

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER

HSR16-26

REGISTRATION NUMBER

AMENDMENT NUMBER

1

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

California High-Speed Rail Authority

CONTRACTOR'S NAME

City of Fullerton

2. The term of this

Agreement is: November 21, 2016 through January 31, 2021

3. The maximum amount of this \$75,000.00

Agreement after this amendment is: Seventy-Five Thousand Dollars and Zero Cents

4. 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:

1. STD. 213, Section 2 is amended to extend the term and shall read as follows:

"The term of this Agreement is November 21, 2016 through January 31, 2021"

STD. 213A, Section 4 is continued on the following pages.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Fullerton

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Meg McWade, Public Works Director

ADDRESS

303 W. Commonwealth Avenue
Fullerton, CA 92832**STATE OF CALIFORNIA**

AGENCY NAME

California High-Speed Rail Authority

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jeannie Jones, Chief Administrative Officer

ADDRESS

770 L Street, Suite 620, MS 7, Sacramento, CA 95814

CALIFORNIA
Department of General Services
Use Only☒ Exempt per: PUC section 185036

2. Exhibit A, Scope of Work, Section 1. Background and Purpose, subsection C. is replaced in its entirety and shall read as follows:

C. All inquiries regarding this Agreement will be directed to the project representatives identified below:

Authority	Contractor:
Contract Manager: Shahin Pourvahidi	Project Manager: Meg McWade
Address: 770 L Street Suite 620, MS 2 Sacramento, CA 95814	Address: 303 W. Commonwealth Avenue Fullerton, CA 92832
Phone: (916) 384-0564	Phone: (714) 738-6723
e-mail: shahin.pourvahidi@hsr.ca.gov	e-mail: mmcwade@cityoffullerton.com

The Contract Manager may be changed without amendment with written notification.

3. Exhibit A, Scope of Work, Section 2. Tasks, Deliverables, and Schedule, subsection B. is replaced in its entirety and shall read as follows:

B. The Contractor will be reimbursed for its actual, direct, and necessary expenses in its performance of the following:

	Task	Description	Deliverable	Schedule
1.	Technical/Engineering Review Support	Staff time to review technical/preliminary engineering documents.	Comments on technical/preliminary engineering documents.	Through January 31, 2021
2.	Technical/Engineering Review Support	Staff time for identifying conflicts.	Report identifying any conflicts.	Through January 31, 2021
3.	Technical/Engineering Review Support	Staff time for coordination with the Authority and its representatives	Participation in coordination activities	Through January 31, 2021
4.	Agreement Development	Staff time for master agreement development.	Participation in meetings and review of draft contract and other documents	Through January 31, 2021
5.	Agreement Development	Staff time for task order/utility agreement development template.	Participation in meetings and review of draft contract and other documents.	Through January 31, 2021
6.	Agreement Development	Staff time for right-of-way transfer agreement development.	Participation in meetings and review of draft contract and other documents.	Through January 31, 2021
7.	Agreement Development	Staff time for grade separation agreement development	Participation in meetings and review of draft contract and other documents.	Through January 31, 2021
8.	Agreement Development	Staff time for ownership and maintenance agreement development.	Participation in meetings and review of draft contract and other documents.	Through January 31, 2021
9.	Agreement Development	Attorney time for legal review, as specified in the Notice to Proceed by the Authority.	Legal review of documents and meeting with Authority attorneys.	Through January 31, 2021

	Task	Description	Deliverable	Schedule
10.	Agreement Development	Staff and attorney time for preparation of City Council's materials and reports.	Materials and reports for City Council.	Through January 31, 2021
11.	Right-of-Way Support	Staff time for property rights research.	Reports detailing property rights.	Through January 31, 2021
12.	Right-of-Way Support	Staff and attorney time for abandonment, vacation, or legal transfer of right-of-way; attorney time to be specified in the Notice to Proceed by Authority.	Abandonment, vacation, or legal transfer of right-of-way and supporting documentation.	Through January 31, 2021
13.	Right-of-Way Support	Staff and attorney time for preparation of Board of Directors materials and reports.	Presentations to Board of directors, if any.	Through January 31, 2021

The Contractor staff and attorney time will be reimbursed at the hourly rates set forth in the Rate Sheet, Attachment 1. The Contractor acknowledges that "staff time" does not include time for subcontractors or vendors. Subcontractor, vendors, and attorney time shall only be reimbursed if specifically included above and in the Rate Sheet, Attachment 1. Authority will not reimburse for attorney time unless it was first specified in a Notice to Proceed.

4. Exhibit B, Budget Detail and Payment Provisions, Section 2. Compensation, Invoicing, and Payment, subsection D. is replaced in its entirety and shall read as follows:

D. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, the Authority shall reimburse the Contractor for actual costs incurred. Provide one paper original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:

Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814

accountspayable@hsr.ca.gov

(1 original and 2 copies)

AND

The Contractor shall also submit (electronically) one additional copy of the invoice in Comma Separated Values (CSV) format and supporting documentation to the Authority's Contract Manager or designee at the email address identified in Exhibit A, Scope of Work, Section 1, subsection C.

5. Exhibit C, Section 1. General Terms and Conditions is replaced in its entirety and shall read as follows:

EXHIBIT C: GENERAL TERMS AND CONDITIONS

GTC 04/2017

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 04/2017, is not included in the standard agreement package. As indicated on the STD. 213, a copy of Exhibit C can be found at the internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If you do not have internet access, or otherwise cannot access the GTC 04/2017, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS 3
Sacramento, California 95814

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ATTACHMENT 1

RATE SHEET

Personal Services	
Position and Title	\$/Hour
Staff - Public Works Director	\$ 160.61
Staff – Principal Civil Engineer	\$ 107.66
Staff – Planning Manager	\$ 103.01
Staff – Senior Civil Engineer	\$ 87.89
Staff – Real Property Agent	\$ 80.47
Staff – Traffic Engineering Analyst	\$ 68.68
Staff – Public Works Analyst	\$ 68.48
Staff – Water Technical Design Specialist	\$ 53.87
Staff – Engineering Aid III	\$ 47.67
Staff – Secretary	\$ 39.76