



JPB Technology, Operations, Planning, and Safety (TOPS) Committee
Meeting of December 20, 2023

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	DRAFT AGREEMENT IFB 24-J-C-028 MINI-HIGH PLATFORM PROJECT

AGREEMENT BETWEEN THE
Peninsula Corridor Joint Powers Board (AGENCY)
AND
Angotti & Reilly, Inc. (CONTRACTOR)

AGREEMENT SUMMARY²

Board of Directors' Date of Award: January 04, 2024

Resolution Number: 2024-xxx

Effective Date of Agreement: February 01, 2024

Services to be Performed (Section 1): Mini High Platform

Term of Agreement (Section 2): 365 days from the Limited Notice to Proceed.

Contractor's Key Representative

Name: James P. Reilly

Title: President

Email Address: jimreilly@angotti-reilly.com

Phone: (415) 575-3700

Mailing Address: 2200 Jerrold Ave, Suite E, San Francisco, CA 94124

² This summary is provided for convenience only and it qualified by the specific terms and conditions of the Agreement, which will control in the event of any conflict between this summary and the terms of the Agreement.

AGREEMENT

This Agreement is made and entered into by and between, **Angotti & Reilly, Inc.** hereinafter called "CONTRACTOR" and the **Peninsula Corridor Joint Powers Board**, hereinafter called "AGENCY" and collectively referred to as "PARTIES."

The PARTIES agree as follows:

1. SCOPE OF WORK

The CONTRACTOR shall perform all work necessary to complete the contract for the Mini High Platform project in a satisfactory manner. The CONTRACTOR shall furnish and install all materials, equipment, tools, labor, and incidentals necessary to complete the work. In accordance with the component parts of this Agreement, this public works project, Mini High Platform, consists of the following:

1. Install Mini-High Platforms and all associated work at 8 stations (Bay Shore, Burlingame, Hayward Park, Belmont, California Ave., San Antonio, Lawrence Expressway, and Tamien) [base bid]
2. Install concrete wheel stops and all associated work at Hillsdale Station Parking Lot [base bid]
3. Install Mini-High Platforms and all associated work at 5 stations (Capital, Blossom Hill, Morgan Hill, San Martin, and Gilroy) [option #1]

The work is more fully described in the Technical Specifications and Plans contained in the Contract Documents, which are attached and incorporated to this Agreement by reference.

2. TIME OF COMPLETION

After Contract execution, the CONTRACTOR shall begin work as of the effective date of the Limited Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements as defined in SECTION 01001 CONTRACT TIME AND ORDER OF WORK of the Contract Documents.

3. CONTRACT PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the not-to-exceed Grand Total Bid Price of Three Million Five Hundred Twenty-Four Thousand Three Hundred Eighty-Two Dollars (\$3,524,382), plus a 10 percent contingency amount or up to \$250,000, which may be used at the AGENCY's discretion if necessary for unforeseen work only, in accordance with the Contract Documents. The AGENCY will pay the CONTRACTOR at the time and in the manner provided in the Contract Documents.

4. COMPONENT PARTS

This Agreement hereby incorporates all components of the following, collectively referred to as "Contract Documents," including the Notice Inviting Bids, bid specifications, technical specifications, plans, drawings, bid guaranty, performance bond, payment bond and all addenda, attached hereto and incorporated by reference:

- 1 Contract Change Orders
- 2 This Agreement
- 3 Addendum, if any
- 4 The General Requirements (Division 01)
- 5 The Procurement and Contracting Requirements (Division 00)
- 6 Technical Specifications (Divisions 02 through 20 as applicable)
- 7 Contract Drawings
- 8 Bid Forms, as accepted by the AGENCY, Bid security, performance bond, and payment bond
- 9 Supplemental General Conditions

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the AGENCY, at 1250 San Carlos Ave., San Carlos, CA 94070, or at any other address which either party may subsequently designate in writing to the other party.

Insurance Certificates, an original, shall be sent to:

Peninsula Corridor Joint Powers Board
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA 90801
smt.certificates@instracking.com

Preliminary Notices and Stop Payment Notices shall be sent to:

Peninsula Corridor Joint Powers Board
Attn: Andy Kleiber
1250 San Carlos Avenue
San Carlos, CA 94070
KleiberA@caltrain.com

6. GOVERNING LAW

This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

AGENCY: **Peninsula Corridor Joint Powers Board**
Secretary
1250 San Carlos Avenue
San Carlos, CA 94070
(650) 508-6270

CONTRACTOR: **Angotti & Reilly, Inc.**

(Name)
2200 Jerrold Ave, Suite E

(Street Address)
San Francisco, CA 94124

(City, State, Zip)

(415) 575-3700
(Telephone)

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

7. WAIVER

Any waiver of any breach or covenant of this Contract must be in writing, executed by a duly authorized representative of the Party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Contract will not be construed to be a waiver of any succeeding breach or any other covenant, unless specifically and explicitly stated in such waiver.

