

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 4 Pages

AGREEMENT NUMBER HSR16-23	AMENDMENT NUMBER 1
REGISTRATION NUMBER	



- This Agreement is entered into between the State Agency and City named below:
STATE AGENCY'S NAME
California High-Speed Rail Authority
CITY'S NAME
City of San Jose
- The term of this Agreement is **10/17/2016** through **6/30/2018**
- The maximum amount of this Agreement after this amendment is: **\$869,688.22**
Eight hundred sixty-nine thousand, six hundred eighty-eight dollars and twenty-two cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to increase the contract value, amend CITY rates, modify the deliverable schedule, and to permit CITY to subcontract work, as specified in this amendment.

The entirety of the amendment is attached 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.

CITY		CALIFORNIA Department of General Services Use Only
CITY'S NAME (If other than an individual, state whether a corporation, partnership, etc.) City of San Jose		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Toni Taber, City Clerk		
ADDRESS Office of the City Clerk, 200 E. Santa Clara Street, San Jose, CA 95113		
STATE OF CALIFORNIA		
AGENCY NAME California High-Speed Rail Authority		<input checked="" type="checkbox"/> Exempt per: Public Utilities Code Section 185036
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jon Tapping, Acting Chief Operating Officer		
ADDRESS 770 L Street, Suite 620 MS 1, Sacramento, CA 95814		

A. On the STD 213, Line 3: Change the contract amount from \$270,000.00 to \$869,688.22. This amendment increases the contract value by \$599,688.22.

B. Exhibit A, Section 2(B): Replace the table in this section in its entirety with the following table:

	<u>Task</u>	<u>Description</u>	<u>Deliverable</u>	<u>Schedule</u>
1.	Technical/Engineering Review Support	Staff and subcontractor time to review technical/preliminary engineering documents submitted by Authority.	Comments on technical/preliminary engineering documents.	Through expiration or termination of the Agreement
2.	Technical/Engineering Review Support	Staff and subcontractor time for identifying existing conflicts with the local and regional transportation network (to include, but not limited to, trails, bike and pedestrian facilities) and other public infrastructure to include, but limited to, parks, libraries and fire stations.	Report identifying any conflicts.	Through expiration or termination of the Agreement
3.	Technical/Engineering Review Support	Staff and subcontractor time for coordination with the Authority and its representatives.	Participation in coordination activities.	Through expiration or termination of the Agreement
4.	Technical/Land Use Review Support to include Historic Preservation	Staff and subcontractor time for coordination with the Authority on changes, modifications and/or conflicts with existing, designated and/or planned land uses identified in the CITY's 2040 General Plan.	Participation in coordination activities.	Through expiration or termination of the Agreement
5.	Agreement Development	Staff time for cooperative/master agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
6.	Agreement Development	Staff time for task order/utility agreement template review.	Participation in meetings and review of draft contract and other documents related to city infrastructure modifications.	Through expiration or termination of the Agreement

	<u>Task</u>	<u>Description</u>	<u>Deliverable</u>	<u>Schedule</u>
7.	Agreement Development	Staff time for right-of-way transfer agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
8.	Agreement Development	Staff time for grade separation agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
9.	Agreement Development	Staff time for ownership and maintenance agreement review.	Participation in meetings and review of draft contract and other documents.	Through expiration or termination of the Agreement
10.	Agreement Development	Attorney time for legal review.	Legal review of documents and meeting with Authority attorneys.	Through expiration or termination of the Agreement
11.	Agreement Development	Staff, subcontractor, and attorney time for preparation of City Council and Committee materials and reports.	Materials and reports for City Council and/or Committee.	Through expiration or termination of the Agreement
12.	Right-of-way Support	Staff time for property rights research.	Reports detailing property rights.	Through expiration or termination of the Agreement
13.	Right-of-way Support	Staff and attorney time for abandonment, vacation, or legal transfer of right-of-way.	Abandonment, vacation, or legal transfer of right-of-way and supporting documentation.	Through expiration or termination of the Agreement
14.	Right-of-way Support	Staff and attorney time for preparation of City Council and Committee materials and reports.	Presentations to City Council and/or Committee, if any.	Through expiration or termination of the Agreement

C. Exhibit A, Section 2(B): Replace the entire paragraph with the following:

“City staff and attorney time will be reimbursed at the hourly rates set forth in Attachment 1 – Budget. City acknowledges that “staff time” does not include time for subcontractors, vendors, and outside counsel.”

D. Attachment 1 Budget: Replace entire table in this section with the following table

Position and Title	\$/Hour	Fringe \$/Hr	Overhead \$/Hr	Fully Burdened \$/Hr
Director	115.07	117.37	47.33	\$ 279.77
City Clerk	93.23	95.09	38.35	\$ 226.67
Assistant Director	100.32	102.33	41.26	\$ 243.91
Deputy Director	87.54	89.29	36.01	\$ 212.84
Division Manager	70.51	71.92	29.00	\$ 184.29
Principle Engineer	75.80	77.31	31.18	\$ 176.59
Deputy City Attorney	71.27	72.70	29.31	\$ 173.28
Administrative Officer	66.76	68.10	27.46	\$ 162.31
Senior Engineer	66.46	67.79	27.33	\$ 161.58
Senior Transportation Specialist	63.88	66.16	26.27	\$ 155.31
Planner IV	57.92	59.08	23.82	\$ 140.82
Associate Engineer	55.35	56.46	22.77	\$ 134.57
Senior Analyst	50.01	51.01	20.57	\$ 121.81
Real Property Agent II	45.62	46.53	18.76	\$ 110.92
Analyst I/II	42.81	43.66	17.61	\$ 104.08

E. Exhibit B, Budget Detail and Payment Provisions, Section 2 Compensation, Invoicing, and Payment replace the entire section with the following:

C. “Invoices shall include the Agreement Number, date prepared, and billing period, actual hours worked (by individual name and position), actual costs for salaries (by position), and fringe, overhead and other direct costs. CITY shall reimburse all subcontractors with the same payment structure”

F. Exhibit D, Special Terms and Conditions, Section 3 Subcontracting replace the entire section with the following:

“A. Upon prior approval of the Authority, CITY may subcontract a portion of the Work. . Any substitution or addition of a subcontractor shall be approved in writing by the Authority’s Contract Manager prior to such substituted or added subcontractor performing work. A request for substitution or addition must be in writing, on CITY’s letterhead, and identify the position and rate that is added or removed. Unless specifically noted otherwise, any subcontract in excess of \$25,000 shall contain all the applicable provisions stipulated in this Agreement.

- B. This Agreement shall not create a contractual relationship between the Authority and any approved subcontractor. A subcontract shall not relieve the CITY of performance of its duties hereunder. CITY shall be responsible for any and all acts and omissions of its subcontractors and their employees in the performance of services under this Agreement.
- C. CITY's obligation to pay its subcontractors is independent of the Authority's obligation to pay the CITY."

APPROVED AS TO FORM:
Richard Doyle, City Attorney

By: _____
Name: _____
Title: _____

DRAFT