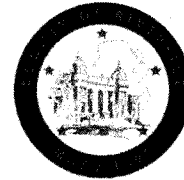


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.37
(ID # 5543)

MEETING DATE:

Tuesday, January 9, 2018

FROM : TLMA-TRANSPORTATION:

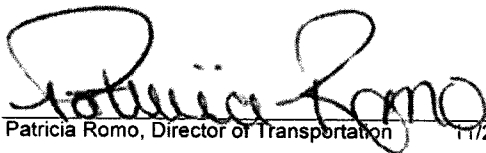
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION:

Serfas Club Drive Sidewalk Improvement Project Agreement between the County of Riverside and the Riverside County Transportation Commission for Funding under the Senate Bill 821 Bicycle and Pedestrian Facilities Program. District 2; [\$307,500]; SB 821 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Senate Bill (SB) 821 Funding Agreement between the County of Riverside (County) and Riverside County Transportation Commission (RCTC) for the Serfas Club Drive Sidewalk Improvement Project; and
2. Authorize the Chairman of the Board to execute the same.

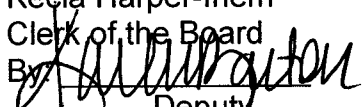
ACTION: A-30, Policy


Patricia Romo, Director of Transportation 11/21/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: TLMS-Transp.

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 113,500	\$ 194,000	\$ 307,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: SB 821 (100%)			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Serfas Club Drive Sidewalk Improvement Project (Project) was selected to receive \$307,500 in funding under RCTC's SB 821 Bicycle and Pedestrian Facilities Program (SB 821 Program). Biennially, RCTC issues a call for projects and awards SB 821 Program funds to candidate projects based on a competitive selection process. The attached funding agreement outlines the terms and conditions for the receipt of the SB 821 Program funds.

The proposed Project will include the construction of approximately 640 feet of sidewalk and pedestrian access ramps along the west side of Serfas Club Drive between Monterey Peninsula Drive and Pine Crest Drive in the Coronita area. The County recently installed a traffic signal at the intersection of Serfas Club Drive and Monterey Peninsula Drive which included pedestrian improvements at the intersection. In addition, the newly completed State Route 91 (SR 91) Freeway project included sidewalk improvements on Serfas Club Drive northerly from Pine Crest Drive. The proposed Project will fill in the missing sidewalk gap on Serfas Club Drive between the new traffic signal improvements at Monterey Peninsula and the recent SR 91 improvements to the north.

Project Number: C50069

Impact on Residents and Businesses

In the local community surrounding the project location there are several destinations and origins that would be served by the Serfas Club Sidewalk Project. These include: the West Corona Metrolink Station, the Corona Auto Center and Industrial Development area, various commercial developments, the newly constructed apartment complex at Palisades Drive, Serfas Club Park, and the Cesar Chavez Academy.

SUPPLEMENTAL:

Additional Fiscal Information

The County will have a 2-year term to complete the Project upon approval of this Agreement. In addition to the \$307,500 in SB 821 funding, the County is proposing to provide a 50% local match of \$307,500 in Gas Tax funds for a total Project cost estimate of \$615,000. There are no County General Funds used on this Project.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Agreement

