



May 7, 2019

BOARD MEMBERS

Lenny Mendonca

CHAIR

Thomas Richards

VICE CHAIR

Ernest M. Camacho

Daniel Curtin

Bonnie Lowenthal

Nancy Miller

Lynn Schenk

EX-OFFICIO

BOARD MEMBERS

Honorable

Dr. Joaquin Arambula

Honorable Jim Beall

Brian P. Kelly

CHIEF EXECUTIVE OFFICER

Maryam Babaki  
Project Manager  
2535 Commerce Way  
Commerce, CA 90040

Dear Ms. Babaki:

Enclosed is Agreement HSR15-194, Amendment 1 with the California High-Speed Rail Authority. The original and all copies of the Amendment must be individually signed and dated in blue ink where indicated in the lower left-hand corner above the name of the Contractor.

**Please complete the following and return by mail and via email to Lindsey Eagle, California High-Speed Rail Authority, 770 L Street, Suite 620, MS 7, Sacramento, CA 95814 and to [Lindsey.Eagle@hsr.ca.gov](mailto:Lindsey.Eagle@hsr.ca.gov).**

**Standard Agreement Amendment (STD. 213A):** Sign the three pages of the Standard Agreement Amendment (STD. 213A) and return for further processing.

All copies of the signed Amendment must be returned to this office upon execution. If you feel that the signed Amendment will be received after **Tuesday, May 21, 2019** then please do not hesitate to contact me.

The Amendment cannot be considered binding on either party until approved by appropriate authorized State agencies. Services should not be extended prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Once the Amendment has been approved, a copy of the fully approved Amendment will be returned to you.

Thank you for your expeditious handling of this Amendment.

Sincerely,

Lindsey Eagle  
Contracts Analyst  
(916) 431-2926

Enclosures: (3) STD. 213A Standard Agreement Amendments

GAVIN NEWSOM  
GOVERNOR



**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 Pages

AGREEMENT NUMBER

**HSR15-194**

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 Commerce

2. The term of this

Agreement is: July 18, 2016 through January 21, 2021

3. The maximum amount of this
- \$400,000.00

Agreement after this amendment is: Four Hundred 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 July 18, 2016 through January 31, 2021"

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

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 Commerce

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

John Soria, Mayor

ADDRESS

2535 Commerce Way, Commerce, CA 90040**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 1, Sacramento, CA 95814**CALIFORNIA**  
Department of General Services  
Use Only☒ Exempt per: PUC 185036

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

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

AUTHORITY	CONTRACTOR
Contract Manager: Shahin Pourvahidi	Project Manager: Maryam Babaki
Address: 770 L Street, Suite 620, MS 2 Sacramento, CA 95814	Address: 2535 Commerce Way Commerce, CA 90040
Phone: (916) 384-0564	Phone: (323) 722-4805 x 4451
Email: <a href="mailto:Shahin.Pourvahidi@hsr.ca.gov">Shahin.Pourvahidi@hsr.ca.gov</a>	Email: <a href="mailto:mbabaki@ci.commerce.ca.us">mbabaki@ci.commerce.ca.us</a>

The Contract Managers may be changed without amendment and with written notification to the other party.”

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

“B. 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 expiration or termination of the Agreement.
2.	Technical/Engineering Review Support	Staff time for identifying existing conflicts.	Report identifying any conflicts.	Through expiration or termination of the Agreement.
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Contractor staff and attorney time will be reimbursed at the hourly rates set forth in Attachment 1 – Rate Sheet. Contractor acknowledges that “staff time” does not include time for subcontractors, vendors, and outside counsel. Subcontractor, vendors, and attorney time shall be reimbursed if specifically included above and in Attachment 1 – Rate Sheet.”

4. Exhibit B, Budget Detail and Payment Provisions, Section 2, Compensation, Invoicing and Payment, Subsection C, is amended and shall read as follows:

“C. 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. Contractor shall provide 1 original and 2 copies, as set forth below, of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and within 30 days of when services are provided to:

(1 original and 1 copy)  
Financial Office  
California High-Speed Rail Authority  
770 L Street, Suite 620 MS 3  
Sacramento, CA 95814”

One copy of the invoice shall be submitted to the Authority Contract Manager identified in Exhibit A, Section 1C.

