

**AGREEMENT SUMMARY**  
 STD 215 (Rev. 4/2002)

24502855

AGREEMENT NUMBER HSR10-14	AMENDMENT NUMBER 2
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME  
Department of General Services

2. FEDERAL I.D. NUMBER

3. AGENCY TRANSMITTING AGREEMENT  
California High-Speed Rail Authority

4. DIVISION, BUREAU, OR OTHER UNIT  
Office of Procurement & Contracts

5. AGENCY BILLING CODE  
10200

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT  
Elizabeth Stone, 431-2929

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 NO  YES (If YES, enter prior contractor name and Agreement Number) HSR10-14, Dept of General Services

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
 Technical expertise from the Department of General Services

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 The Department of General Services (DGS) will provide the Authority with technical expertise in the form of personal services related to procurement, contracting, architecture, engineering, construction, project management, and any other areas within DGS' capabilities.

10. PAYMENT TERMS (More than one may apply.)  
 MONTHLY FLAT RATE  QUARTERLY  ONE-TIME PAYMENT  PROGRESS PAYMENT  
 ITEMIZED INVOICE  WITHHOLD \_\_\_\_\_ %  ADVANCED PAYMENT NOT TO EXCEED  
 REIMBURSEMENT/REVENUE \$ \_\_\_\_\_ or \_\_\_\_\_ %  
 OTHER (Explain) Work Orders for services satisfactorily rendered.

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Prop 1A	2665-004-6043	10/11	712	2010	\$250,000.00
Prop 1A	2665-004-6043	11/12	33	2011	\$250,000.00
Prop 1A	2665-004-6043	11/12	33	2011	\$550,000.00
Prop 1A	2665-004-6043	12/13	29	2012	\$1,440,401.00

OBJECT CODE 404

AGREEMENT TOTAL \$ 2,490,401.00

OPTIONAL USE Index: 2665 PCA: 10000 AO:99 Project: AD0000

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,440,401.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

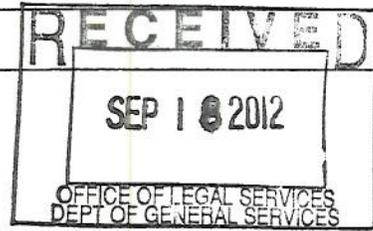
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 1,050,000.000

ACCOUNTING OFFICER'S SIGNATURE  DATE SIGNED 9/13/12

TOTAL AMOUNT ENCUMBERED TO DATE \$2,490,401.00

AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	9/14/10	9/13/11	\$ 500,000.00	Exempt
Amendment No. 1	9/14/10	9/13/12	\$ 550,000.00	Exempt
Amendment No. 2	9/14/10	6/30/13	\$ 1,440,401.00	Exempt
Amendment No. 3			\$	
TOTAL			\$ 2,490,401.00	

(Continue)



## AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

## 13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP)  INVITATION FOR BID (IFB)  USE OF MASTER SERVICE AGREEMENT  
*(Attach justification if secondary method is used)*
- SOLE SOURCE CONTRACT  EXEMPT FROM BIDDING  OTHER (Explain)  
*(Attach STD. 821)* *(Give authority for exempt status)* IAA

NOTE: Proof of advertisement in the State Contracts Register or an approved form  
 STD. 821, Contract Advertising Exemption Request, must be attached

## 14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A

## 15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A

## 16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

## 17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.  Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO  YES  N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO  YES  N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO  YES  NONE ON FILE  N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES  NO  YES  N/A  
 B. STD. 204, VENDOR DATA RECORD  NO  YES  N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO  YES  N/A

## 23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

- NO (Explain below)  YES (If YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: \_\_\_\_\_ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.  
 We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO  YES (Indicate Industry Group)

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

- NO  YES

I certify that all copies of the referenced Agreement will conform to  
 the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE



DATE SIGNED

9.13.12



**Department of General Services**  
**Procurement Division**  
707 Third Street, Second Floor, West Sacramento, CA 95605  
(916) 375-4400 (800) 559-5529

**Broadcast Date: February 18, 2010**

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**TO: Agency Secretaries**  
**Department Directors**  
**Procurement and Contracting Officers (PCO's)**  
**Purchasing Authority Contacts (PAC's)**

**RE: Certification Requirement**

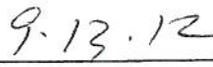
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This is to inform agencies and departments that effective February 11, 2010, no work will be initiated, no documents will be reviewed, and no contracts will be approved by the Department of General Services (DGS) that would result in the expenditure of funds unless the following certification is received in writing and signed by the Agency's Secretary or Department's Director, or their designees.

Department of General Services – HSR10-14, #2

"I certify that this purchase is vital and mission critical for this agency or department.

  
\_\_\_\_\_  
Jeff Morales  
Chief Executive Officer

  
\_\_\_\_\_  
Date

For any request for services or contract documents currently in the possession of DGS, you may provide this certification by an attachment to an email. If you have questions, please contact your DGS representative.

