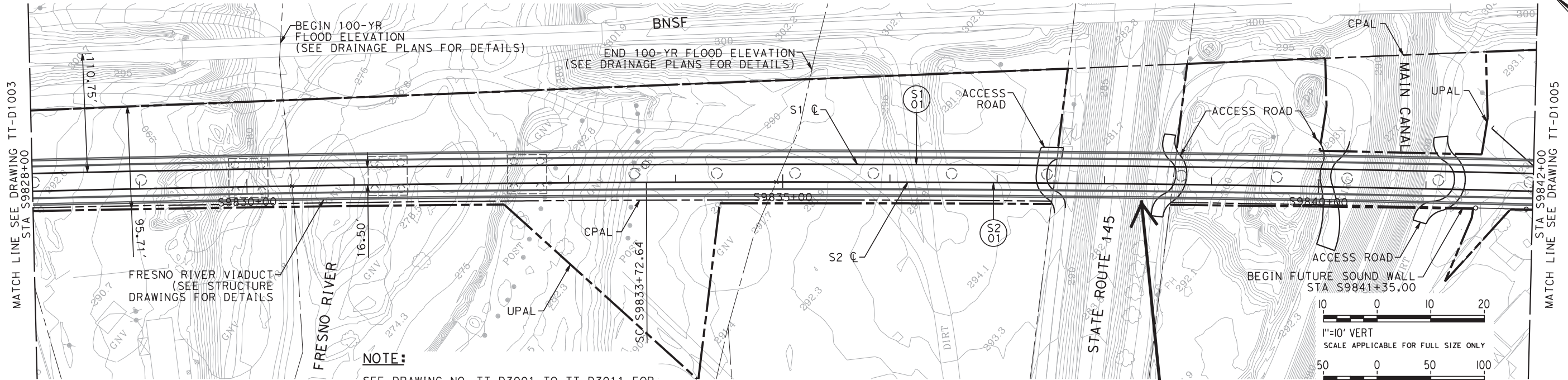
B4-Guideway Dwg 1 of 2



						DESIGNED BY A. SOBOLEWSKA	90% SUBMITTAL	<div>TutorPerini</div> <div>ZACHRY</div> <div>PARSONS</div> <div>A joint venture</div>	<div></div> <div>CALIFORNIA HIGH-SPEED RAIL AUTHORITY</div>	CALIFORNIA HIGH-SPEED TRAIN PROJECT CONSTRUCTION PACKAGE 1	CONTRACT NO. HSR13-06
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					CHECKED BY E. CASTELINO	SCALE AS SHOWN					
B	01/30/15				90% GUIDEWAY STA 9772+35.08 TO 10304+00.00						
A	09/29/14				60% GUIDEWAY STA 9772+35.08 TO 10304+00.00					TRACK CHART SHEET 1 OF 4	SHEET NO.
REV	DATE	BY	CHK	APP	DESCRIPTION	IN CHARGE S. GOOLLA	NOT FOR CONSTRUCTION				
						DATE 01/30/2015					

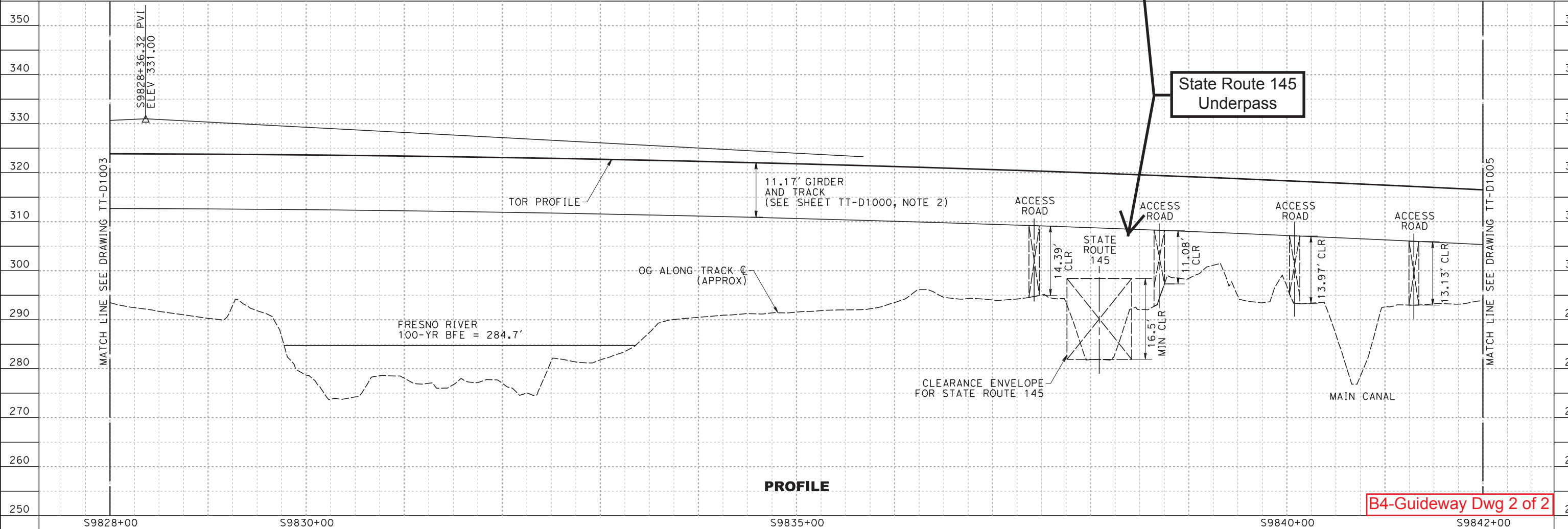
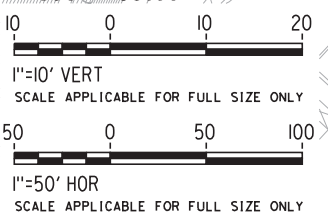
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MADERA COUNTY



NOTE:
SEE DRAWING NO. TT-D3001 TO TT-D3011 FOR
TYPICAL SECTIONS.

PLAN



State Route 145
Underpass

B4-Guideway Dwg 2 of 2

REV	DATE	BY	CHK	APP	DESCRIPTION
C	01/30/15				90% GUIDEWAY STA 9772+35.08 TO 10304+00.00
B	09/29/14				60% GUIDEWAY STA 9772+35.08 TO 10304+00.00
A	06/23/14				DESIGN BASELINE REPORT

DESIGNED BY A. FERNANDEZ
DRAWN BY A. SOBOLEWSKA
CHECKED BY E. CASTELINO
IN CHARGE S. GOOLLA
DATE 01/30/2015

90% SUBMITTAL

NOT FOR
CONSTRUCTION



CALIFORNIA
HIGH-SPEED RAIL AUTHORITY

CALIFORNIA HIGH-SPEED TRAIN PROJECT
CONSTRUCTION PACKAGE 1

TRACK GUIDEWAY
STA S9828+00 TO S9842+00
PLAN AND PROFILE

CONTRACT NO. HSR13-06
DRAWING NO. TT-D1004
SCALE AS SHOWN
SHEET NO.

