

MEASURE R PROGRAM SUPPLEMENT TO COOPERATIVE AGREEMENT

AUTHORITY Agreement No. _____

This Program Supplement (“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 local match portion of the SPONSOR’S Bridge Preventive Maintenance Program Group 5 (the “Project”). The Project cost to the AUTHORITY for this Program Supplement is not to exceed \$523,836.

Project scope, costs and schedule are incorporated herein as Attachment “A” and agreed upon by SPONSOR and AUTHORITY for Project: Bridge Preventive Maintenance Program Group 5.

Covenants of SPONSOR

- 1.1 By entering into this Program Supplement, SPONSOR agrees that it will only proceed with work authorized for specific phase(s) of the Project with written “Authorization to Proceed” or other AUTHORITY approval and will not proceed with future phase(s) of this Project(s) prior to receiving a written “Authorization to Proceed” or other AUTHORITY approval.
- 1.2 The SPONSOR will advertise, award, and administer the Project(s) in accordance with SPONSOR standards.
- 1.3 Contract award information shall be submitted by the SPONSOR to the AUTHORITY within 60 days after the Project contract award.
- 1.4 Failure to submit contract award information in accordance with section 1.3 will cause a delay (without interest or penalties) in AUTHORITY processing invoices for the construction phase of the Project.
- 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.

IN WITNESS WHEREOF, the undersigned Parties have executed this Program Supplement 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: _____
Chair
Tulare County Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM
COUNTY COUNSEL

By: Jeffrey Kuhn
Deputy

Matter No. 2020333

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Attachment A

Project Name: Bridge Preventive Maintenance Program Group 5 Project

Project Scope

The scope of work for this Project includes the preliminary engineering, right-of-way and construction phase of the Bridge Preventive Maintenance Program Group 5 Project. Through this Program Supplement, Tulare County anticipates soliciting all necessary contracts (including, but not limited to, environmental, hydraulic, and geotechnical consultants) to perform all necessary studies and Project design.

Project Schedule

The preliminary engineering phase of the Project will take approximately 4 years to complete, depending on Project constraints and requirements. Construction of this Project is tentatively scheduled to start in the fall of 2024 and will take approximately 18-24 months to complete.

Sources and Use of Funds

Bridge Preventive Maintenance Program Group 5 Project	Federal Funds	Measure R Funds	Total Funds
Preliminary Engineering	\$795,619	\$103,081	\$898,700
Right of Way and Construction	\$3,247,545	\$420,755	\$3,668,300
Total	\$4,043,164	\$523,836	\$4,567,000

**Budgets are approximate and funding will be interchangeable between phases of the Project. Total Project cost to AUTHORITY shall not exceed \$523,836.*