

**AMENDMENT NO. 1 TO TRANSPORTATION UNIFORM MITIGATION FEE
PROGRAM AGREEMENT**

**VAN BUREN BOULEVARD WIDENING – JURUPA AVENUE TO SANTA ANA RIVER
PLANNING, ENGINEERING, AND CONSTRUCTION PHASES**

This Amendment No. 1 to Transportation Uniform Mitigation Fee Program Agreement (“Amendment No. 1”) is entered into this _____ day of _____, 2025, by and between the **WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS** (“WRCOG”) and **CITY OF RIVERSIDE** (“AGENCY”). WRCOG and the AGENCY are sometimes referred to individually as “Party” and collectively as “Parties.”

RECITALS

A. WRCOG and AGENCY have entered into an agreement titled “Transportation Uniform Mitigation Fee Program Agreement” that is dated **8th of February, 2019** (“Agreement”). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the **VAN BUREN BOULEVARD WIDENING FROM JURUPA AVENUE TO SANTA AND RIVER** (hereinafter the “Project”).

B. The Parties desire to amend the Agreement to include the construction phase of the Qualifying Project.

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 to update the environmental permits, provide additional structural and geotechnical engineering services, add a construction phase, and

complete the preparation of plans, specifications, and estimate inclusive of the new retaining wall.

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, Description of the Qualifying Project, is hereby amended to include the Construction Phase for construction of the street widening improvements.

2. The Funding Amount contained in Section 2 of the Agreement is hereby increased by Four Million Four Hundred Seventy Five Thousand (\$4,475,000) from One Hundred Sixty Thousand (\$160,000) to an amount not to exceed Four Million Six Hundred Thirty Five Thousand (\$4,635,000).

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

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**

By: _____
Dr. Kurt Wilson,
Executive Director

**CITY OF RIVERSIDE,
a municipal corporation**

By: _____
City Manager

Attest:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Steven C. DeBaun
General Counsel

APPROVED AS TO FORM:

By:  _____
City Attorney

Exhibit A

SCOPE OF WORK

SCOPE OF WORK: The project will widen Van Buren Boulevard in the southbound direction between Jurupa Avenue and Santa Ana River to provide for three (3) travel lanes. The project will realign portions of the existing Santa Ana River Trail as well as construct slopes, retaining walls, and storm drain modifications. Project design consists of the following phases:

- 1) Planning Phase – Complete Project Approval and Environmental Documents (PA&ED) including preliminary engineering and obtain environmental clearance for the project;
- 2) Engineering Phase – Complete Plans, Specifications, and Estimate (PS&E) to complete final engineering and prepare construction contract documents. Advertise the project for bids and award a construction contract to the lowest responsive bidder.
- 3) Construction Phase – Construct the street widening improvements as described.

EXHIBIT “A-1”**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED	\$200,000	0	\$200,000
PS&E	\$250,000	0	\$250,000
RIGHT OF WAY	0	0	0
CONSTRUCTION	\$4,185,000	0	\$4,185,000
TOTAL	\$4,635,000	0	\$4,635,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	08/2026	\$200,000	
PS&E	08/2027	\$250,000	
RIGHT OF WAY	N/A	\$0	
CONSTRUCTION	08/2028	\$4,185,000	
TOTAL		\$4,635,000	