Exhibit C

Local Project Support

Exhibit C1 – Stakeholder Concurrence

I, **Garth Fernandez**, am an employee of the **California Department of Transportation (Caltrans)** and authorized to sign this letter of agreement on its behalf, hereby declare that Caltrans concurs with the proposed CP1 Project as described in Project Report dated May 20, 2015 for the HST crossing at SR 145.



Garth Fernandez
Project Manager

5/11/2016

Date

California Department of Transportation
2015 E Shields Ave, Suite 100
Fresno, CA 93726



Taylor Smith

Manager Public Projects

BNSF Railway Company

2454 Occidental Ave S, Ste. 2D
Seattle, WA 98134
(206) 625.6396 (office)
(206) 625-6356 (fax)

taylor.smith@bnsf.com

May 16, 2016

Kathryn Grack
Senior Project Engineer
Parsons
2201 Dupont Drive, Suite 200
Irvine, CA 92612
(949) 333-4490 (office)

SUBJECT: CHSR CP1 SR 145-Fresno River Viaduct Exhibit C1 BNSF Letter of Concurrence

Dear Ms. Grack,

BNSF concurs with the SR145 Fresno River Viaduct plans dated 11/13/15 as described in this application provided that BNSF's existing access is ensured per item 5 in the 2016Jan20 Diagnostic Minutes.

Sincerely,
BNSF Railway Company

A handwritten signature in blue ink, appearing to read "T. Smith", written over a horizontal line.

Taylor Smith
Manager Public Projects

Exhibit C

Local Project Support

Exhibit C2 – Agreement



CALIFORNIA
High-Speed Rail Authority

CP01-
00665
PART I

**Master Agreement Between the
California High-Speed Rail Authority and the
California Department of Transportation for
Construction Project Work Located within the CROW
(POST PA&ED)**

LN 10/30/14

**Master Agreement For High-Speed Rail Work
Within Caltrans Right of Way**

This AGREEMENT entered into and effective upon execution is between the California Department of Transportation, referred to as CALTRANS, and

The California High-Speed Rail Authority, a California state agency, referred to as the AUTHORITY.

Recitals

1. The AUTHORITY is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. Phase 1 service will connect San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.
2. The AUTHORITY and CALTRANS, hereinafter referred to as PARTIES, entered into Master Agreement 53-2009 on November 11, 2009, and Amendment 53-2009-A1 on February 14, 2010, that defined how PARTIES would cooperate to perform PA&ED for PROJECTS within or affecting CALTRANS right of way (CROW).
3. This Agreement 53-2013 (AGREEMENT) will define how the AUTHORITY is responsible for the performance of WORK and submitting WORK to CALTRANS for Independent Quality Assurance (IQA) and for Project Development Services (PDS)
4. The details of the scope of IQA performed by CALTRANS and details of the rate and extent of reimbursement will be covered under separate INTERAGENCY AGREEMENT(S).
5. All services requested by the AUTHORITY that are beyond IQA are referred to hereinafter as Project Development Services (PDS). The details of the scope of PDS performed by CALTRANS and details of the rate and extent of reimbursement will be covered under separate INTERAGENCY AGREEMENT(S).
6. The terms and conditions of this AGREEMENT apply only to work that occurs within or affecting CROW, and include PS&E, Right of Way, Construction, and Maintenance activities.
7. It is the responsibility of the AUTHORITY to submit a notice to CALTRANS for all WORK that requires CALTRANS to perform IQA. CALTRANS shall perform IQA on the WORK so far performed by the AUTHORITY under an INTERAGENCY AGREEMENT. To initiate IQA of WORK, the AUTHORITY will submit a written

notice to the appropriate District or Regional CALTRANS contact person, at least thirty (30) calendar days in advance of required services, notifying CALTRANS of the specific date and location when and where WORK will commence. If necessary, less than thirty (30) calendar days notice may be allowed if resources are available.

8. CALTRANS understands that WORK may be delivered using the Design-Bid-Build, Design-Build, and/or Public-Private-Partnership processes. Terms of this AGREEMENT cover all three scenarios.
9. The AUTHORITY will provide a schedule for each PROJECT location referred to hereinafter as BASELINE SCHEDULE.
10. The AUTHORITY may request CALTRANS to perform PDS necessary for developing and constructing a section of the HSR System. In all instances where the AUTHORITY desires and CALTRANS agrees to perform PDS, PARTIES will execute an INTERAGENCY AGREEMENT which will identify the scope of PDS, the associated estimated expense thereof, and any other terms or conditions necessary for the completion of PDS. In such situations, CALTRANS shall act as a consultant to the AUTHORITY and shall perform the activities in accordance with the terms agreed to by PARTIES under this AGREEMENT and the executed INTERAGENCY AGREEMENT.
11. The PARTIES agree that CALTRANS may employ consultants to perform IQA and/or PDS, as determined by CALTRANS, at AUTHORITY's expense. Any subcontract will be subject to the AUTHORITY's Organizational Conflict of Interest Policy.
12. The PARTIES agree that all costs resulting from CALTRANS' provision of IQA and PDS will be reimbursed by the AUTHORITY in the manner set forth in INTERAGENCY AGREEMENT(S). CALTRANS will not perform or bill for IQA on any PDS work performed by CALTRANS or their consultants.
13. Capitalized words represent acronyms or terms defined under the Definitions and Acronyms section of AGREEMENT.
14. PARTIES agree to enter into a Joint Use Maintenance Agreement (JUMA) to address all portions of PROJECT(S) that impact CROW, as it relates to long-term maintenance roles and responsibilities.

Applicability

15. This AGREEMENT will only apply to WORK being performed within or affecting CROW.
16. All sections of this AGREEMENT including the Recitals are legally enforceable.

17. Upon execution of INTERAGENCY AGREEMENT(S), all relevant terms and conditions of AGREEMENT will be fully incorporated into the INTERAGENCY AGREEMENT(S) except as may otherwise be provided in the INTERAGENCY AGREEMENT(S).
18. The AUTHORITY and FRA have completed a Programmatic EIR/EIS for the entire High-Speed Rail System. The AUTHORITY and FRA have prepared or will cause to be prepared project-level environmental documentation for each PROJECT. CALTRANS, at the District Level is a Responsible Agency, and may review and comment on project-level environmental documentation prepared by the AUTHORITY and FRA during the public review period for said documents.