5. Attachment 1 – Budget is replaced in its entirety and attached hereto as Attachment 1 – Rate Sheet

# Attachment 1 - Rate Sheet

City of Commerce

HSR15-194

Page 1 of 1

Personal Services		Fringe Benefits	Overhead	Other	Total
Do not include travel or overhead. Include position, title, and rate per hour.		Identify fringe benefit costs citing actual benefits or as a percentage of personal services costs. (if applicable)	Overhead costs are those general expenses incurred during normal course of operating a business. (if applicable)	General and Administrative. (if applicable)	
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City of Commerce Preliminary Budget	\$ 172,000.00	43%
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# Attachment 1 - Rate Sheet

City of Commerce

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Staff - Director of Transportation	\$ 120.00				\$ 120.00
Staff - Deputy Director of Engineering Services	\$ 95.00				\$ 95.00
Staff - Deputy Director of Planning	\$ 90.00				\$ 90.00
Staff - City Planner	\$ 78.00				\$ 78.00
Staff - Administrative Staff	\$ 47.00				\$ 47.00
Staff - City Attorney / Assistant City Attorney	\$ 180.00				\$ 180.00
JMD - Project Manager/PIC (Juan M. Diaz)	\$ 96.53		\$ 151.24	\$ 121.30	\$ 272.54
JMD - Stations (Jack Shah)	\$ 92.28		\$ 144.57	\$ 115.96	\$ 260.53
JMD - Caltrans Interface (Juan Lizarde)	\$ 67.83		\$ 106.26	\$ 85.24	\$ 191.50
JMD - Senior Project Engineer (Ronie Demaala)	\$ 85.23		\$ 133.54	\$ 107.10	\$ 240.64
JMD - QA/QC Manager (Pierre Handl)	\$ 63.65		\$ 99.73	\$ 79.99	\$ 179.72
JMD - Senior Project Engineer (Steve Itagaki)	\$ 61.20		\$ 95.89	\$ 76.91	\$ 172.80
JMD - Design Engineer (Timmy To)	\$ 55.62		\$ 87.14	\$ 69.90	\$ 157.04
JMD - Project Engineer (Ron Stone)	\$ 50.43		\$ 79.01	\$ 63.37	\$ 142.38
JMD - Cost Estimator (Calvin Liu)	\$ 46.35		\$ 72.62	\$ 58.24	\$ 130.86
JMD - Project Engineer (Ivan Salvatierra)	\$ 49.52		\$ 77.59	\$ 62.23	\$ 139.82
JMD - Engineer I (Dustin Padua)	\$ 30.43		\$ 47.66	\$ 38.24	\$ 85.90
JMD - Intern (Greg Andrade)	\$ 28.13		\$ 44.07	\$ 35.35	\$ 79.42
JMD - Engineer I (Alvin Abad)	\$ 27.06		\$ 42.39	\$ 34.21	\$ 76.60
JMD - Clerical (Brittany Lee)	\$ 18.03		\$ 28.23	\$ 22.66	\$ 50.89
Southstar - Senior Engineer (Yvette Kirrin)	\$ 99.51	\$ 33.71	\$ 23.64	\$ 54.46	\$ 211.33
Southstar - Outreach / Partnering / Negotiations (Dennis Green)	\$ 75.00	\$ 25.41	\$ 17.82	\$ 41.05	\$ 159.28
Southstar - Public Outreach (Vanessa Barrientos)	\$ 45.00	\$ 15.25	\$ 10.69	\$ 24.63	\$ 95.57
Southstar - Deputy Task Manager (KOA Traci Gleason)	\$ 100.00	\$ 47.00	\$ 63.00		\$ 210.00
Southstar - HSR EIR/EIS (KOA Edward Graveline)	\$ 100.00	\$ 47.00	\$ 63.00		\$ 210.00

City of Commerce Preliminary Budget	\$ 172,000.00	43%
JMD Preliminary Budget	\$ 80,000.00	20%
Southstar Preliminary Budget	\$ 148,000.00	37%
Requested Preliminary Budget	\$ 400,000.00	