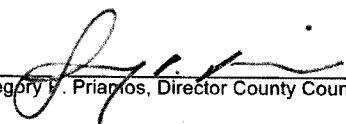
Location Map


Kristine Bell-Vaidez

12/6/2017


Cynthia M. Gouzel, Supervising Deputy County Counsel

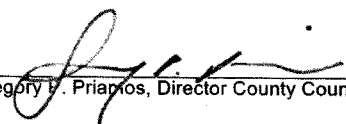
12/6/2017


Gregory P. Priaplos, Director County Counsel

12/6/2017


Melissa Noone, Associate Management Analyst

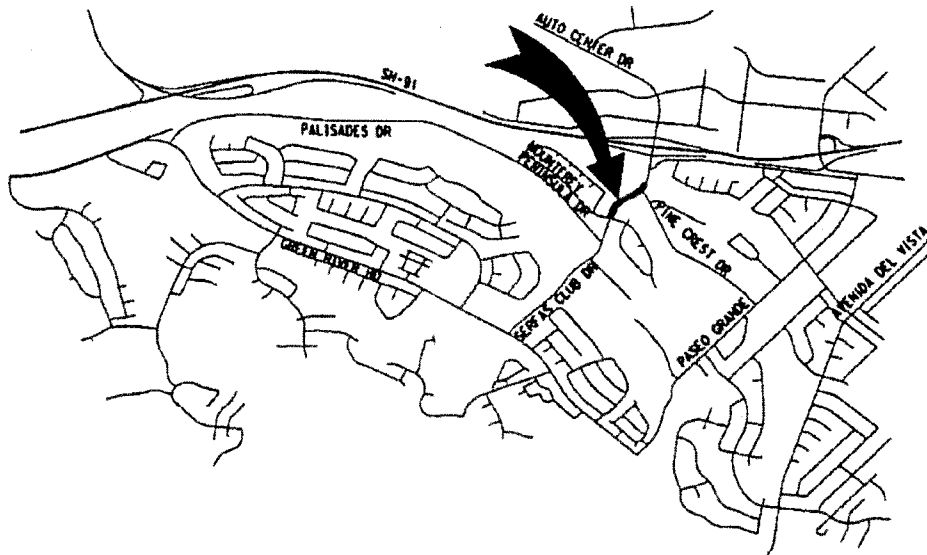
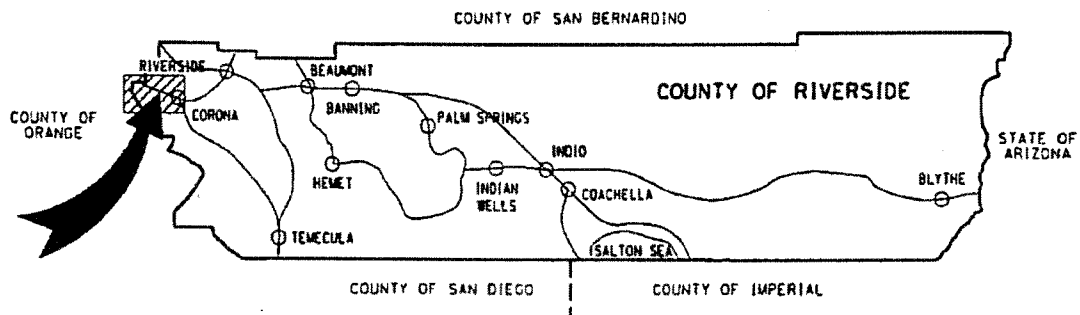
1/3/2018


Gregory P. Priaplos, Director County Counsel

12/6/2017

PROJECT LOCATION MAP
EXHIBIT A

SERFAS CLUB DRIVE
SIDEWALK SAFETY IMPROVEMENT PROJECT
BETWEEN PINE CREST DRIVE AND MONTEREY PENINSULA DRIVE
CORONA AREA



WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT No. 18-62-020-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND
PEDESTRIAN FACILITIES PROGRAM**

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of Jan. 22, 2018 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the County of Riverside ("RECIPIENT"). RCTC and RECIPIENT may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.
- B. Under RCTC's SB 821 Bicycle and Pedestrian Facilities Program ("PROGRAM"), cities and counties in the County of Riverside are notified of the availability of PROGRAM funding and a call for projects ("CALL FOR PROJECTS") is anticipated to be issued biennially by RCTC.
- C. On February 6, 2017, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2018 PROGRAM funding, which applications were reviewed in accordance with the applicable evaluation criteria included in the CALL FOR PROJECTS.
- D. Based on the application attached as Attachment 1 and incorporated herein by this reference, RECIPIENT has been selected to receive PROGRAM funding for its proposed Serfas Club Drive Sidewalk Improvements Project ("PROJECT").
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants and consideration contained herein, the Parties mutually agree as follows:

- 1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
- 2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Three Hundred Seven Thousand, Five Hundred Dollars (\$307,500), to be used exclusively for reimbursing the RECIPIENT for

eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) days of a written request by RCTC unless RECIPIENT can demonstrate in writing, subject to written approval by RCTC in its sole discretion, the following: (i) valid reason for why PROJECT costs were significantly lower than the estimate included in RECIPIENT's attached application for funding, and (ii) written proposal for how any unused FUNDING AMOUNT will be used for a proposal to support the PROJECT or other use that supports the goals and requirements of the PROGRAM.

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work attached hereto and incorporated herein as Attachment 3 ("SCOPE OF WORK"). All PROJECT costs not included in the SCOPE OF WORK and not expressly permitted under Article 3 of the Transportation Development Act and the PROGRAM policies shall be considered ineligible for REIMBURSEMENT. In the event the SCOPE OF WORK needs to be amended, RECIPIENT shall submit a letter requesting such amendment, the reasons for the requested change and confirmation that costs associated with the proposed amendment are eligible for PROGRAM reimbursement for written approval by RCTC, which approval is subject to RCTC's discretion.