CALTRANS will review environmental documentation prepared by the AUTHORITY for WORK performed within or affecting CROW, may make additional findings, and issue a Notice of Determination (NOD) with the Office of Planning and Research in compliance with Section 21108 or 21152 of the Public Resources Code, if applicable.

Definitions and Acronyms

AGREEMENT – This Agreement that consolidates all the general and specific terms and conditions herein.

AUTHORITY- California High-Speed Rail Authority

AUTHORITY STANDARDS – Guidelines, policies, procedures and practices, including standard and directive drawings provided by AUTHORITY for work on PROJECTS.

BASELINE SCHEDULE – The AUTHORITY document(s) to be used by both PARTIES to estimate and budget the necessary IQA and PDS resources for each future fiscal year. The information should be completed prior to November 1 of each year.

CALTRANS – California State Department of Transportation

CALTRANS STANDARDS – CALTRANS' policies, practices and procedures that are in effect at the time of execution of a PROJECT REPORT(s), including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>

CEQA (California Environmental Quality Act) – The California Public Resources Code, sections 21000 et seq. which requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CONSTRUCTION – The effort required to complete all activities involved in the administration, acceptance, and final documentation of a construction contract.

CROW (Caltrans Right of Way) – Caltrans Right of Way.

DBB (Design-Bid-Build) - Project delivery method in which design and construction are procured by separate contracts to two independent entities and in which the construction contract is awarded to the lowest responsible bidder.

DB (Design-Build) - A project delivery method in which a single entity provides both the design and construction through the use of a single contract between a public agency and a design-build contractor.

DFM (DEPARTMENT FURNISHED MATERIALS) – Any material or equipment supplied by CALTRANS.

EIR (Environmental Impact Report) - the detailed statement as required by the California Environmental Policy Act (Public Resources Code Section 21000 et seq.)

EIS (Environmental Impact Statement) - the detailed written statement as required by Section 102(2)(C) of the National Environmental Policy Act.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FRA – Federal Railroad Administration

FRA STANDARDS – FRA regulations, policies and procedures.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether or not it is disturbed by PROJECT.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

HSR System – Infrastructure built by the AUTHORITY for or in conjunction with the High-Speed Rail Program.

INTERAGENCY AGREEMENT(S) – The agreement(s) that establishes the scope and costs details of reimbursement for IQA and/or PDS performed by Caltrans. It documents specific PDS related facts and tasks including location, scope, schedule and billing arrangements. It documents the scope of IQA, and the cost estimate of reimbursement. PARTIES must execute an Interagency Agreement before IQA and/or PDS may commence.

IQA (Independent Quality Assurance) – Efforts performed by CALTRANS to ensure that WORK is in accordance with applicable standards and to ensure that all WORK does not conflict with the requirements of the SHS. IQA does not include any work elements to develop or deliver PROJECT(S) or portions of PROJECT(S). IQA does not include any validation by verifying or rechecking WORK.

JUMA (Joint Use Maintenance Agreement) – A long term Maintenance Agreement that establishes general maintenance roles and responsibilities for CALTRANS and AUTHORITY regarding all SHS facilities impacted by PROJECT(S) and any new HSR facilities that reside within CROW.

JUMA SUPPLEMENT – A supplemental agreement to JUMA, which documents specific PROJECT(S) locations and unique maintenance requirements, and other pertinent commitments or expectations, with regard to those locations, if any.

NEPA (National Environmental Policy Act) – The federal act of 1969 that established a national policy for the environment and a process to disclose the adverse impacts of projects involving federal action.

PARTY(IES) – The term that refers to one or both signatory agencies to this agreement.

PA&ED (Project Approval and Environmental Document) – Approval by CALTRANS of a PROJECT REPORT for each PROJECT that involves a related environmental document (ED) and would be issued subsequent to an AUTHORITY decision and Notice of Determination (NOD) and a related FRA Record of Decision (ROD) for PROJECT.

PDS (Project Development Services) – Work performed by CALTRANS that is requested by AUTHORITY and is beyond that of IQA. Such services may only be performed after PARTIES execute an INTERAGENCY AGREEMENT.

PRIVATE PARTY – The Private Partner of a Public Private Partnership type of procurement project.

PROJECT(S) – The area defined by the WORK performed in the HSR corridors referenced in Streets and Highways Code section 2704.04 subd. (b), its future amendments and related legislations.

PROJECT MANAGEMENT PLAN (PMP) - a group of documents used to guide a projects execution and control throughout that project's lifecycle.

PROJECT REPORT – The document (including any supplemental document(s)) prepared by the AUTHORITY detailing the WORK to be performed within the PROJECT, for submittal to CALTRANS for approval as a condition precedent of the encroachment permit, which must be signed by a Civil Engineer, registered in the State of California and approved by CALTRANS.

PS&E (Plans, Specifications and Estimate) – The activities required to deliver the final plans, specifications, and estimates for project under DBB.

P3 (Public-Private Partnership) - A project delivery method which involves a contract between a public sector authority and a private party or parties who does one, few or all of the following, developing project, maintaining it and assuming substantial financial, technical and operational risk of the project. These arrangements are sometimes referred to as PPP or P3.

QMP (Quality Management Plan) – A part of the PROJECT MANAGEMENT PLAN that describes the AUTHORITY's quality policy and how it will be used within CROW.

RESIDENT ENGINEER – A person responsible for construction contract administration activities.

R/W (Right of Way) – The activities required to obtain any interests in real property for PROJECT. Activities include but are not limited to appraise, acquire, manage and dispose of real property rights, and activities required to address and manage utility and/or railroad conflicts.

R/W CERTIFICATION – R/W documentation, consistent with R/W Manual Exhibit 17-EX-18, prepared by AUTHORITY attesting to compliance with all necessary FHWA and CALTRANS

STANDARDS. Said document must be reviewed and approved by CALTRANS prior to issuance of a CALTRANS encroachment permit.

RFP (Request for Proposals) – A fully compiled and detailed document providing instructions on how a contractor will be selected and how that selected contractor will perform WORK.

RFQ (Request for Qualifications) – A public announcement initiating the selection process for any pre-determined portion of the HSR System by requesting a statement of qualifications from any interested contractors.

SCOPE SUMMARY – The exhibit in INTERAGENCY AGREEMENT(S) that details the scope of work to be performed by CALTRANS, as either IQA or PDS.

