



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: December 17, 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: Third Amendment to the Master Agreement with the California High-Speed Rail Authority

REQUEST(S):

That the Board of Supervisors:

1. Approve the Third Amendment to the Master Agreement with the California High-Speed Rail Authority (CHSRA) extending the contractual term by an additional two years from December 31, 2019 to December 31, 2021, revising CHSRA's and Tulare County's project representatives and contact information, and updating the Rate Sheet in Attachment 1 of the Master Agreement; and
2. Authorize the Chairman to sign six (6) copies of the Third Amendment to the Master Agreement.

SUMMARY:

The California High-Speed Rail Authority (CHSRA) has requested a third amendment to the Master Agreement (Agreement No. 26274) for the California High-Speed Rail Project (the Project) to extend the contractual term by an additional two years, amending the contractual term from December 31, 2019 to December 31, 2021. This amendment also revises CHSRA's and Tulare County's project representatives and their respective contact information (for the purpose of inquiries pertaining to the Project). Lastly, this amendment updates the outdated County employee rates in Attachment 1 of the original Master Agreement.

Approval of this amendment will allow Tulare County to continue to obtain reimbursement for expenses associated with meetings with CHSRA, researching and providing documentation of existing County facilities to CHSRA, reviewing of impacts

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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.

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.

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.

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.

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The Third Amendment to the Master Agreement is requesting approval which modifies the contractual term of the Master Agreement from December 31, 2019 to December 31, 2021 as a result of CHSRA's request to amend Sub-Utility Agreements 1.01 through 1.09 (see below for additional details). This amendment also modifies Subsection C of Section 1 in Exhibit A of the Master Agreement which updates CHSRA's and Tulare County's project representatives and their respective contact information; CHSRA's Contract Manager is modified to Benjamin Ruiz, Deputy Contract Manager CP 2-3 of CHSRA, and Tulare County's Project Manager is modified to Reed Schenke, Director of the Resource Management Agency. Lastly, this amendment updates the outdated County employee rates in Attachment 1 of the Master Agreement with current rates.

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" 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 through 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

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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.

The Fourth Amendment to Sub-Utility Agreements 1.01-1.09 (Agreement No. 27432-D) was approved on November 19, 2019 modifying 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 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 through 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

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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 (Agreement No. 29497) was approved by the Board of Supervisors on November 19, 2019. This agreement allowed 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.

Costs for review and negotiation of the terms of the Third Amendment to the Master Agreement will be fully reimbursed through provisions of the previously executed Master Agreement with CHSRA (Agreement No. 26274), for an amount not to exceed \$151,400.

To date, Tulare County has expended approximately \$94,000 of \$151,400.

Resource Management Agency (RMA) staff did not request additional funds as part of this amendment because RMA staff believes there is sufficient funds remaining to cover 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.

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.

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ADMINISTRATIVE SIGN-OFF:

A handwritten signature in blue ink, appearing to read 'RS', is written over a horizontal line.

Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A – Third Amendment to the Master Agreement

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

IN THE MATTER OF THIRD AMENDMENT) Resolution No. _____
TO THE MASTER AGREEMENT WITH THE) Agreement No. _____
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 DECEMBER 17, 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 Third Amendment to the Master Agreement with the California High-Speed Rail Authority (CHSRA) extending the contractual term by an additional two years from December 31, 2019 to December 31, 2021, revising CHSRA's and Tulare County's project representatives and contact information, and updating the Rate Sheet in Attachment 1 of the Master Agreement.
2. Authorized the Chairman to sign six (6) copies of the Third Amendment to the Master Agreement.

Attachment A

Third Amendment to Master Agreement

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

HSR13-14

AMENDMENT NUMBER

3

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California High-Speed Rail Authority

CONTRACTOR NAME

County of Tulare

2. The term of this Agreement is:

START DATE

November 12, 2013

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$151,400.00, One Hundred Fifty-One Thousand, Four Hundred Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. STD 213, Section 2, is amended to extend the term of the Agreement and shall read as follows:

"The term of this Agreement is November 12, 2013 through December 31, 2021"

2. Exhibit A, Scope of Work, Section 1, Background, Goals and Purpose, Subsection C is replaced in its entirety and shall read as follows:

"All inquiries during the term of this Agreement will be directed to the project representatives identified below:

AUTHORITY

Contract Manager: Benjamin Ruiz

Address: 1775 Park Street, 75A

Selma, CA 93662

Phone: (559) 558-5204

e-mail: Benjamin.Ruiz@hsr.ca.gov

CONTRACTOR

Project Manager: Reed Schenke

Address: 5961 South Mooney Blvd.

Visalia, CA 93277

Phone: (559) 624-7000

e-mail: RSchenke@co.tulare.ca.us

The Contract Manager and/or Project Manager may be changed by written notice without amendment."

3. Exhibit A, Scope of Work, Section 3, Schedule of Services is replaced in its entirety and shall read as follows:

"The term of this Agreement is as identified in Section 2 of the Standard Agreement (STD 213)."

