

THIRD AMENDMENT TO SUB-UTILITY AGREEMENTS 1.01-1.09

This Third Amendment to Sub-Utility Agreements 1.01 through 1.09, inclusive, entered into by and between the County of Tulare (“Local Agency”), and the California High-Speed Rail Authority (“Authority”), and effective on ____ of _____, 2018, is as follows:

WHEREAS, the Authority’s Contractor, Dragados/Flatiron Joint Venture, and the Authority entered into a Design-Build Contract, HSR 13-57, with an effective date of June 10th, 2015, for the design and construction of a portion of the High-Speed Rail Project (“HSR Project”); and

WHEREAS, the Local Agency and the Authority are Parties to that certain Cooperative Agreement, HSR 14-43; and

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the Parties have entered into a Utility Agreement No. 1 (Tulare County Agreement No. 27431); and

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the Parties have entered into Sub-Utility Agreements 1.01-1.09 (Tulare County Agreement No. 27432); and

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the Parties have entered into First Amendment to Sub-Utility Agreements 1.01-1.09 (Tulare County Agreement No. 27432-A); and

WHEREAS, pursuant to the Design-Build Contract and the Cooperative Agreement, the Parties have entered into Second Amendment to Sub-Utility Agreements 1.01-1.09 (Tulare County Agreement No. 27432-B); and

WHEREAS, this Third Amendment to Sub-Utility Agreements 1.01-1.09 adopts and incorporates the provisions of Cooperative Agreement HSR 14-43 and Utility Agreement No. 1; and

WHEREAS, except as provided herein, all other provisions of Tulare County Agreement No. 27432, 27432-A, and 27432-B remain unchanged and in full effect;

NOW AND THEREFORE, in consideration of the agreements contained herein, the Parties agree as follows:

RECITALS INCORPORATED

The recitals to this Third Amendment to Sub-Utility Agreements 1.01-1.09 are fully incorporated into and are integral parts of these Sub-Utility Agreements.

SUB-UTILITY AGREEMENT 1.01

All portions of Sub-Utility Agreement 1.01 will remain unchanged.

SUB-UTILITY AGREEMENT 1.02

The third paragraph shall be modified as follows:

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“The Authority's Contractor will complete the Facility Work for this Sub-Utility Agreement 1.02 within forty-eight (48) months from execution of the original Sub-Utility Agreement 1.02.”

All other portions of Sub-Utility Agreement 1.02 will remain unchanged.

SUB-UTILITY AGREEMENT 1.03

The third paragraph shall be modified as follows:

“The Authority's Contractor will complete the Facility Work for items 10 and 11 identified in Attachment C to Utility Agreement No. 1 within forty-eight (48) months from execution of the original Sub-Utility Agreement 1.03; however, the bridge structure(s) required over the existing Kings County Canal for item 10 below will be completed within four (4) years from execution of the original Sub-Utility Agreement 1.03.”

All other portions of Sub-Utility Agreement 1.03 will remain unchanged.

SUB-UTILITY AGREEMENT 1.04

The third paragraph shall be modified as follows:

“The Authority's Contractor will complete the Facility Work for item 1 as identified in Attachment C to Utility Agreement No. 1 within forty-eight (48) months from execution of the original Sub-Utility Agreement 1.04.”

All other portions of Sub-Utility Agreement 1.04 will remain unchanged.

SUB-UTILITY AGREEMENT 1.05

The third paragraph shall be modified as follows:

“The Authority's Contractor will complete the Facility Work for items 3, 4 and 5 in this Sub-Utility Agreement 1.05 within forty-eight (48) months from execution of the original Sub-Utility Agreement 1.05.”

All other portions of Sub-Utility Agreement 1.05 will remain unchanged.

SUB-UTILITY AGREEMENT 1.06

All portions of Sub-Utility Agreement 1.06 will remain unchanged.

SUB-UTILITY AGREEMENT 1.07

The third paragraph shall be modified as follows:

“The Authority's Contractor will complete the Facility Work for items 12, 13, 14 and 15 in this Sub-Utility Agreement 1.07 within forty-eight (48) months from execution of the original Sub-Utility Agreement 1.07.”

All other portions of Sub-Utility Agreement 1.07 will remain unchanged.

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SUB-UTILITY AGREEMENT 1.08

All portions of Sub-Utility Agreement 1.08 will remain unchanged.

SUB-UTILITY AGREEMENT 1.09

All portions of Sub-Utility Agreement 1.09 will remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officials duly authorized.

COUNTY OF TULARE (Local Agency)


By:

Steve Worthley
Chairman, Tulare County Board of Supervisors

Date

Approved as to Form:

By:

 10/15/18

Matthew Wang
Deputy County Counsel
(Matter No. 20181644)

CALIFORNIA HIGH-SPEED RAIL AUTHORITY (Authority)

By:

Alberto Lopez
CP 2-3 Design and Construction Manager

Date