



Resource Management Agency **COUNTY OF TULARE** **AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: November 19, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559)624-7010

SUBJECT: Fourth Amendment to Sub-Utility Agreements 1.01 through 1.09 with the California High-Speed Rail Authority

REQUEST(S):

That the Board of Supervisors:

1. Approve the Fourth Amendment to Sub-Utility Agreements 1.01 through 1.09 with the California High-Speed Rail Authority (CHSRA) to provide CHSRA and its contractor additional time (2-year extension) to complete the Facility Work outlined in Sub-Utility Agreements 1.02-1.04 and 1.06-1.07; and
2. Authorize the Chairman to sign four (4) copies of the Fourth Amendment to Sub-Utility Agreements 1.01 through 1.09.

SUMMARY:

The California High-Speed Rail Authority (CHSRA) has requested a fourth amendment to Sub-Utility Agreements 1.01 through 1.09 (Agreement No. 27432) to provide CHSRA and its contractor additional time to complete the Facility Work identified under Sub-Utility Agreements 1.02-1.04 and 1.06-1.07 for the California High-Speed Rail Project (the Project).

Below is a summary of the Facility Work along with the revised completion date for CHSRA to complete the Facility Work under each subsequent Sub-Utility Agreements 1.02-1.09.

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Sub-Utility Agreement	Facility Work	Completion Date
1.02	Construct frontage road from Ave 120 to Ave 122	12/28/2021
1.03	Construct/Reconstruct Ave 88 from Rd 40 to Rd 56	12/28/2021
1.03^a	Construct New Bridge over Kings County Canal	12/28/2021
1.04	Reconstruct Ave 136 from Rd 24 to Rd 27	12/28/2021
1.05^b	Reconstruct Ave 120 from Rd 24 to Rd 36	Complete
1.06	Reconstruct Ave 56 from overcrossing to SR43	12/28/2021
1.07	Reconstruct Ave 24 from Rd 72 to Rd 89	12/28/2021
1.08^b	Resurface Rd 24 from Ave 120 to Ave 136	Complete
1.09^b	Resurface/Reconstruct Rd 40 from Ave 88 to Ave 112	Complete

Note a – Bridge structure required on Ave 88 over Kings County Canal

Note b – No change from previous amendments to Sub-Utility Agreements 1.01-1.09

Project Background

The Fresno-Bakersfield segment of the Project is approximately 118 miles long and includes an approximately 23-mile stretch that transects a southwestern portion of Tulare County. The alignment generally enters Tulare County from the north, southeast of the City of Corcoran, then heads southeasterly toward the City of Wasco, exiting Tulare County west of Road 80.

Construction Package 2-3 (CP 2-3) represents the continuation of construction of the High-Speed Rail program to the south, starting from the southern end of the City of Fresno. CP 2-3 will extend more than 65 miles from East American Avenue in Fresno to one-mile north of the Kern-Tulare County line, and will include approximately 36 grade separations, including several structures in Tulare County.

Three (3) overhead structures in Tulare County will take Avenues 56, 88, and 120 over the High-Speed Rail lines. Further, Avenues 144 and 136 will cross under an elevated section of the High-Speed Rail line and an underpass structure will be constructed that will allow Avenue 24 to cross under the rail lines as well.

Resource Management Agency (RMA) staff has identified approximately 12.5 miles of roadway improvements on County roads that are to be performed as a part of the High-Speed Rail project.

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Tulare County has entered into a series of agreements with the CHSRA for reimbursement of costs associated with the Project. These agreements are briefly outlined below.

Master Agreement

On September 17, 2013, the Board of Supervisors approved a Master Agreement with CHSRA (Agreement No. 26274). The Master Agreement allows Tulare County to obtain reimbursement in an amount of \$151,400 for expenses associated with meetings with CHSRA, researching and providing documentation of existing County facilities to CHSRA, reviewing of impacts to Tulare County Roadway network by the Project, and providing CHSRA with design criteria to be used for design of County facilities to be constructed as part of the Project.

The First Amendment to the Master Agreement (Agreement No. 26274-A) was amended on November 17, 2015 that modified the contractual terms of the Master Agreement to December 31, 2017.

The Second Amendment to the Master Agreement (Agreement No. 26274-B) was amended on December 5, 2017 that modified the contractual terms of the Master Agreement to December 31, 2019.

As a result of CHSRA's request to amend Sub-Utility Agreements 1.01 through 1.09, CHSRA is concurrently requesting another amendment (third amendment) to the Master Agreement (in a separate Agenda Item) in order to modify the contractual terms of the Master Agreement from December 31, 2019 to December 31, 2021.