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ Pages

AGREEMENT NUMBER

**HSR10-14 (3151523)**

AMENDMENT NUMBER

**2**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California High-Speed Rail Authority (Authority)

CONTRACTOR'S NAME

Department of General Services (DGS)

2. The term of this

Agreement is 09/14/10 through 06/30/13

3. The maximum amount of this \$2,490,401.00

Agreement after this amendment is: Two Million Four Hundred Ninety Thousand Four Hundred One Dollars

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:

The purpose of this amendment is to extend the contract through June 30, 2013, and augment the budget for an additional amount of \$1,440,401.00, in order for DGS to continue providing technical expertise as set forth in the original agreement.

A. Page 1, paragraph 2 is amended to read:

"The term of this Agreement...through June 30, 2013."

B. Exhibit A, is amended as follows:

"Replace Exhibit A, page 2, with the attached Exhibit A, page 2 dated September 13, 2012.

C. Exhibit B is amended as follows:

"Replace Exhibit B, with the attached pages 1 and 2, dated September 13, 2012.

5. Except as herein amended, 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.)

Department of General Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Esteban Almanza, Chief Deputy Director

ADDRESS

707 Third Street

West Sacramento, CA 95605

**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

Jeff Morales, Chief Executive Officer

ADDRESS

770 L Street, Suite 800, Sacramento, CA 95814

CALIFORNIA  
Department of General Services  
Use Only

APPROVED

SEP 18 2012

DEPT OF GENERAL SERVICES

 Exempt per: SCM 4.04.5.A.

Exhibit A  
Scope of Work

The project representatives and all inquiries during the term of this Agreement will be directed to:

State Agency: California High-Speed Rail Authority	Contractor: Department of General Services
Attention: Wendy Boykins Chief Administrative Officer	Attention: Esteban Almanza Chief Deputy Director
Address: 770 L Street, Suite 800 Sacramento, CA. 95814	Address: 707 Third Street West Sacramento, CA 95605
Phone: (916) 431-2929	Phone: 916-376-5023
Email: wboykins@hsr.ca.gov	Email: esteban.almanza@dgs.ca.gov

Monthly Progress Reports

DGS will:

Provide the Authority with monthly progress reports no later than 15 calendar days after the end of each month. Each report shall summarize all contract activities conducted by each program function, including expenditures to date. Each progress report shall coincide with the invoice period.

EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT: For services satisfactorily rendered, and upon receipt and approval of invoices and supporting documentation, the CHSRA agrees to compensate the DGS as provided herein.

Invoice submittal process is as follows:

- a. DGS shall prepare an invoice in the format to be provided by the CHSRA on a monthly basis in arrears.
- b. Each invoice shall be accompanied by supporting documentation for each person for which activities are billed and in the format to be provided by the CHSRA.
- c. Itemized invoices shall include the Agreement Number and be submitted monthly following the month when services were provided during the contract period to:

California High-Speed Rail Authority  
Financial Operations Section  
770 L Street, Suite 800  
Sacramento, CA 95814

- d. Payments shall be made to DGS for undisputed invoices. An undisputed invoice is an invoice submitted by DGS for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. DGS will be notified via a Dispute Notification Form, within 15 working days of receipt of an invoice, if the Authority disputes the submitted invoice. On any disputed invoice, the Authority shall withhold payment only on that portion of the invoice that is disputed.

2. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CHSRA shall have no liability to pay any funds whatsoever to DGS or to furnish any other considerations under this Agreement and DGS shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CHSRA shall have the option to either cancel this Agreement with no further liability or offer a Contract Amendment to DGS to reflect the reduced amount.

**DGS Cost Estimate for CHSRA Inter-Agency Agreement FY2012-13**

September 13, 2012- September 12, 2013

Program Function	Staff	Estimate of Hours	FY2012-13 Hourly Rate	Amount	Description
<b>A. Real Estate Services</b>					
1. Contracts		0	\$ -	\$ -	No estimate included for FY 2012-13
2. Environmental Planning Services	V. Keisler	96	\$ 121.00	\$ 11,616.00	Environmental due diligence advisory capacity and oversight as requested on behalf of the Public Works Board
3. Real Property Services	M Butler	See Attached	\$ 127.00	\$ 1,079,500.00	PWB Acquisition, Transaction Review, R.E. Due Diligence and Right-of-Way. Assistance in development of RFPs for RE consultants. (Note: Legal support is accounted for in the below line item separately)
4. Project Management Services	K. Kaestner	288	\$ 170.00	\$ 48,960.00	Design-Build Review & Assistance (24 hrs. a month)*
	Various	4160	\$ 170.00	\$ 707,200.00	(2) Project Directors full time, 40 hours per week for project oversight **
<b>B. Office of Legal Services</b>	M Storm	1275	\$ 175.00	\$ 223,125.00	Legal Support
<b>C. Office of Human Resources</b>	B Townsend	1400	\$ 100.00	\$ 140,000.00	C&P Review, Labor Relations, Exams, Pay & Benefits
<b>D. Office of Fiscal Services</b>	J. Brown	N/A	-	\$ 250,000.00	Contracted Fiscal Services (\$62,500 per quarter)
<b>E. Procurement Division</b>	E. Mandell	See Attached	\$ 120.00	\$ 30,000.00	Small Business and DVBE outreach and certification support.
<b>Total</b>				<b>\$ 2,490,401.00</b>	

\*This estimate is subject to be revised depending on the actual hours needed for RFP & RFQ review.

\*\*This is per the discussion in the meeting with DGS on 8/10/12.