SOURCE INSPECTION – A source inspection is a quality inspection performed at the vendor's location to check the quality of the material received. The PARTIES agree that source inspections and/or quality inspections may be performed by other parties associated with the PROJECT.

SHS – State Highway System.

WORK – The effort by AUTHORITY to perform all scope tasks related to PROJECT(S) located within or affecting CROW, as specified under this Agreement.

Section I General Scope

19. **WORK will be performed in accordance with CALTRANS STANDARDS, AUTHORITY STANDARDS, California Public Utilities Commission requirements, FRA STANDARDS and FHWA STANDARDS, unless otherwise provided for in this AGREEMENT. In case of conflict or incompatibility between the above standards, PARTIES will meet and confer in good-faith to arrive at a resolution of such conflict.**

CALTRANS retains the right to take appropriate action, or to require the AUTHORITY to take appropriate action, to protect public safety and to preserve property rights during performance of WORK, and to ensure that all WORK for PROJECTS does not conflict with the requirements of the SHS.

The AUTHORITY retains the right to take appropriate action, or to require CALTRANS to take appropriate action, to protect public safety and to preserve property rights during performance of WORK, and to ensure that all WORK for PROJECTS does not conflict with the requirements of the HSR System.

20. **PARTIES agree that CALTRANS STANDARDS adopted after the date of execution of any PROJECT REPORT will not be incorporated, unless the CALTRANS STANDARDS are mandated by law or safety determinations.**

The AUTHORITY shall provide a Quality Management Plan, or its equivalent, as part of the PROJECT MANAGEMENT PLAN.

21. **If AUTHORITY STANDARDS, CALTRANS STANDARDS, FRA STANDARDS or FHWA STANDARDS pertaining to the operation of HSR within CROW are not available, CALTRANS or the AUTHORITY may require a site specific engineering solution to any safety or maintenance concerns that arise during the project development process. The development of a solution by its consultants, contractors, agents or by CALTRANS will be an AUTHORITY expense, unless otherwise agreed to in writing by the PARTIES.**
22. **CALTRANS will not provide funds to finance any capital or support costs for PDS and IQA except as set forth in the AGREEMENT and/or INTERAGENCY AGREEMENT.**
23. **Each PARTY will ensure that its staff, consultants, contractors or agents participating in WORK are appropriately qualified and licensed to perform the tasks assigned to them.**
24. **PARTIES may invite each other to provide a participant to the consultant selection panel for the selection of any consultants who participate in WORK.**

25. The AUTHORITY will inform CALTRANS as to the delivery method it intends to employ for each PROJECT.
26. The AUTHORITY will make its consultant or responsible agent available to CALTRANS to help resolve WORK related problems resulting from WORK performed for the PROJECT by said consultant or responsible agent.
27. CALTRANS will issue, upon proper application and at no cost to the AUTHORITY, its agents, consultants or contractors, an encroachment permit required for WORK within CROW. CALTRANS will issue a Notice of Determination as part of the encroachment process.

It is understood that the AUTHORITY, its agents, consultants, contractors, or any other person seeking to do WORK for which an encroachment permit is required, must obtain an encroachment permit issued in their name, prior to performing any WORK within CROW.

28. An encroachment permit will not be issued for CONSTRUCTION within the CROW until AUTHORITY submits a PROJECT REPORT, R/W CERTIFICATION, for CALTRANS review and approval. CALTRANS will work with the Authority to ensure there are no significant project delays.
29. The AUTHORITY will not transfer any obligation established by this AGREEMENT to a third party. The AUTHORITY is responsible to CALTRANS for the fulfillment of roles and responsibilities assumed under this AGREEMENT, any INTERAGENCY AGREEMENTS, JUMA and any JUMA SUPPLEMENTS unless amended by mutual written consent of the PARTIES. However, the AUTHORITY may use a contractor or other party to complete the WORK.
30. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, the AUTHORITY will notify CALTRANS within twenty four (24) hours. All activities in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved by CALTRANS in consultation with the AUTHORITY for its removal or protection.
31. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT will be held in confidence.

PARTIES will not, without the written consent of the PARTY authorized to release them, distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK. If one PARTY receives a subpoena that relates to the other PARTY'S records, the PARTIES will confer immediately.

32. If any PARTY receives a request pursuant to the California Public Records Act ("CPRA"; Government Code sections 6250 et seq.) pertaining to WORK, that PARTY will notify the other PARTY within five (5) business days of receipt and make the other PARTY aware of any potentially disclosable public records. No records will be disclosed prior to the time a response is required pursuant to the CPRA in order to allow the PARTIES to consult with one another regarding the request. If a basis for doing so exists, the party receiving the request will implement the up-to-14-day extension described in Government Code section 6253, subdivision (c).

In the event a record provided by one PARTY (the "providing PARTY") to the other PARTY (the "receiving PARTY") is the subject of a CPRA request directed to the receiving PARTY, the receiving PARTY, following the above-referenced consultation with providing PARTY, shall withhold the record from disclosure if the providing PARTY determines that the record is not subject to disclosure and provided the record is one that the receiving PARTY has agreed to treat as confidential pursuant to Government Code section 6254.5, sub. (e). In the event the requestor initiates litigation against the receiving PARTY, the receiving PARTY shall allow the providing PARTY to assume the defense of the litigation, and the providing PARTY shall assume said defense, and the providing PARTY shall bear the costs of defense of the litigation and shall be responsible for any costs or attorney fees awarded to the requestor.

33. If HM-1 or HM-2 is found during WORK, the AUTHORITY will immediately notify CALTRANS.
34. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing CROW. CALTRANS will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
35. This agreement does not impose any responsibility on CALTRANS if HM-1 is found outside of existing CROW, unless said HM-1 was caused by prior CALTRANS activities.
36. If HM-2 is found within existing CROW affected by PROJECT as a result of WORK, the AUTHORITY will perform, or have performed, necessary HM-2 MANAGEMENT ACTIVITIES.
37. CALTRANS' acceptance of title to any property acquired by the AUTHORITY on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
38. PARTIES will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and agreements as those commitments

and conditions apply to each PARTY's responsibilities in the AGREEMENT and, if applicable, the INTERAGENCY AGREEMENT.