Cooperative Agreement

On November 17, 2015, the Board of Supervisors approved the Cooperative Agreement with CHSRA (Agreement No. 27430). The Cooperative Agreement provides the framework for the collaboration between Tulare County and CHSRA in the relocation of County facilities (i.e. roads) to accommodate the Project.

In the Cooperative Agreement, the work to be completed is accomplished through two types of subsequent agreements, "Grade Separation Agreements" (i.e. Sub-Utility Agreement 2.01-2.05) and "Utility Agreements". A brief description of each of these agreements are detailed below.

In general, the relocation of County facilities (i.e. roads) lawfully maintained in what is to be High-Speed Rail property, will be paid for by the CHSRA.

There is no funding or reimbursement associated with the Cooperative Agreement.

Utility Agreement #1

On November 17, 2015, the Board of Supervisors also approved Utility Agreement #1 with CHSRA (Agreement No. 27431) which is the first of the subsequent agreements to the Cooperative Agreement. Utility Agreement #1 is specific to the "Facility Work"

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related to the roadway improvements required to County roadways as part of the Project. This agreement defines the scope of work to be completed which includes improvements to approximately 12.5-miles of roadway. Further, this agreement specifies the engineering standards to which the improvements are to be constructed. The value of the work included in Utility Agreement #1 is estimated at approximately \$15 to \$20 million. CHSRA will be responsible for 100% of the costs for the improvements detailed in Utility Agreement #1.

Sub-Utility Agreements 1.01-1.09

Sub-Utility Agreements 1.01-1.09 with CHSRA (Agreement No. 27432), approved by the Board of Supervisors on November 17, 2015, define the requirements and criteria to be used for the design and construction of the roadway improvements identified in Utility Agreement #1. Further, the Sub-Utility Agreements define the time frame, or period of performance, by which each of the improvements are to be constructed.

The First Amendment to Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432-A) was approved on December 20, 2016 modifying Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432) which extended the time frame to provide CHSRA and their contractor to obtain environmental clearances, permits, and approvals for the Facility Work identified under Sub-Utility Agreements 1.02-1.03, extended the time frame to provide CHSRA and their contractor to complete the Facility Work identified under Sub-Utility Agreements 1.02-1.09, and increased the reimbursement amount detailed in Sub-Utility Agreement 1.01 to \$257,250 for expenses associated with design concept reviews and design workshops with CHSRA and their contractor.

The Second Amendment to Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432-B) was approved on December 5, 2017 modifying Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432) to provide CHSRA and their contractor additional time to obtain environmental clearances, permits, and approvals for the Facility Work identified under Sub-Utility Agreements 1.06, and complete the Facility Work identified under Sub-Utility Agreements 1.02-1.07.

The Third Amendment to Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432-C) was approved on October 30, 2018 modifying Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432) to provide CHSRA and their contractor additional time (1-year extension) to complete the Facility Work identified under Sub-Utility Agreements 1.03-1.05 and 1.07.

Due to additional delays to the Project, the Fourth Amendment to Sub-Utility Agreements 1.01-1.09 is requesting approval which modifies Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432) to provide CHSRA and their contractor additional time (2-year extension) to complete the Facility Work identified under Sub-Utility Agreements 1.02-1.04 and 1.06-1.07.

Sub-Utility Agreement 1.10

Sub-Utility Agreement 1.10 with CHSRA (Agreement No. 27723), approved by the

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Board of Supervisors on June 14, 2016, reimburses County in an amount not to exceed \$185,000 for expenses associated with participation in permits, inspections and testing fees for work defined in previously executed Sub-Utility Agreements 1.01-1.09.

Sub-Utility Agreements 2.01-2.05

Sub-Utility Agreements 2.01 through 2.05 with CHSRA (Agreement No. 27933), approved by the Board of Supervisors on December 20, 2016, allows the County to obtain reimbursement in an amount not to exceed \$155,000 for expenses associated with design concept reviews and design workshops which occur prior to or concurrently with preliminary design, permits, construction inspections, and material testing fees for work (outlined below) detailed in Sub-Utility Agreement 2.01 through 2.05.

1. Box structure at Avenue 136 and associated roadway modifications
2. Grade separation at Avenue 120 and associated roadway modifications
3. Grade separation at Avenue 88 and associated roadway modifications
4. Grade separation at Avenue 56 and associated roadway modifications
5. Undercrossing structure (three-season) at Avenue 24 and associated roadway modifications
6. Miscellaneous roadway and cul-de-sac modifications

Right of Way Transfer Agreement

The Right of Way Transfer Agreement with CHSRA (Agreement No. 29288) was approved by the Board of Supervisors on July 23, 2019 which allows for the transfer of right-of-way in accordance with the requirements set forth in the Cooperative Agreement (Agreement No. 27430) between the County and CHSRA. This agreement summarizes the right-of-way transfer process between the County and CHSRA.

