

**AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT
THIRD STREET GRADE SEPARATION
RIGHT-OF-WAY PHASE**

This Amendment No. 2 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 2”) is entered into this 30th day of July, 2024, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and **The City of Riverside** (“City”). WRCOG and the City are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and CITY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated July 26, 2018 (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the planning and engineering phases of the **Third Street Grade Separation Project** (hereinafter the “Project”).

B. On March 30, 2021, the Parties entered into Amendment No. 1 to the Agreement which added a right of way phase to the Agreement.

C. The Parties desire to amend the Agreement by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. Funds are being increased for this Project because new funding has become available.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Three Million Dollars (\$3,000,000)** from **Eight Million Two Hundred and Fifty Thousand Dollars (\$8,250,000)**, to an amount not to exceed **Eleven Million Two Hundred and Fifty Thousand Dollars (\$11,250,000)**.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits "A", "A-1", and "A-2" of the Agreement are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 2, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 2.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives to be effective on the day and year first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF RIVERSIDE

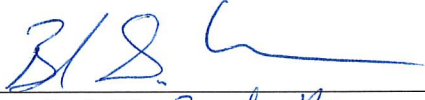
By: _____
Dr. Kurt Wilson, Executive Director

By: _____
Mike Futrell, City Manager

Approved to Form:

Approved to Form:

By: _____
Steven C. DeBaun
General Counsel

By: 
~~Jack Liu~~ *Brandon Mercer*
~~Interim City Attorney~~ *Sr. Deputy City Attorney*

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER

Attest:

By: _____
Donesia Gause
City Clerk

Exhibit A

SCOPE OF SERVICES

SCOPE OF WORK: The project will design and construct an underpass at the existing Third Street at-grade crossing of the Burlington Northern Santa Fe (BNSF) railroad in the City of Riverside. Third Street will be lowered from about Vine Street to Park Avenue and a bridge will be constructed to convey rail traffic. The project also requires the realignment of Commerce Street, construction of slopes, retaining walls, and storm water pump station as well as relocation of wet and dry utilities. Project design consists of the following phases:

- 1) Project Approval and Environmental Documents (PA&ED) phase – Complete preliminary engineering and obtain environmental clearance for the project;
- 2) Plans, Specifications, and Estimate (PS&E) phase - Prepare construction documents and advertise the project for bids
- 3) Right of Way phase - Determine Project's Right of Way impacts, prepare Legal descriptions and Plats, perform appraisals, acquire Temporary Construction Easements, and acquire part-take and full-take properties including Eminent Domain in order to advertise the project for bids and construct the proposed improvements.

EXHIBIT "A-1"**ESTIMATE OF COST**

Phase	TUMF	NON-TUMF	TOTAL
PA&ED	\$1,500,000	\$0	\$1,500,000
PS&E	\$2,500,000	\$0	\$2,500,000
RIGHT OF WAY	\$7,250,000	\$18,750,000	\$26,000,000
CONSTRUCTION	0	\$59,000,000	\$59,000,000
TOTAL	\$11,250,000	\$76,750,000	\$89,000,000

This Amendment is for the Right of Way Phase Only.

EXHIBIT "A-2"**PROJECT SCHEDULE****TIMETABLE:**

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	12/2020	\$1,500,000	
PS&E	12/2022	\$2,500,000	
RIGHT OF WAY	07/2025	\$26,000,000	
CONSTRUCTION	05/2026	\$59,000,000	
TOTAL		89,000,000	

This Amendment is for the Right of Way Phase Only.