39. PARTIES will confer on any claim that may affect WORK or PARTIES' liability or responsibility under the AGREEMENT and/or INTERAGENCY AGREEMENT. No PARTY shall prejudice the rights of another PARTY until after PARTIES confer on claim.
40. CALTRANS agrees that the AUTHORITY, FRA, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CALTRANS agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. CALTRANS agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might be reasonable have information related to such records. Further, CALTRANS agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement.
41. If WORK stops for any reason, the AUTHORITY will take such steps as are necessary to place all CALTRANS facilities within CROW impacted by WORK in a safe and operable condition acceptable to CALTRANS.
42. If during the performance of WORK, the PARTIES determine that additional activities or environmental documentation is necessary to provide or maintain environmental compliance for the encroachment permit, the AUTHORITY will prepare, or cause to be prepared, the appropriate environmental documentation, including performance of any additional activities to ensure environmental compliance. CALTRANS will review environmental documentation and will issue a new Notice of Determination, if required.
43. The AUTHORITY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for each PROJECT, unless otherwise set forth in the INTERAGENCY AGREEMENT. The AUTHORITY will request CALTRANS' review and comment on those portions of the permits, agreements and/or approvals that affect CROW. The AUTHORITY and CALTRANS will cooperate in good-faith to resolve CALTRANS comments. PARTIES acknowledge that CALTRANS, as the owner operator of CROW, has the final authority to accept the terms and conditions of the permit(s), agreement(s) and approval(s) that directly affect CROW. CALTRANS will not unreasonably withhold said approval. AUTHORITY, unless otherwise set forth in INTERAGENCY AGREEMENT, will submit the applications to the appropriate regulatory agencies.
44. The AUTHORITY will prepare, coordinate, obtain, and if necessary renew and amend, the regulatory agency permits, agreements, and/or approvals which are necessary for

WORK within or affecting CROW in accordance with encroachment permit, unless otherwise set forth in INTERAGENCY AGREEMENT.

45. The AUTHORITY will reimburse CALTRANS for all work necessary to modify existing CALTRANS interests, whether in the planning, environmental, design, right of way, or construction stages, including any adverse impacts to existing maintenance and operation requirements in order to accommodate PROJECT. The costs of such reimbursement will be addressed in separate documents to be mutually agreed to and executed between PARTIES.
46. The AUTHORITY will determine cost allocation with CALTRANS for increases in maintenance effort to the state highway system under a JUMA, necessary as a result of modifying any current highway feature to accommodate PROJECT(S). The increase costs of maintenance effort will be negotiated on a PROJECT specific basis; and the costs of such reimbursement will be addressed in separate documents to be executed between PARTIES.
47. Unless long term maintenance is sufficiently covered by the general conditions under the JUMA , each PROJECT will have a JUMA SUPPLEMENT.
48. The AUTHORITY will perform all maintenance to any new or modified facility within CROW, as a result of PROJECT, until a JUMA is executed to state otherwise.

Section II-A
DB (Design-Build) and Public-Private Partnerships (P3)

49. If the AUTHORITY decides to deliver any PROJECT, or portion thereof, using the DB or P3 method of project delivery, Section II-A and not Section II-B of this Agreement shall apply to PARTIES with regard to WORK performed under those DB or P3 contracts.
50. The AUTHORITY will provide to CALTRANS a draft copy of the RFP. CALTRANS may review and comment on those portions that may impact CROW, prior to the RFP's final release.
51. CALTRANS may provide preferred standard language regarding requirement for approval of standards for portions of the RFP that may impact CROW.
52. The AUTHORITY will determine the cost to positively identify and locate, accommodate, protect, relocate or remove any utility within or affecting CROW as part of WORK responsibilities.

53. The AUTHORITY will make all necessary arrangements, including environmental approvals, with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities within CROW , unless the PARTIES agree otherwise through an Interagency Agreement.
54. The AUTHORITY will provide to CALTRANS for review, comment and approval, verification of its arrangements for the protection, relocation, or removal of all conflicting facilities within or affecting CROW.
55. CALTRANS will provide informal reviews of all design packages as defined in the RFP for any portion of the PROJECT within or affecting CROW. The AUTHORITY will allow reasonable time for CALTRANS to review and comment on the design of these PROJECT elements.
56. Design packages for WORK will not be released for construction within or affecting CROW until the release for construction documentation has been approved by a CALTRANS licensed engineer. Approval is deemed to have occurred when a CALTRANS licensed engineer signs and dates the actual release for construction document and issues an encroachment permit for WORK.
57. All P3 arrangements between the AUTHORITY and the PRIVATE PARTY will not conflict with any agreement or understanding between PARTIES, including but not limited to, this AGREEMENT, any INTERAGENCY AGREEMENTS, the JUMA AGREEMENT, any JUMA SUPPLEMENTS. If a conflict is identified, the AUTHORITY will take all reasonable steps to resolve the conflict, including amending an existing agreement if necessary.
58. The AUTHORITY will submit a written request to CALTRANS for any DFM identified in the released for construction design package ninety (90) days prior to when DFM is needed. CALTRANS will provide the AUTHORITY an estimated cost for DFM. CALTRANS will purchase DFM upon receipt of payment from the AUTHORITY's contractor. PARTIES agree that CALTRANS cannot guarantee delivery of DFM within ninety days of request to the extent that CALTRANS is subject to the schedule of independent suppliers.
59. The AUTHORITY will require the contractor to furnish payment and performance bonds naming the AUTHORITY as obligee and to carry professional liability insurance in accordance to CALTRANS specifications.

Section II-B
DBB (Design-Bid-Build)

60. If the AUTHORITY decides to deliver any PROJECT, or portion thereof, using the DBB method of project delivery, the terms of Section II-B and not Section II-A of this

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00665
PART II

Agreement shall apply to PARTIES with regard to WORK performed for the DBB method of project delivery.

61. The AUTHORITY will ensure that the engineering firm preparing the PS&E package will not be employed by or under contract to the project construction contractor or otherwise confirm the firm is within compliance with the Authority's Organizational Conflict of Interest Policy.
62. If CALTRANS is selected to advertise, award and administer a construction contract for PROJECT or a portion thereof the PS&E package will be fully reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement. Such review and approval will require an INTERAGENCY AGREEMENT. The AUTHORITY will ensure that the consultant who prepared the PS&E package, or other staff familiar with the design, will remain available to address all comments generated during the CALTRANS District and HQ Office Engineers review process and during CONSTRUCTION.
63. The AUTHORITY will provide CALTRANS with the plans and specifications for review at 60%, 90% and 95% design complete.
64. The AUTHORITY will require the contractor to furnish payment and performance bonds naming the AUTHORITY as obligee and to carry professional liability insurance in accordance with CALTRANS STANDARDS and specifications.
65. The AUTHORITY will determine the cost to positively identify and locate, accommodate, protect, relocate or remove any existing utility facilities within or affecting CROW as part of PS&E responsibilities for the PROJECT.
66. The AUTHORITY will make all necessary arrangements, including environmental approvals, with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT within or affecting CROW in accordance with all necessary CALTRANS STANDARDS, including, CALTRANS' encroachment policy.
67. The AUTHORITY will provide to CALTRANS for review, comment and approval, verification of its arrangements for the protection, relocation, or removal of all conflicting facilities within or affecting CROW.
68. The AUTHORITY is responsible to administer the construction contract, unless otherwise set forth in INTERAGENCY AGREEMENT.
69. The AUTHORITY will submit a written request to CALTRANS for any DFM identified in the released for construction design package ninety (90) days prior to when DFM is needed. CALTRANS will provide the AUTHORITY an estimated cost for DFM.