8. BINDING ON SUCCESSORS

All of the terms, provisions, and conditions of this Contract are binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

9. ENTIRE AGREEMENT/MODIFICATION

This Contract, including all Exhibits, constitute the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both the CONTRACTOR and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

Peninsula Corridor Joint Powers Board

Angotti & Reilly, Inc.³

Print name: Michelle Bouchard

Print name: _____

Title: Executive Director

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ATTEST By: _____

Print name: _____

Dora Seamans
Agency Secretary

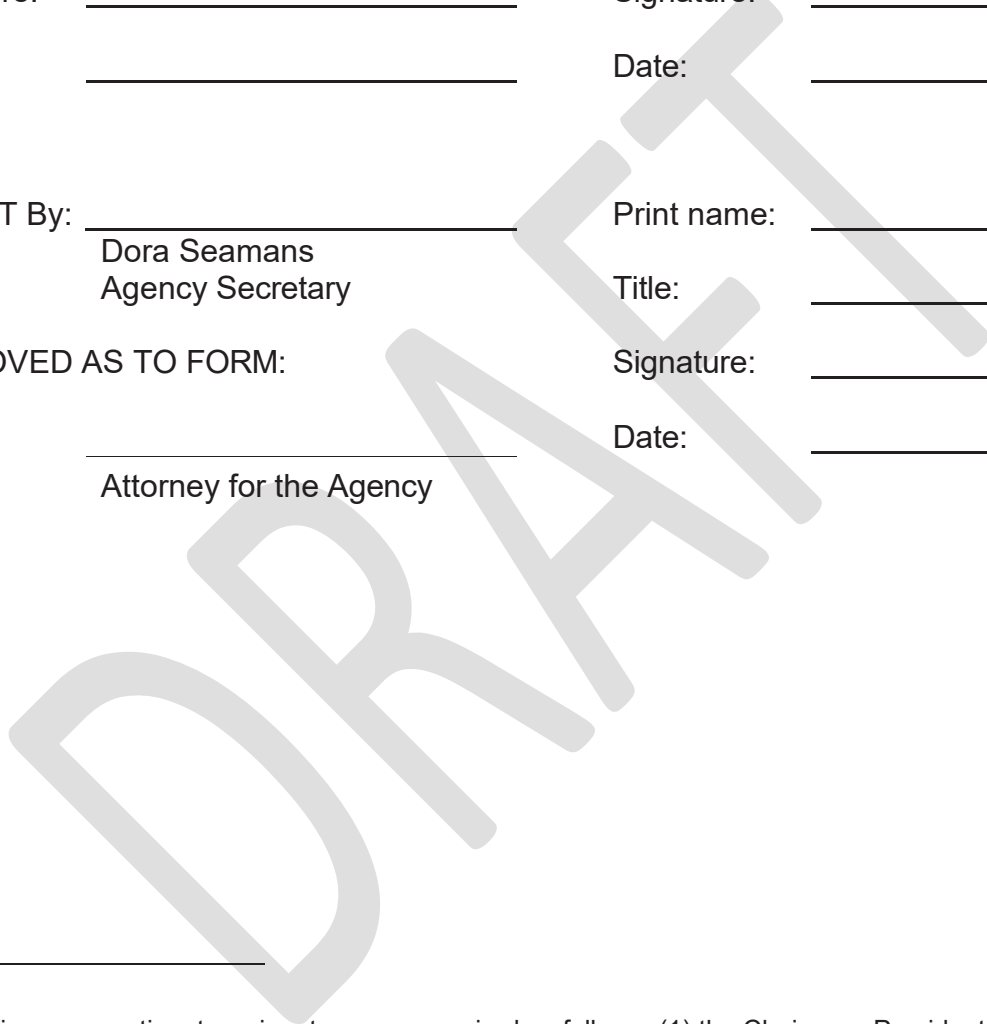
Title: _____

APPROVED AS TO FORM:

Signature: _____

Date: _____

Attorney for the Agency



³ If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the Agency is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).