

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. _____

This Program Supplement is made and entered into on _____, by and between the County of Tulare (SPONSOR) and the Tulare County Association of Governments, acting as the Local Transportation AUTHORITY (AUTHORITY).

This Program Supplement hereby incorporates the "Measure R Cooperative Agreement" for Measure R Expenditures which was entered into between the SPONSOR and AUTHORITY on May 22, 2007 and is subject to all terms and conditions thereof.

This Program Supplement is executed under authority of Resolution No. _____, dated _____.

This Program Supplement is sought in order to fund the preliminary engineering, environmental clearance and right-of-way engineering / acquisition phases of the Avenue 256 & Road 204 Signalization and Rehabilitation Project. The project cost to the Authority for this Program Supplement agreement is not to exceed \$125,000.

Project scope, costs and schedule are incorporated herein as Attachment "A" and agreed upon by Sponsor and Authority for Project: Avenue 256 & Road 204 Signalization and Rehabilitation Project.

Covenants of SPONSOR

- 1.1 This Program Supplemental agrees that it will only proceed with work authorized for specific phase(s) with written "Authorization to Proceed" or AUTHORITY action and will not proceed with future phase(s) of this project(s) prior to receiving a written "Authorization to Proceed" or AUTHORITY Action.
- 1.2 The SPONSOR will advertise, award, and administer the project(s) in accordance with SPONSOR standards.
- 1.3 Award information shall be submitted by the SPONSOR to the AUTHORITY with 60 days after the project contract award.
- 1.4 Failure to submit award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase.
- 1.5 If no costs have been invoiced for a six month period, SPONSOR agrees to submit for each phase a written explanation of the absence of project(s) activity along with target billing date and target billing amount.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

Tulare County Association of
Governments/Local Transportation Authority

ATTEST: Secretary/Clerk
Tulare County Association of
Government/Local Transportation
Authority

By: _____
Executive Director

By: _____

COUNTY OF TULARE

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk
of the Board of Supervisors

By: _____
Chairman
Tulare County Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM
COUNTY COUNSEL

By:  _____ 219316 2/19/19
Deputy

Tulare County Agreement No. _____

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Attachment A

Project Name: Avenue 256 & Road 204 Signalization and Rehabilitation Project

Project Scope

The scope of work for this Program Supplement include preliminary engineering, environmental clearance and right-of-way acquisition (including right-of-way engineering) for the Avenue 256 & Road 204 Signalization and Rehabilitation Project. This project is comprised of the signalization of the Avenue 256 and Road 204 intersection. Additional road improvements include the rehabilitation of Road 204 between Avenue 256 and Avenue 264 (north of the railroad tracks).

Preliminary Project Schedule

Preliminary Engineering:	March 2019 – February 2021
Environmental Clearance:	August 2019 – February 2020
Right-of-Way Support / Acquisition:	December 2019 – December 2020
Utility Relocation:	June 2020 – December 2021
Construction / Construction Engineering:	March 2022 – August 2022

Estimate Budget¹:

Preliminary Engineering:	\$	120,000
Environmental Clearance:	\$	15,000
Right-of-Way Support / Acquisition:	\$	240,000
Total	\$	375,000

Funding Source:

Local Funds:	\$	250,000
Measure R:	\$	125,000
Total	\$	375,000

¹ Budgets are approximate, and funding under this Program Supplement agreement will be interchangeable between preliminary engineering, environmental clearance and right-of-way engineering / acquisition phases of the project. Total project cost to AUTHORITY under this Program Supplement agreement shall not exceed \$125,000.

² Utility Relocation is required for the project. It shall be the responsibility of SPONSOR to determine if the utility poles to be relocated are within SPONSOR'S Franchise Agreement with Southern California Edison. Should funding be necessary for the relocation of the utility poles, a separate Program Supplement will be required to authorize funding for the Utility Relocation phase of the project.

³ The estimated cost for Construction / Construction Engineering phase is \$2,425,000 at the time of execution of this Program Supplement agreement. SPONSOR will be seeking Measure R funding for Construction / Construction Engineering phase at a later date. A separate Program Supplement agreement will be required to authorize funding for the Construction / Construction Engineering phase of the project.

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