CALTRANS will purchase DFM upon receipt of payment from the AUTHORITY's contractor. PARTIES agree that CALTRANS cannot guarantee delivery of DFM within ninety days of request to the extent that CALTRANS is subject to the schedule of independent suppliers.

Section III Right of Way (R/W)

70. The AUTHORITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and R/W engineering documents shall bear the professional seal, certificate number, registration classification, expiration date of certificate, and dated signature of the responsible surveyor.
71. Unless otherwise supplied by CALTRANS as PDS and documented by an INTERAGENCY AGREEMENT, the AUTHORITY will submit or provide access to the following back-up documentation with each R/W CERTIFICATION, as applicable for those portions of each PROJECT within or directly affecting CROW: (a) Appraisal Map delineating all parcels required for the PROJECT; (b) list of parcels required for PROJECT designating existing and ultimate titleholder; (c) as required (d) Copy of signed Notice of Decision to Appraise for all appraised properties; (e) Copy of signed approval memo from review appraiser; (f) copy of the property Appraisal; (g) copy of Administrative Settlement, as appropriate; (h) copy of signed R/W Contract; (i) copy of Rail Road Contract and Maintenance Agreements, or final draft version until the AUTHORITY can provide fully executed document; (j) copy(ies) of Utility Notices, (k) copy(ies) of fully executed Utility Agreements, and (l) copies of Relocation Assistance Program compliance documents. The AUTHORITY will ensure prompt submittals or access of the foregoing and CALTRANS will perform prompt reviews to ensure there are no significant project delays.
72. All R/W conveyances into, within or out of CROW must be completed prior to the completion of WORK for each PROJECT. CALTRANS' acceptance of R/W title for incorporation with SHS is subject to review of an Updated Preliminary Title Report provided by the AUTHORITY verifying that the title is free and clear of all encumbrances and liens. Upon acceptance by CALTRANS, the AUTHORITY will provide CALTRANS with a Policy of Title Insurance naming State of California, Department of Transportation as Insured.
73. The AUTHORITY will prepare and submit a Post Construction Survey. If property acquisition was necessary for the PROJECT, the AUTHORITY will also prepare and submit: Deeds; Construction Survey Control Map; and Right of Way Record Map, Hazardous Waste Certification, Monumentation and Record of Survey in accordance with Business and Professions Code 8700 et. seq. and, if applicable or complete, a fully executed Railroad Construction and Maintenance Agreement.
74. The sale of excess land held in title by the AUTHORITY shall be in accordance with the AUTHORITY policy and procedures, and any revenues from the sale, returned to the AUTHORITY.

Section IV Construction

75. Within one hundred eighty (180) days following the final acceptance by the AUTHORITY of WORK, the AUTHORITY will furnish CALTRANS with a complete set of "As-Built" plans in for work within the CROW in accordance with the current CALTRANS CADD User's Manual, Plans Preparation Manual, and CALTRANS practice. The "As Built" plans shall be submitted in both electronic and hard copy format. The submittal must also include all CALTRANS requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per Business and Professional Code 8700 et seq). Record of Survey required within 90 days of monumentation establishment per Professional Land Surveyors Act 8762 will be provided within one hundred eighty (180) days following the final acceptance of PROJECT CONSTRUCTION.

76. The AUTHORITY or its contractor will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval.

CALTRANS will issue the parent encroachment permit to the AUTHORITY upon submittal of a complete permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

The AUTHORITY will provide, or cause to provide, source inspection services.

77. For WORK, the AUTHORITY will require the construction contractor to furnish payment and performance bonds naming the AUTHORITY as obligee and to carry liability insurance in accordance with CALTRANS specifications.

Section V Maintenance

78. The maintenance responsibility of all PROJECT and CALTRANS facilities constructed or modified under this AGREEMENT shall be that of the AUTHORITY, unless otherwise specified under a separate maintenance agreement, the JUMA AGREEMENT, or a JUMA SUPPLEMENT. JUMA Supplement Agreement shall be approved prior to

issuing encroachment permit for WORK unless otherwise provided in an Interagency Agreement.

79. If the PROJECT impacts an existing city, county or other non-CALTRANS facility adjacent to or within CROW, the AUTHORITY shall coordinate, negotiate and arrange for a new or modified maintenance agreement prior to starting construction at that particular WORK location, unless otherwise provided in an Interagency Agreement. CALTRANS will work cooperatively with the AUTHORITY and affected agency in developing a modified maintenance agreement.

Section VI Cost

80. The AUTHORITY will bear one hundred percent (100%) of the costs for CALTRANS IQA required for WORK for each PROJECT or agreed to otherwise by PARTIES in writing in document(s) signed by the authorized signatory of both PARTIES.
81. The cost of any IQA or PDS performed by CALTRANS includes all direct and applicable indirect costs and will be covered under separate INTERAGENCY AGREEMENTS. Rates used are to be the current approved Program Functional Rate in accordance with the annual state Budget Act.
82. The Program Functional Rate will be adjusted no more frequently than annually.
83. The AUTHORITY will pay for all DFM required for WORK under separate INTERAGENCY AGREEMENT.
84. CALTRANS, independent of PROJECT, will pay or cause to be paid all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
85. This agreement does not impose on CALTRANS any costs related to HM-1 found outside of existing CROW unless said costs were due to CALTRANS activities.
86. The AUTHORITY will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-2 and resulting from the PROJECT.
87. The cost of preparing applications and of coordinating, obtaining, complying with, implementing, renewing and/or amending regulatory agency permits, agreements, and/or approvals is a WORK cost to the extent it is performed by CALTRANS and will be considered PDS.

