

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE  
PROGRAM AGREEMENT  
THIRD STREET GRADE SEPARATION  
RIGHT-OF-WAY PHASE**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”) and The City of Riverside (“City”), a California charter city and municipal corporation. WRCOG and 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.

B. The Parties desire to amend the Agreement by adding a right of way phase to the Agreement, so that the Agreement provides the terms and conditions, scope of work, schedule and funding amounts for the planning, engineering, and right of way phases of the Third Street Grade Separation (hereinafter, the “Project”).

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

D. The initial reimbursement agreement only provided funding for the planning and engineering phases. The Parties now wish to provide funding for the right of way phase. 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. Section 1 of the Agreement is hereby replaced in its entirety by the following:

Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the City for Third Street Grade Separation, (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the City and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED — Project Approvals & Environmental Document
- 2) PS&E — Plans, Specifications and Estimates
- 3) ROW — Right of Way

2. The Funding Amount contained in Section 2 of the Agreement is hereby increased by **Four Million Two Hundred and Fifty Thousand Dollars (\$4,250,000)** from **Four Million Dollars (\$4,000,000)** to an amount not to exceed **Eight Million Two Hundred and Fifty Thousand Dollars (\$8,250,000)**.

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

Share.

3. Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following provision:

CITY's Local Match Contribution. The CITY shall provide at least **Eighteen Million Seven Hundred and Fifty Thousand Dollars (\$18,750,000)** of funding toward the Work, as shown in Exhibit "A" and as called out in the CITY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

4. 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. 1, which are attached hereto and incorporated by reference.

5. The above-stated Recitals are hereby fully incorporated into this Amendment No. 1.

6. 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. 1 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, a municipal corporation

By: Paul Bishop

By: \_\_\_\_\_

Rick Bishop, Executive Director

City Manager

Approved to Form:

Approved to Form:

By: \_\_\_\_\_

Steven C. DeBaun  
General Counsel

By: \_\_\_\_\_

Deputy City Attorney  
Ruthann M. Salera

Attest:

By: \_\_\_\_\_

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**

<b>Phase</b>	<b>TUMF</b>	<b>LOCAL/STATE/FEDERAL</b>	<b>TOTAL</b>
<b>PA&amp;ED</b>	\$1,500,000		\$1,500,000
<b>PS&amp;E</b>	\$2,500,000		\$2,500,000
<b>RIGHT OF WAY</b>	\$4,250,000	\$18,750,000	\$23,000,000
<b>CONSTRUCTION</b>		\$28,500,000	\$28,500,000
<b>TOTAL</b>	<b>\$8,250,000</b>	<b>\$47,250,000</b>	<b>\$55,500,000</b>

**This Amendment is for the Right of Way Phase only.**

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

**TIMEABLE:**

<b>Phase</b>	<b>Estimated Completion Date</b>	<b>Estimated Cost</b>	<b>Comments</b>
<b>PA&amp;ED</b>	12/2020	\$1,500,000	
<b>PS&amp;E</b>	12/2022	\$2,500,000	
<b>RIGHT OF WAY</b>	12/2022	\$23,000,000	
<b>CONSTRUCTION</b>	07/2025	\$28,500,000	
<b>TOTAL</b>		<b>\$55,500,000</b>	

**This Amendment is for the Right of Way Phase only.**