

**COVER AGREEMENT TRANSMITTAL LETTER**

Date	<u>April 16, 2025</u>
Utility Number	<u>COB-600</u>
Post Mile	<u>28.1 / 29.8</u>
Project ID No.	<u>0800020445</u>
EA	<u>34142</u>
Subject to Buy America	Yes <u>X</u> No <u>      </u>

Enclosed is the Cover Agreement (Agreement).

In summary, the Riverside County Transportation Commission (RCTC) will perform the adjustment to grade of your manhole and valve covers at no cost to the City of Beaumont (CITY) in order to accommodate RCTC's Potrero Boulevard Phase II Interchange construction project on State Route 60 (SR60). RCTC's planned construction will include construction of a new interchange connection to SR60 at Potrero Boulevard (Br. No. 56-0849) between Interstate 10 (I-10) and Jack Rabbit Trail, as well as improvements to the existing Potrero Boulevard, in the City of Beaumont, County of Riverside, California.

This Agreement also gives the CITY the option to do the adjustment to grade work yourself based on the liability determination. Liability for the adjust-to-grade work is 100% RCTC. CITY shall provide inspection services at no cost to RCTC.

If the Agreement is satisfactory, please have the appropriate official date, sign and return it to me as soon as possible for final execution and distribution.

This project is currently scheduled for construction January 2026. This project is subject to Buy America. Re-used materials are considered Buy America compliant; new materials must be accompanied by a Buy America Certification from the vendor.

If you have any questions, please contact the project Utility Coordinator at (951) 801-5402 or via email [mmays@epicland.com](mailto:mmays@epicland.com). Your cooperation is appreciated.

Respectfully submitted,



Mike Mays  
Project Utility Coordinator

Enclosures

1 – Cover Agreement

**COVER AGREEMENT**

Date: \_\_\_\_\_

RCTC Agreement No.: 25-72-093-00

**PARTIES:**

1. Riverside County Transportation Commission, hereinafter referred to as "RCTC" includes RCTC, its officers, agents, employees and contractors.
2. City of Beaumont, hereinafter referred to as "OWNER" includes the OWNER, its officers, agents, employees and contractors.

**RECITALS:**

- A. OWNER operates and maintains underground utility facilities in the State of California.
- B. In order to facilitate the planning, design and construction of RCTC's Potrero Boulevard Phase II Interchange project ("Project"), and to ensure the continuity of the roadway/highway, manhole and valve cover adjustments need to be made. Utilities may not be responsible for the cost of performing such adjustments, depending upon the liability determination made by RCTC, with the cost of such activities allocated as provided by California law, and state of California's Department of Transportation's ("Caltrans") policies.
- C. RCTC is willing to assume control of the performance and cost of such adjustments to certain manhole and valve covers in order to facilitate RCTC's project needs as provided herein.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. This Agreement for the Adjustment of Manhole and Valve Covers ("Agreement") is made and executed by the parties hereto in connection with the provisions of Sections 680.5 and 707.5 of the California Streets and Highways Code ("SHC"). This Agreement shall exclusively govern the determination of the obligations and costs to be borne by each party hereto in regard to work described herein in lieu of determination in connection with and under the provisions of Sections 673, 680 and 700 to 707, inclusive, of said SHC, as now or hereafter existing, or under any other laws applicable to said subject matter.
2. This Agreement shall apply only to RCTC's Project and related activities for all of the OWNER's manhole and valve covers within the Project limits. With regard to any other agreements or parties, this Agreement is not intended to, and shall not, establish any precedent, principle, rule or guide to interpretation.
3. For purposes of this Agreement, manhole and valve cover adjustment is limited to the following: adjusting manhole frames and covers, replacing existing manhole frames, and adjusting manhole rings, valve covers and meter boxes. This Agreement does NOT include adjustment to grade of gas, electric or telephone vaults, or any other utility facility not mentioned in this Agreement.

