

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE
CITY OF BEAUMONT
FOR THE SR-60/POTRERO BOULEVARD INTERCHANGE PHASE II PROJECT**

Parties and Date. This Amendment No. 1 is made and entered into this ____ day of _____, 2025 (“Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”) and the City of Beaumont (“City”). RCTC and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

Recitals.

A. The City and RCTC have entered into an agreement entitled “Cooperative Agreement Between Riverside County Transportation Commission and the City of Beaumont for the SR-60 Potrero Boulevard Interchange Phase II Plans, Specifications & Estimate and Right of Way Phases” dated March 27, 2024 (the “Master Agreement”).

B. The Master Agreement provides the terms and conditions, general scope, and estimated cost for the SR-60 Potrero Boulevard Interchange Phase II (“Project”) PS&E and ROW Phases, as those terms are defined in the Master Agreement.

C. The Parties now desire, pursuant to this Amendment No. 1, to amend the Master Agreement to include the terms and conditions related to the funding and completion of the Project Construction phase of work (“CONS Phase”).

D. Funding for the CONS Phase will be from the following funding sources: Transportation Uniform Mitigation Fee (TUMF) Program funds distributed by the Western Riverside Council of Governments (“WRCOG”), Trade Corridor Enhancement Program (“TCEP”) funds distributed by the California Department of Transportation (“Caltrans”) and applicable development impact fees and other available City local funds.

E. The Parties intend to enter into a three-party agreement with WRCOG pursuant to which RCTC will invoice WRCOG directly for the City’s share of TUMF funds allocated to the CONS Phase, and WRCOG will reimburse RCTC directly with such funds (“Three Party TUMF Agreement”).

F. The City recognizes that RCTC is entering into a Caltrans Cooperative Agreement that identifies RCTC as the “SPONSOR” for the CONS Phase. As the “SPONSOR”, RCTC is responsible for securing financial resources to fund the CONS Phase work, securing additional funds when necessary or implementing Project changes to ensure the CONS Phase work can be completed within the funds committed under the Caltrans Cooperative Agreement. The City recognizes that RCTC is entering into the Caltrans Cooperative Agreement for the benefit of the City in order to complete the

Project.

Terms

1. The title of the Master Agreement shall be amended to read as follows: “Cooperative Agreement Between Riverside County Transportation Commission and the City of Beaumont for the SR-60 Potrero Boulevard Interchange Phase II Project.” The revised title is reflected in the title and signature page to this Amendment No. 1.
2. Sections 3.1 through 3.5 of the Master Agreement shall be amended, in their entirety, and replaced with the following.

3.1 Estimated Cost of Project.

A. Estimated Cost of PS&E and ROW Phases. The Parties estimate that the total cost for the PS&E and ROW Phases to be incurred by RCTC, including, but not limited to, RCTC staff and consultant project management costs, ROW acquisition costs, legal services, outreach costs, and other direct costs (but excluding the PS&E Consultant costs, which are not covered under this Cooperative Agreement) shall be Seven Million, Seven Hundred Six Thousand Dollars (\$7,706,000) (“Estimated PS&E and ROW Phase Costs”). The Estimated PS&E and ROW Phase Costs are further detailed in Exhibit A attached to this Cooperative Agreement and incorporated herein by reference.

B. Estimated Cost of CONS Phase. The Parties estimate that the total cost for the CONS Phase to be incurred by RCTC, including, but not limited to, RCTC staff and consultant project management costs, construction management services consultant costs, construction contractor costs, outreach costs, and other direct costs shall be Sixty-Eight Million, One Hundred Thirteen Thousand Dollars (\$68,113,000) (“Estimated CONS Phase Costs”). The Estimated CONS Phase Costs are further detailed in Exhibit A-1 attached to this Cooperative Agreement and incorporated herein by reference.

