



JPB Finance Committee
Meeting of February 26, 2024

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	AMENDMENT 2 TO CONTRACT [NUMBER] ON-CALL RAILROAD TRANSPORTATION PLANNING AND CONSULTANT SUPPORT SERVICES



BOARD OF DIRECTORS 2024

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**AMENDMENT 2
TO
CONTRACT [NUMBER]
ON-CALL RAILROAD TRANSPORTATION PLANNING AND CONSULTANT
SUPPORT SERVICES
CONSULTANT: [NAME]**

THIS SECOND AMENDMENT modifies the Agreement for providing On-Call Railroad Transportation Planning and Consultant Support Services (Agreement), effective July 1, 2020, by and between the Peninsula Corridor Joint Powers Board (JPB) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and [NAME] (CONSULTANT), located at [ADDRESS].

WHEREAS, pursuant to Resolution 2020-18, the JPB awarded a Contract to a pool of consultant firms, including CONSULTANT, to provide the JPB with On-Call Railroad Transportation Planning and Consultant Support Services for a five-year base term and up to two additional, one-year option terms; and

WHEREAS, pursuant to Resolution 2023-26, the JPB executed an amendment on June 21, 2023, that increased the five-year base term not-to-exceed amount by \$10,000,000, from \$25,000,000 to a maximum aggregate amount of \$35,000,000 to be shared as a pool for authorized tasks amongst the consultant firms; and

WHEREAS, pursuant to Resolution 2024-XX, the JPB now desires to 1) exercise both options early (on July 1, 2024, rather than July 1, 2025, and July 1, 2026), to access the additional \$10 million in capacity remaining on the options before the current option period; 2) Extend the contract duration through December 31, 2025; and 3) increase the not-to-exceed contract capacity amount by \$7,500,000, from \$35,000,000 to \$42,500,000 (for a total of \$52,500,000 with the options), and to be shared as a pool for authorized tasks amongst the consultant firms.

THEREFORE, the Agreement is hereby amended as follows:

1. Section 5 of the Agreement, Compensation, is hereby amended to increase the five-year base term not-to-exceed amount by \$7,500,000, from \$35,000,000 to a maximum aggregate amount of \$42,500,000.

Specifically, paragraph 3 of Section 5.1, General, is deleted and replaced in its entirety with the following language:

There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract is an aggregate not-to-exceed amount of Forty-Two Million Five Hundred Thousand Dollars (\$42,500,000) plus a ten percent (10%) contingency which may be used at the AGENCY'S discretion if necessary for unforeseen work only. If the AGENCY exercises the options described in Section 3 of the Agreement, the aggregate not-to-exceed amount will increase to Fifty-Two Million Five Hundred Thousand Dollars (\$52,500,000) plus a ten percent (10%) contingency. The AGENCY will pay the CONSULTANT in accordance with Section 6. This total amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT.

2. Section 3 of the Agreement, Term of the Agreement, is hereby amended to extend the contract duration through December 31, 2025, and to change the date for the exercise of the two one-year options to July 1, 2024, thereby allowing AGENCY to access the additional \$10 million in capacity remaining on the options before the current option period.

Specifically, paragraph 1 of Section 3, Term of Agreement, is deleted and replaced in its entirety with the following language:

The term of this Agreement will be for a five-year term commencing July 1, 2020, and ending December 31, 2025, with up to two additional one-year option terms commencing July 1, 2024, and running concurrently through June 30, 2025. The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this agreement, and perform all work, if an equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

Except for those changes expressly specified in this Second Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

PENINSULA CORRIDOR JOINT POWERS BOARD
1250 San Carlos Ave – P.O. Box 3006
San Carlos, CA 94070-1306 (650) 508-6269

**PENINSULA CORRIDOR JOINT
POWERS BOARD**

[NAME]

Signature:

Signature:

Print: Michelle Bouchard

Print: [NAME]

Title: Executive Director

Title: [TITLE]

ATTEST:

Signature:

By:

Print: [NAME]

Dora Seamans
JPB Secretary

Title: [TITLE]

APPROVED AS TO FORM:

By:

James Harrison
Attorney for the JPB