4. Attachment 1 – Cost Proposal is replaced in its entirety with Attachment 1 – Rate Sheet and is attached hereto.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

HSR13-14

AMENDMENT NUMBER

3

Purchasing Authority Number

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Tulare

CONTRACTOR BUSINESS ADDRESS

2800 W. Burrel Ave.

CITY

Visalia

STATE

CA

ZIP

93219

PRINTED NAME OF PERSON SIGNING

Kuyler Crocker

TITLE

Chairman

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California High-Speed Rail Authority

CONTRACTING AGENCY ADDRESS

770 L Street, Suite 620, MS 7

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jeannie Jones

TITLE

Chief Administrative Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PUC 185036

APPROVED AS TO FORM:

COUNTY COUNSEL

BY

Deputy

noted # 22191737

ATTACHMENT 1 - RATE SHEET

Any invoice submitted by contractor will identify line item costs and corresponding task number

Task #	Position	Name	\$/Hr	Fringe Rate %	Fringe Benefits Identify fringe benefit costs citing actual benefits or as a percentage of personal service costs.	Overhead Rate This information must be provided.	Overhead	Total Rate
	MASTER AGREEMENT							
1.1	RMA Assistant Director -Public Works	Reed Schenke	\$ 76.69	75.00%	\$ 57.52	55.00%	\$ 42.18	\$ 176.39
1.1	Chief Engineer	Hernan Beltran	\$ 59.64	66.40%	\$ 39.60	55.00%	\$ 32.80	\$ 132.04
1.1	Attorney	Clint Sims	\$ 63.54	43.12%	\$ 27.40		\$ -	\$ 90.94
1.2	RMA Assistant Director- Planning & Community Development	Mike Washam	\$ 66.97	75.00%	\$ 50.23	55.00%	\$ 36.83	\$ 154.03
1.2	Engineer I - IV ***	Andres Perez	\$ 39.72	50.77%	\$ 20.17	55.00%	\$ 21.85	\$ 81.73
1.3	RMA Director	Reed Schenke	\$ 76.69	75.00%	\$ 57.52	55.00%	\$ 42.18	\$ 176.39
1.3	Engineer I - IV ***	Staff Varies	\$ 39.72	66.39%	\$ 26.37	55.00%	\$ 21.85	\$ 87.94
1.4	County Surveyor	Mike Bond	\$ 64.57	66.39%	\$ 42.87	55.00%	\$ 35.51	\$ 142.95
1.4	Transportation Coordinator		\$ 37.35	66.39%	\$ 24.80	55.00%	\$ 20.54	\$ 82.69
1.4	Engineer Technician		\$ 35.06	66.39%	\$ 23.28	55.00%	\$ 19.28	\$ 77.62
1.4	Engineering Aid I	Juan Carlos Arteaga	\$ 21.68	66.39%	\$ 14.39	55.00%	\$ 11.92	\$ 48.00
1.4	Asst Director -Fiscal Services	Sherman Dix	\$ 61.82	75.00%	\$ 46.37	55.00%	\$ 34.00	\$ 142.19
1.4	EH Analyst I - III	Valeri Holbrook	\$ 31.26	1.45%	\$ 0.45		\$ -	\$ 31.71
1.4	Land Surveyor I - III	Donn Dwyer	\$ 46.45	66.39%	\$ 30.84	55.00%	\$ 25.55	\$ 102.84
1.4	Tourism and Film Commission Manager		\$ 47.84	66.39%	\$ 31.76	55.00%	\$ 26.31	\$ 105.92
1.4	Accountant I	Maria Magallanes	\$ 23.47	66.39%	\$ 15.58		\$ -	\$ 39.05
1.4	Accountant II	Rodel Pijlen	\$ 27.24	66.39%	\$ 18.08		\$ -	\$ 45.32
2.1	Engineer I - IV	Staff Varies	\$ 53.65	50.77%	\$ 27.24	55.00%	\$ 29.51	\$ 110.40
2.1	Engineer Technician	Pedro Ornelas	\$ 35.06	75.00%	\$ 26.30	55.00%	\$ 19.28	\$ 80.64
2.1	Property Management Specialist	Heather Franklin	\$ 36.72	50.77%	\$ 18.64	55.00%	\$ 20.20	\$ 75.56
2.1	Chief Planner	Aaron Bock	\$ 60.59	47.36%	\$ 28.70	55.00%	\$ 33.32	\$ 122.61
2.1	Planner I - IV	Staff Varies	\$ 39.58	50.77%	\$ 20.10	55.00%	\$ 21.77	\$ 81.45
3.1	Engineer I - IV	Staff Varies	\$ 39.72	66.14%	\$ 26.27	55.00%	\$ 21.85	\$ 87.84

Task

Current Billing Rate for Staff Engineers Billing to this Project

***	Engineer I - IV Staff Varies - Calculation for project is for Engineer IV : listed below are rates for staff currently working on this project Hours budgeted and expenditure costs are within the budget amounts above		
1.4	Engineer II	\$ 39.72	66.39%
	Engineer II	\$ 42.07	66.39%
	Andres Perez	\$ 26.37	55.00%
	Johnson Vang	\$ 27.93	55.00%
		\$ 21.85	\$ 23.14
		\$ 87.94	\$ 93.14