3.2 PS&E and ROW Phases of Work; CONS Phase of Work.

A. RCTC shall be the lead agency for the PS&E and ROW Phases, and for the CONS Phase. All costs and expenses incurred by RCTC for the PS&E and ROW Phases and for the CONS Phase shall be reimbursed by the City using applicable development impact fees, or other local funding sources available to the City. The Parties agree that

RCTC shall not have any obligation to fund the PS&E or ROW Phases or the CONS Phase using its own funds. In the case that funds in addition to the funding amount specified in Section 3.1 above are needed to complete the PS&E and ROW Phases or the CONS Phase, the City shall be responsible for identifying and obtaining such additional funding. Allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. RCTC shall manage the PS&E Consultant and shall complete such other work and services required for the PS&E and ROW Phases within the term of this Cooperative Agreement, as provided in Section 3.3, unless extended by mutual agreement of the Parties.

C. RCTC shall procure and manage the construction management consultant and construction contractor ("Contractor") contracts, and complete such other work and services required for the CONS Phase within the term of this Cooperative Agreement, as provided in Section 3.3, unless extended by mutual agreement of the Parties.

The CONS Phase work may include, but is not limited to, bidding, advertising and awarding of the construction contract; construction costs, including the cost of approved change orders; construction management, field inspection, plant establishment period, and material testing, preparation of as-built plans, record of survey, and project close-out costs.

Notwithstanding the forgoing, if the lowest responsible and responsive bidder for the CONS Phase is greater than the estimated amount approved by the City, such higher bid will require the prior written approval of the City.

RCTC shall have the right to approve change orders in accordance with construction contract documents and applicable law, provided that if the change order shall increase the reimbursement obligation of City under this Agreement, RCTC shall first provide a detailed explanation of the reason for the change order obtain the approval of City, which approval shall not be unreasonably withheld, conditioned or delayed.

3.3 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through December 31, 2030, or until written

agreement by the Parties that the PS&E and ROW Phases and the CONS Phase have been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.4 Cooperation. RCTC and the City agree to cooperate in the development of the PS&E and ROW documents and the CONS bid and contract documents and other CONS related documents required for Project, completion of the PS&E and ROW Phases and CONS Phase, and the implementation of this Cooperative Agreement.

3.5 Reporting. RCTC shall, on a monthly basis , provide milestone reports to the City, detailing the progress of the PS&E and ROW Phases and the CONS Phase. RCTC shall promptly respond to questions and inquiries from the City regarding the progress and the status of the PS&E and ROW Phases and the CONS Phase.

3. Section 3.6 of the Agreement, Obligations of the City, shall be revised to include the following provisions.

- I. The City may provide a City oversight engineer or other City staff to oversee any CONS Phase work or services at its own cost. RCTC will cooperate with the City's oversight engineer or other staff in regards to such oversight by providing copies of requested records and reasonable access to the construction site.
- J. The City shall process any City encroachment permits required for the CONS Phases at no cost to RCTC or its consultant(s) or Contractor provided that RCTC or the consultant(s)/Contractor, as the case may be, submits a complete application for such encroachment permits consistent with City's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the City in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.
- K. The CITY shall inspect the CONS Phase work upon written notice of completion of the work by RCTC to the City, and shall timely provide approval or identify any punch list items, in writing, identified by the City within thirty (30) days of such request.
- L. The City and RCTC shall work cooperatively, and shall

provide prompt responses and assistance to each other to ensure the timely completion of the CONS Phase.