88. The cost to comply with, and implement the commitments set forth in the environmental documentation is a WORK cost to the extent it is performed by CALTRANS.
89. The cost for the preparation of all environmental documentation and to ensure that the PROJECT remains in environmental compliance is a WORK cost to the extent it is performed by CALTRANS.
90. If a legal challenge under CEQA is filed to a CALTRANS document or decision concerning the PROJECT within or affecting CROW, the cost incurred by CALTRANS in that litigation challenge is a WORK cost to the extent it is permitted by law. PARTIES agree to consider a joint litigation defense agreement to the extent that a litigation challenge under CEQA is filed to a CALTRANS document or decision concerning the PROJECT.
91. Fines, interest, or penalties levied against any PARTY will be paid, independent of WORK costs, by the PARTY whose actions or lack of action caused the levy. That PARTY will indemnify and defend the other PARTY.
92. The cost to place CROW in a safe and operable condition and meet all environmental commitments related to PROJECT is a WORK cost to the extent it is performed by CALTRANS.
93. If WORK stops for any reason, the AUTHORITY will continue to be responsible for funding the commitments and conditions included in the encroachment permit or associated with WORK at a time that WORK stops, unless the PARTIES agree to otherwise in writing.
94. CALTRANS will not administer federal funds for WORK.
95. The cost to maintain CROW within WORK limits due to the PROJECT is a WORK cost to the extent it is performed by CALTRANS.
96. The cost to maintain all new and additional cost to maintain modified facilities within CROW, prior to the execution of a JUMA SUPPLEMENT, are a WORK cost unless otherwise agreed to in an Interagency Agreement.
97. Terms of Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
98. At locations where CALTRANS is providing DFM, CALTRANS will invoice the AUTHORITY for the cost of DFM once they have been authorized by the AUTHORITY.
99. This AGREEMENT and INTERAGENCY AGREEMENT(S) are valid and enforceable against the AUTHORITY only if sufficient funds are appropriated by the Legislature or

Congress for the purposes of this AGREEMENT and INTERAGENCY AGREEMENT(S). In addition, this AGREEMENT and INTERAGENCY AGREEMENT(S) are subject to any additional restriction, limitations, or conditions enacted by the Legislature or Congress, which may affect the provisions, terms, or funding of this AGREEMENT or INTERAGENCY AGREEMENT(S) in any manner.

Section VII Schedule

100. The AUTHORITY, with the cooperation from CALTRANS, will manage the schedule for WORK.
101. The AUTHORITY is aware and acknowledges that there could be other CALTRANS projects occurring within the PROJECT area during the same time period as the PROJECT. PARTIES shall work together in good faith in accommodating the schedule of all affected projects. The AUTHORITY shall put their contractor on notice of the presence of CALTRANS and its contractors in the PROJECT area once notified by CALTRANS.

Section VIII General Conditions

102. This AGREEMENT and INTERAGENCY AGREEMENT will be understood in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT and INTERAGENCY AGREEMENT will be enforceable in the State of California. Except as provided in Public Utilities Code section 185038, any legal action arising from this AGREEMENT or INTERAGENCY AGREEMENT will be filed and maintained in a court of competent jurisdiction in the County of Sacramento.
103. All obligations of CALTRANS and the AUTHORITY under the terms of this agreement are subject to the appropriation of resources by the Legislature and the State Budget Act authority.
104. Neither the AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT or INTERAGENCY AGREEMENT.

It is understood and agreed that CALTRANS and/or its agents will fully defend, indemnify, and save harmless the AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or

assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this AGREEMENT or INTERAGENCY AGREEMENT.

105. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by the AUTHORITY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon the AUTHORITY under this AGREEMENT or INTERAGENCY AGREEMENT.

It is understood and agreed that, the AUTHORITY and/or its agents will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the AUTHORITY and/or its agents under this AGREEMENT or INTERAGENCY AGREEMENT.

106. Neither this AGREEMENT nor INTERAGENCY AGREEMENT is intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. Neither this AGREEMENT nor INTERAGENCY AGREEMENT is intended to affect the legal liability of PARTIES by imposing any standard of care for completing WORK and or IQA different from the standards imposed by law.
107. PARTIES will not assign or attempt to assign agreement obligations to parties not signatory to this AGREEMENT or the INTERAGENCY AGREEMENT without the prior written consent of the non-assigning PARTY.
108. Any ambiguity contained in this AGREEMENT or INTERAGENCY AGREEMENT will not be interpreted against either PARTY. PARTIES waive the provisions of California Civil Code section 1654.
109. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
110. If any PARTY defaults in their agreement obligations, the non-defaulting PARTY will request in writing that the default be remedied within a stated period of time. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.
111. PARTIES will first attempt to resolve this AGREEMENT and/or INTERAGENCY AGREEMENT disputes at the project team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the chief executive officer or designee of the AUTHORITY will attempt to negotiate a resolution. If no resolution is reached,

PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of WORK in accordance with the terms of this AGREEMENT or INTERAGENCY AGREEMENT. However, if any PARTY stops WORK, for reasons not provided in this AGREEMENT, the other PARTY may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty five (45) calendar days after filing the written mediation request, whichever occurs first.

Should a civil complaint ensue, the prevailing PARTIES will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or INTERAGENCY AGREEMENT or to enforce the provisions of this article including equitable relief.

112. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
113. If any provisions in this AGREEMENT are found to be illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
114. CALTRANS shall be responsible for the professional quality and technical accuracy of PDS services performed by it under this AGREEMENT or any INTERAGENCY AGREEMENT.
115. The AUTHORITY shall be responsible for the professional quality and technical accuracy of any services performed by it under this AGREEMENT or any INTERAGENCY AGREEMENT.
116. 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 CALTRANS in order to carry out this AGREEMENT or any INTERAGENCY AGREEMENT, shall be protected by CALTRANS from unauthorized use and disclosure except as may be required by law. Permission to disclose information on one occasion or public hearing held by the AUTHORITY relating to this AGREEMENT shall not authorize CALTRANS to further disclose such information or disseminate the same on any other occasion.

CALTRANS shall not comment publicly to the press or any other media regarding this AGREEMENT or the AUTHORITY'S work on the same without the AUTHORITY'S written permission, except to the AUTHORITY'S staff, CALTRANS' own personnel involved in the performance of this AGREEMENT or any INTERAGENCY AGREEMENTS, at public hearings, or in response to questions from the Legislature or Governor's office.

CALTRANS shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this AGREEMENT or any INTERAGENCY AGREEMENT without prior review of the contents thereof by the AUTHORITY and receipt of the AUTHORITY'S written permission.

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

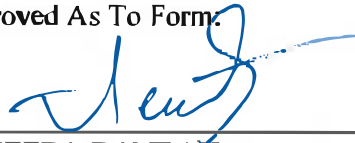
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CALIFORNIA HIGH-SPEED RAIL
AUTHORITY

By:  10/24/14
MALCOLM DOUGHERTY Date
Director

By:  10/21-14
JEFF MORALES Date
Chief Executive Officer

Approved As To Form:

By: 
MEERA DANDAY
Deputy Attorney

Approved As To Form:

By: 
THOMAS FELLEENZ
Chief Counsel

Exhibit D

Notice of Availability

Final EIR/EIS Merced to Fresno Section of California High-Speed Train Project

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the California High-Speed Rail Authority to construct proposed high-speed tracks and underpass grade separation at State Route 145 (MP 169.99) within the County of Madera, California.