Operation and Maintenance Agreement

The Operation and Maintenance Agreement with CHSRA is concurrently requesting your Board's approval (in a separate Agenda Item). This agreement will allow the County and CHSRA to identify and define respective roles and responsibilities with regards to post-construction modification, use, ownership, and maintenance of the grade separation structures.

FISCAL IMPACT/FINANCING:

No Net County Cost.

The First Amendment to Sub-Utility Agreements 1.01-1.09 (Agreement No. 27933-A) increased the reimbursement amount detailed in Sub-Utility Agreement 1.01 to \$257,250 for costs associated with design concept reviews and design workshops for the Facility Work identified in Sub-Utility Agreements 1.02-1.09.

To date, Tulare County has expended approximately \$225,000 of \$257,250.

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Approval of the Fourth Amendment to Sub-Utility Agreements 1.01-1.09 will not affect the reimbursement amount as RMA staff did not request additional funds as part of this amendment. RMA staff believes there is sufficient funds remaining to cover costs associated with the Facility Work identified in Sub-Utility Agreements 1.02-1.04 and 1.06-1.07.

Costs for review and negotiation of the terms of the Fourth Amendment to Sub-Utility Agreement 1.01 through 1.09 will be fully reimbursed through provisions of the previously executed Master Agreement with CHSRA (Agreement No. 26274).

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Safety and security includes the goal of improving and maintaining the transportation infrastructure. The California High-Speed Rail Project will ultimately provide an alternative mode of transportation for the residents of California.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A – Fourth Amendment to Sub-Utility Agreements 1.01 through 1.09

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF FOURTH)
AMENDMENT TO SUB-UTILITY) Resolution No. _____
AGREEMENTS 1.01 THROUGH 1.09 WITH) Agreement No. _____
THE CALIFORNIA HIGH-SPEED RAIL)
AUTHORITY)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD NOVEMBER 19, 2019,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved the Fourth Amendment to Sub-Utility Agreements 1.01 through 1.09 with the California High-Speed Rail Authority (CHSRA) to provide CHSRA and its contractor additional time (2-year extension) to complete the Facility Work outlined in Sub-Utility Agreements 1.02-1.04 and 1.06-1.07; and
2. Authorized the Chairman to sign four (4) copies of the Fourth Amendment to Sub-Utility Agreements 1.01 through 1.09.

Attachment A

Fourth Amendment to Sub-Utility Agreements 1.01-1.09

FOURTH AMENDMENT TO SUB-UTILITY AGREEMENTS 1.01-1.09

This Fourth 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 _____, 2019, 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, pursuant to the Design-Build Contract and the Cooperative Agreement, the Parties have entered into Third Amendment to Sub-Utility Agreements 1.01-1.09 (Tulare County Agreement No. 27432-C); and

WHEREAS, this Fourth 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, 27432-B and 27432-C 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 Fourth 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.

FOURTH AMENDMENT TO SUB-UTILITY AGREEMENTS 1.01-1.09**SUB-UTILITY AGREEMENT 1.02**

The third paragraph shall be modified as follows:

“The Authority's Contractor will complete the Facility Work for this Sub-Utility Agreement 1.02 within seventy-two (72) 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 seventy-two (72) 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 six (6) 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 seventy-two (72) 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

Sub-Utility Agreement 1.05 will remain unchanged.

SUB-UTILITY AGREEMENT 1.06

The third paragraph shall be modified as follows:

“The Authority's Contractor will complete the Facility Work for item 16 in this Sub-Utility Agreement 1.06 within seventy-two (72) months from execution of the original Sub-Utility Agreement 1.06.”

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

FOURTH AMENDMENT TO SUB-UTILITY AGREEMENTS 1.01-1.09

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 seventy-two (72) months from execution of the original Sub-Utility Agreement 1.07.”

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

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:

Kuyler Crocker
Chairman, Tulare County Board of Supervisors

Date

Approved as to Form:

By:

 11/1/19

Harsharon Sekhon Deputy County Counsel
(Matter No. 20191735)

CALIFORNIA HIGH-SPEED RAIL AUTHORITY (Authority)

By:

Alberto Lopez
CP 2-3 Contract Manager

Date