4. RCTC shall issue a conflict letter ("Conflict Letter") to the OWNER that (a) identifies the manhole and valve covers that are in physical conflict with RCTC's Project, and (b) includes a document ("Reply") in which the OWNER will designate the manhole and valve covers that the OWNER agrees need to be adjust-to-grade. OWNER shall return the Reply to RCTC within 30 days of receipt of the Conflict Letter. RCTC is authorized to adjust only the manhole and valve covers that are designated by OWNER and agreed to by RCTC. The work to be performed by RCTC under this Agreement is expressly limited to the work required to adjust the manhole and valve covers that are listed in the Conflict Letter, and the Reply shall not and cannot expand the list of manhole and valve covers.
  5. Notwithstanding the other terms of this Agreement, RCTC may, at its sole option, elect to NOT adjust-to-grade manhole and valve covers that do not satisfy Caltrans standard specifications, as amended from time to time (including without limitation manhole and valve covers that do not use standard rings or covers).
  6. This Agreement does not apply to the relocation, rearrangement, removal or protection of utility facilities.
  7. All existing manhole and valve covers will be reused unless the manhole and/or valve cover requires replacement. Replacement manhole and valve covers with ancillary parts must meet Buy America ("BA") compliance by RCTC's contractor. RCTC's contractor is to provide BA replacement manhole and valve covers per OWNER's specifications in response to the Cover Adjustment to Grade letter. If no specifications are provided to RCTC by OWNER in the Reply, RCTC's contractor is authorized to use a general specification attached to the Cover Adjustment to Grade letter.
  8. All work under this Agreement shall be preceded by the delivery of a written Notice to Owner ("NTO") by RCTC to OWNER. RCTC shall list the manhole and valve covers that RCTC is authorized to adjust pursuant to the Reply, and RCTC will identify the manhole and valve covers that RCTC elects to adjust. If RCTC elects to not adjust manhole and/or valve covers which the OWNER authorized RCTC to adjust pursuant to the Reply, then the OWNER shall be responsible for the adjustment of those manhole and valve covers in accordance with the provisions of the NTO, and the OWNER shall allocate sufficient staff and resources to meet all of the schedules established for the Project design and construction work.
  9. Following the receipt of the Cover Adjustment to Grade letter, the OWNER shall provide confirmation regarding the identity and typical characteristics (including size, material, contents, pressure or capacity) of OWNER's utility facility and related activities, including, but not limited to, inspection services at no expense to RCTC, in accordance with RCTC's time schedule. OWNER to provide OWNER's written confirmation to RCTC within 30 days of the date that OWNER receives the Cover Adjustment to Grade letter.
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10. When manhole and valve cover adjustment work is performed by RCTC under this Agreement, the cost of work shall be borne by RCTC. When manhole and valve cover adjustment work is performed by the OWNER under this Agreement, the cost of work shall be allocated to the liability determination made by RCTC.
  11. RCTC may perform the work under this Agreement or RCTC may perform the work through the services of a third-party contractor.
  12. It is intended that all work under this Agreement performed by RCTC shall be performed using a contractor acceptable to RCTC. OWNER grants RCTC, immediately upon receipt of the NTO and in accordance with RCTC's time schedule, permission to perform manhole and valve cover adjustments within OWNER's private rights of way and facilities, wherever located. OWNER retains the right to require reasonable controls and restrictions provided such items are set forth in writing and delivered to RCTC (in response to Cover Adjustment to Grade letter) at least 30 days from the receipt of the Cover Adjustment to Grade letter.
    - a. As part of this Agreement, OWNER shall submit, in writing, OWNER's preliminary specifications for the adjustment of manhole and valve covers to grade by RCTC.
    - b. OWNER will approve, in writing, RCTC's final specifications for the adjustment of manhole and valve covers to grade.
  13. OWNER shall have access to all phases of the work to be performed by RCTC's contractor for the purposes of inspection in order to ensure that the work being performed for the OWNER is in accordance with the specifications contained in the highway contract, provided such access is made at no cost to RCTC. OWNER will be notified by RCTC's Resident Engineer to schedule a final field inspection per RCTC's NTO.
  14. Upon completion of the work performed by RCTC's contractor, OWNER agrees to accept ownership and the responsibility for the maintenance of the manhole and valve covers.
  15. This Agreement supersedes and replaces any previous agreement between the parties relating to the work required to adjust identified manhole and valve covers in physical conflict with RCTC's Project.
  16. This Agreement may only be amended, changed or altered by mutual written agreement of the parties.
  17. This Agreement may be terminated by either party upon ninety (90) days written notice from the terminating party to the other party.
  18. Time shall be of the essence of this Agreement.

**Signatures on the following page**

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RCTC Agreement No. 25-72-093-00