Application No. _____

NOTICE OF AVAILABILITY

**FINAL ENVIRONMENTAL IMPACT REPORT/ ENVIRONMENTAL IMPACT
STATEMENT FOR THE MERCED TO FRESNO SECTION OF THE
CALIFORNIA HIGH-SPEED TRAIN PROJECT**

TO ALL PARTIES TO THIS APPLICATION:

In support of its applications, the California High-Speed Rail Authority (Applicant) submitted the *Final Environmental Impact Report/ Environmental Impact Statement for the Merced to Fresno Section of the California High-Speed Train Project (Final EIR/EIS)* on an archival CD-ROM/DVD to the Docket Office for physical filing as Exhibit D to Application Number A.15-10-007.

Pursuant to Rule 1.9(d) of the Commission's Rules of Practice and Procedure, the Applicant is issuing this Notice of Availability (NOA). The NOA is being served on all parties listed on the official service lists for this application, which are attached as Exhibit F - Certificate of Service.

The *Final EIR/EIS* is available at the following URL, which has been posted at the web-site since late 2012:

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

Exhibit E

Scoping Memo

Scoping Memo Information for Applications

A. Category (Check the category that is most appropriate)

☐ **Adjudicatory** - “Adjudicatory” proceedings are: (1) enforcement investigations into possible violations of any provision of statutory law or order or rule of the Commission; and (2) complaints against regulated entities, including those complaints that challenge the accuracy of a bill, but excluding those complaints that challenge the reasonableness of rates or charges, past, present, or future, such as **formal rough crossing complaints** (maximum 12 month process if hearings are required).

☒ **Ratesetting** - “Ratesetting” proceedings are proceedings in which the Commission sets or investigates rates for a specifically named utility (or utilities), or establishes a mechanism that in turn sets the rates for a specifically named utility (or utilities). “Ratesetting” proceedings include complaints that challenge the reasonableness of rates or charges, past, present, or future. Other proceedings may also be categorized as ratesetting when they do not clearly fit into one category, such as **railroad crossing applications** (maximum 18 month process if hearings are required).

☐ **Quasi-legislative** - “Quasi-legislative” proceedings are proceedings that establish policy or rules (including generic ratemaking policy or rules) affecting a class of regulated entities, including those proceedings in which the Commission investigates rates or practices for an entire regulated industry or class of entities within the industry.

B. Are hearings necessary?

☐

Yes

☒

No

If yes, identify the material disputed factual issues on which hearings should be held, and the general nature of the evidence to be introduced. Railroad crossing applications which are not controversial usually do not require hearings.

Are public witness hearings necessary? ☐ Yes ☒ No

Public witness hearings are set up for the purpose of getting input from the general public and any entity that will not be a party to the proceeding. Such input usually involves presenting written or oral statements to the presiding officer, not sworn testimony. Public witness statements are not subject to cross-examination.

C. Issues - List here the specific issues that need to be addressed in the proceeding.
None

D. Schedule (Even if you checked “No” in B above) Should the Commission decide to hold hearings, indicate here the proposed schedule for completing the proceeding within 12 months (if categorized as adjudicatory) or 18 months (if categorized as ratesetting or quasi-legislative).

The schedule should include proposed dates for the following events as needed:

<u>May 25, 2016</u>	Filing Date
<u>June 27, 2016</u>	Comment Period
<u>September 26, 2016</u>	Proposed Decision (4 months from filing)
<u>November 25, 2016</u>	Final Decision (6 months from filing)

If hearings unexpectedly become necessary:

<u>November 25, 2016</u>	Prehearing conference
<u>February 24, 2017</u>	Hearings
<u>May 25, 2017</u>	Briefs due
<u>June 26, 2017</u>	Submission
<u>September 25, 2017</u>	Proposed decision (90 days after submission)
<u>November 24, 2017</u>	Final decision (60 days after proposed decision is mailed)

Exhibit F

Certificate of Service

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Application of the California High-Speed Rail Authority to construct proposed high-speed tracks and underpass grade separation at State Route 145 (MP 169.99) within the County of Madera, California.

Application No. _____

CERTIFICATE OF SERVICE

I, Kathryn Grack, P.E., of Tutor Perini, Zachry, Parsons Joint Venture, on behalf of the California High-Speed Rail Authority, certify that I have this day mailed a copy of the attached Application and Exhibits in the above captioned proceeding by FedEx, or if noted, by e-mail or hand delivery, to each party named in the following service list, on this 25th day of May, 2016 at Fresno, California.

By: Kathryn A. Grack
Kathryn A. Grack, P.E.
Senior Project Engineer

Service List

Parties:

Bruce W. Armistead
Director of Operations & Maintenance
California High-Speed Rail Authority
770 L Street, Suite 620
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Design Construction Manager
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Hand Delivery

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Interim Public Works Director
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Jesus Avitia, CP1 Railroad Coordinator
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E-Mail Only

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State:	
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Marvin Kennix, Utilities Engineer Rail Crossings and Engineering Branch California Public Utilities Commission 180 Promenade Circle, Suite 115 Sacramento, CA 95834-2939 marvin.kennix@cpuc.ca.gov	Anton Garabetian, P.E., Supervisor Rail Crossings and Engineering Branch California Public Utilities Commission antranig.garabetian@cpuc.ca.gov E-Mail Only
Felix Ko, P.E. Acting Senior Utilities Engineer Rail Crossings and Engineering Branch California Public Utilities Commission felix.ko@cpuc.ca.gov E-Mail Only	Garth Fernandez Department of Transportation 2015 E Shields Avenue #100 Fresno, CA 93726 559-243-8012 garth_fernandez@dot.ca.gov

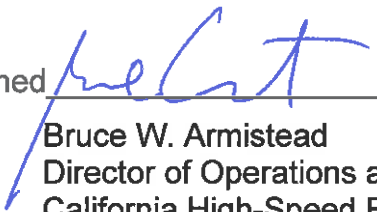
Exhibit G

Verification

I am an officer of the California High-Speed Rail Authority, Applicant herein, and am authorized to make this verification on its behalf. The contents of this document are true of my own knowledge, except as matters that are stated on information or belief, and as to those matters, I believe them to be true.

Dated this 23 day of MAY, 2016 at Sacramento, California.

Signed



Bruce W. Armistead
Director of Operations and Maintenance
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814
Tel: (916) 324-1541