

**AMENDMENT 2 TO COOPERATIVE AGREEMENT HSR13-54 BETWEEN
CALIFORNIA HIGH-SPEED RAIL AUTHORITY AND COUNTY OF FRESNO**

THIS SECOND AMENDMENT (“**Second Amendment**”) to Cooperative Agreement HSR13-54 between California High-Speed Rail Authority and County of Fresno, entered into and effective on the 1st day of September, 2013 (“**Original Agreement**”), as amended by the Amendment 1 to Cooperative Agreement HSR13-54 between California High-Speed Rail Authority and County of Fresno, dated 6/23/2020 (“**Amendment 1**,” the Original Agreement together with Amendment 1 are the “**Agreement**”), is entered into by and between the California High-Speed Rail Authority, an agency of the State of California, whose principal place of business and mailing address is 770 L Street, Suite 620 MS 2, Sacramento, California 95814, hereinafter referred to as the “**AUTHORITY**”, and the County of Fresno, a Political Subdivision of the State of California, whose principal mailing address is 2220 Tulare Street, 6th Floor, Fresno, CA 93721, hereinafter referred to as the “**LOCAL AGENCY**”.

Pursuant to Appendix C, Section (B)(2), of the Agreement, it is mutually understood and agreed by and between the undersigned contracting Parties to amend the Agreement as follows:

A. Section 2, Definitions, shall be amended as follows:

a. **Section 2.18 Construction Package 1**, shall be added as follows:

“Construction Package 1 refers to construction activities within a certain segment of the Project as more thoroughly described in an agreement that was executed on or about August 16, 2013, by and between Tutor Perini / Zachry / Parsons, a Joint Venture, on the one hand, and the AUTHORITY, on the other hand, for Construction Package 1, and any amendments or change orders thereto, is hereby incorporated by reference.” AUTHORITY shall provide a complete copy of such agreement to LOCAL AGENCY not later than the date that the parties execute this Second Amendment.

b. **Section 2.19 Construction Package 2-3**, shall be added as follows:

“Construction Package 2-3 refers to construction activities within a certain segment of the Project as more thoroughly described in an agreement that was executed on or about June 10, 2015, by and between Dragados USA, Inc. and Flatiron West, Inc., on the one hand, and the AUTHORITY, on the other hand, for Construction Package 2-3, and any amendments or change orders thereto, is hereby incorporated by reference.” AUTHORITY shall provide a complete copy of such agreement to LOCAL AGENCY not later than the date that the parties execute this Second Amendment.

B. Section 6.1, Authority’s Contractor Performs Work, third paragraph only, shall be deleted and replaced with the following:

“AUTHORITY shall cause AUTHORITY’S CONTRACTOR to diligently undertake, or cause to be undertaken, the FACILITY WORK as specified in the TASK ORDER and/or the permit issued by the LOCAL AGENCY for that specific FACILITY WORK. The schedule and/or timeline for performance of the FACILITY WORK and the closure and reopening by AUTHORITY’S CONTRACTOR of local roads relating to such FACILITY WORK shall be set forth in an appropriate TASK ORDER and/or the permit issued by the LOCAL AGENCY for that specific FACILITY WORK. The AUTHORITY shall, and the AUTHORITY shall cause the AUTHORITY’S CONTRACTOR to, be responsible to reimburse the LOCAL AGENCY for costs incurred by the LOCAL AGENCY caused by delays in completing the FACILITY WORK in accordance with the schedule and/or timeline specified in the TASK ORDER and/or the permit issued by the LOCAL AGENCY for that specific FACILITY WORK. Such reimbursement shall be in addition to the amount of the Road Remediation Agreement amount payable to the LOCAL AGENCY under Appendix D, Section 2(B) hereof. The costs of delays may be predetermined in the form of liquidated damages in the TASK ORDER and/or the permit issued by the LOCAL AGENCY for such FACILITY WORK.”

C. Appendix D, Local Agency Special Conditions, shall be amended as follows:

- a. **Section 2, Existing Conditions,** shall be deleted and replaced in its entirety with the following:

- A. The PARTIES acknowledge degradation of the LOCAL AGENCY’S FACILITIES (i.e., roads) as a result of the AUTHORITY and the AUTHORITY’S CONTRACTOR’S detour and haul routes for the PROJECT and/or FACILITY WORK. The PARTIES agree to the following:

The AUTHORITY shall pay LOCAL AGENCY a Road Remediation Agreement amount in the total sum of \$3,700,000.00 (Three Million Seven Hundred Thousand Dollars). Said payment shall be due and paid by AUTHORITY to LOCAL AGENCY upon execution of this Second Amendment by the parties. In consideration of this payment, the LOCAL AGENCY will relieve the AUTHORITY and the AUTHORITY’S CONTRACTOR from remediation and/or repair to the LOCAL AGENCY’S FACILITIES.

- b. **Section 3, Schedule,** shall be deleted and replaced in its entirety with the following:

AUTHORITY shall cause AUTHORITY’S CONTRACTOR to diligently undertake, or cause to be undertaken the FACILITY WORK as specified in the TASK ORDER and/or the permit issued by the LOCAL AGENCY for that specific FACILITY WORK. The schedule and/or timeline for performance of the FACILITY WORK and the closure and reopening by AUTHORITY’S CONTRACTOR of local roads relating to such FACILITY WORK shall be set forth in an appropriate TASK ORDER and/or the permit issued by the LOCAL AGENCY for that specific FACILITY WORK. The AUTHORITY and the AUTHORITY’S CONTRACTOR also will be responsible to reimburse the LOCAL AGENCY for costs incurred by the LOCAL AGENCY caused

by delays in completing the FACILITY WORK in accordance with the schedule and/or timeline specified in the TASK ORDER and/or the permit issued by the LOCAL AGENCY for that specific FACILITY WORK. Such reimbursement shall be in addition to the amount of the Road Remediation Agreement amount payable to the LOCAL AGENCY under Appendix D, Section 2(B) hereof. The costs of delays may be predetermined in the form of liquidated damages in the TASK ORDER and/or the permit issued by the LOCAL AGENCY for such FACILITY WORK. The costs of such delays are not part of the amount constituting the Road Remediation Agreement amount.

D. All other terms and conditions as stated in the Agreement shall remain the same and shall be unaffected by this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the last date written below.

Authority:

Ian Choudri
Chief Executive Officer

Date

COUNTY OF FRESNO

Ernest "Buddy" Mendes
Chairman of the Board of Supervisors of the
County of Fresno

Date

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:

Fund: 0010
Subclass: 11000
Org: 4510
Account: 4375