4. Section 3.7 of the Agreement, Obligations of RCTC, shall be revised to include the following provisions.

- H. RCTC shall serve as the lead agency for the CONS Phase. RCTC shall be responsible for securing state, regional or federal funds identified in the attached Funding Summary, to the extent applicable, including the TUMF and TCEP funding; procuring, retaining and overseeing the construction management consultant and Contractor, and any other contracts required for completion of the CONS Phase.
- I. RCTC shall review and pay consultant and Contractor invoices for the CONS Phase and submit approved invoices to the City for reimbursement on a monthly basis. RCTC shall use its best efforts to produce such invoices the month following the performance of the work covered by the invoice.
- J. RCTC shall notify the City upon Project completion, and provide the City a reasonable period to inspect and approve the CONS Phase work, or to identify any punch list items.
- K. RCTC shall invoice the City for CONS Phase expenses to be funded with City development impact fees and local funds, incurred in accordance with this Cooperative Agreement, no less frequently than monthly in any month in which reimbursable expenses are incurred. Invoices submitted to the City shall be in a form and include such detail as reasonably requested by the City.
- L. RCTC shall invoice WRCOG directly for CONS Phase expenses to be funded with TUMF funds, incurred in accordance with this Cooperative Agreement and the Three Party TUMF Agreement. RCTC shall submit invoices to WRCOG at the frequency specified in the Three Party TUMF Agreement, in a form and with such detail as required by WRCOG. RCTC shall provide copies of such invoices to the City at the same time.
- M. RCTC shall invoice Caltrans directly for CONS Phase expenses to be funded with TCEP funds, incurred in accordance with this Cooperative Agreement and the

Caltrans Cooperative Agreement. RCTC shall submit invoices to Caltrans at the frequency specified in the Caltrans Cooperative Agreement, in a form and with such detail as required by Caltrans. RCTC shall provide copies of such invoices to the City at the same time.

5. The City shall hold RCTC harmless from any liability incurred by RCTC in its role as the SPONSOR under the Caltrans Cooperative Agreement; shall secure additional funding for the CONS Phase, if required; or shall agree to Project changes to ensure the CONS Phase work can be completed within the Caltrans Cooperative Agreement funding amount.

6. The Cooperative Agreement shall be amended to include a new Exhibit "A-1", which exhibit includes a Funding Summary for the CONS Phase estimate.

7. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original. Facsimile signatures, including signatures transmitted by electronic mail, shall have the same force and effect as original signatures.

8. This Amendment No. 1 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

9. Except as amended by this Amendment No. 1, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1.

[Signatures on following page]

**SIGNATURE PAGE
TO
AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT FOR
SR-60/POTRERO BOULEVARD INTERCHANGE PROJECT**

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement as of the Effective Date.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF BEAUMONT

By: _____
Aaron Hake, Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to RCTC

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT "A-1"
CONS SCOPE of WORK
FUNDING SUMMARY

The estimated cost of the CONS Phase (which shall include construction management and construction contracts) for the Project, as further detailed below, is set forth in the Funding Summary below.

THE SR-60/POTRERO BLVD INTERCHANGE PHASE 2 PROJECT IS LOCATED IN THE CITY OF BEAUMONT AT THE WESTERN END OF THE SAN GORGONIO PASS AREA OF RIVERSIDE COUNTY ON SR-60, BETWEEN JACK RABBIT TRAIL AND THE SR-60/I-10 JUNCTION. THE PROJECT RECEIVED ED APPROVAL ON MARCH 1, 2013. PHASE 2 WILL RESUME COMPLETION OF THE REMAINDER OF THE PROJECT WHICH INCLUDES THE CONSTRUCTION OF THE FOLLOWING PROPOSED IMPROVEMENTS; WIDENING POTRERO BLVD TO 6 LANES, 2 DIAGONAL ON-RAMPS, 2 LOOP ON-RAMPS, 2 DIAGONAL OFF-RAMPS, REALIGNMENT OF WESTERN KNOLLS AVE, AND AUXILIARY LANES ON SR-60.

FUNDING SUMMARY

FUNDING TABLE					
IMPLEMENTING AGENCY:			RCTC		
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	Totals
FEDERAL	RCTC	TCEP	0	\$33,500,000	\$33,500,000
LOCAL	WRCOG	Local TUMF Zone	0	\$13,500,000	\$13,500,000
LOCAL	RCTC	Local TUMF Regional Arterial	0	\$8,000,000	\$8,000,000
LOCAL	CITY	CIP General Fund	\$10,113,000	0	\$10,113,000
LOCAL	CITY	CIP Fund Balance/DIF-R&B	0	\$3,000,000	\$3,000,000
Totals			\$10,113,000	\$58,000,000	\$68,113,000