In the event of any ambiguity between this AGREEMENT, PROGRAM policies, and applicable law, the following order of precedence will govern: (1) Applicable law; (2) PROGRAM policies; (3) this AGREEMENT.

2.2 Timing for Project Completion. In accordance with the PROGRAM policies attached hereto as Attachment 2, RECIPIENT has twenty-four (24) months to complete the PROJECT from the date of this AGREEMENT, unless otherwise agreed to in writing by the PARTIES. If the PROJECT is not completed within 24 months, RCTC shall have the sole discretion to delete the PROJECT from the PROGRAM and reprogram the funding for future approved PROGRAM projects. RECIPIENT will not be reimbursed until the PROJECT is accepted as complete in writing by RCTC following the submission of the PROGRAM funding claim form ("CLAIM FORM") attached hereto and incorporated herein as Attachment 4. In the event additional time is needed for the completion of the PROJECT, RECIPIENT may submit a letter to RCTC requesting an extension of time to complete the PROJECT with an explanation of why the PROJECT cannot be completed under the existing schedule for completion included as Attachment 3, attached hereto and incorporated herein. Before and after PROJECT photographs must be included with the CLAIM FORM upon PROJECT completion, as well as copies of paid invoices and any other backup requested for repayment and audit purposes.

2.3 Increases in Project Funding. The FUNDING AMOUNT may, at RCTC's sole discretion, be augmented with additional PROGRAM funds and local agency match funds proportionate to the amounts included in Section 3 if there is a FUNDING AMOUNT balance and the RECIPIENT provides justification as to the reason for the funding increase. Any such increase in the FUNDING AMOUNT must be approved in writing by RCTC's Executive Director and RCTC shall be under no obligation whatsoever to approve any increase in the FUNDING AMOUNT. No such increased funding shall be expended to pay for any PROJECT work already completed.

2.4 Cost Savings. In the event that bids or proposals for the PROJECT are lower than anticipated, or there are cost savings for any other reason, the FUNDING AMOUNT shall be reduced through an amendment to the AGREEMENT mutually agreed to in writing by the Parties. RECIPIENT shall inform RCTC of any cost savings and any cost savings shall be returned to RCTC or may be reprogrammed with written approval by RCTC for other RECIPIENT projects that align with the PROGRAM. No PROGRAM funding may be used for projects not approved by RCTC. If RECIPIENT provides a local match commitment and there are cost savings on the PROJECT, RCTC will still be reimbursed at the matching ratio in effect at the time of PROJECT selection and approval despite such cost savings in accordance with PROGRAM policies.

2.5 No Funding for Temporary Improvements. Only segments or components of the PROJECT that are intended to form part of or be integrated into the PROJECT may be funded by PROGRAM funds. No improvement(s) which is/are temporary in nature, including but not limited to temporary lanes, curbs, or drainage facilities, shall be funded with PROGRAM funds except as needed for staged construction of the PROJECT.

2.6 Review and Reimbursement by RCTC. Upon receipt of the final detailed invoice from the RECIPIENT clearly documenting work completed and corresponding costs, RCTC may request additional documentation or explanation of the SCOPE OF WORK costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the RECIPIENT within thirty (30) days. In the event that RCTC disputes the eligibility of the RECIPIENT for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. Additional details concerning the procedure for the RECIPIENT's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Attachment 4.

2.7 Recipient's Funding Obligation to Complete the Work. In the event that the PROGRAM funds allocated to the SCOPE OF WORK represent less than the total cost of the PROJECT, RECIPIENT shall be solely responsible for providing such additional funds as may be required to complete the PROJECT. RCTC has no obligation with respect to the safety of any SCOPE OF WORK performed at a PROJECT site. Further, RCTC shall not be liable for any action of RECIPIENT or its contractors relating to the condemnation of property undertaken by RECIPIENT or construction related to the PROJECT.

2.8 Recipient's Obligation to Repay Program Funds to RCTC. In the event it is determined, whether through a post-completion audit or otherwise, the PROJECT was not completed in accordance with the PROGRAM requirements or this AGREEMENT, RECIPIENT agrees that any PROGRAM funds distributed to RECIPIENT for the PROJECT shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues, if applicable. RECIPIENT acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due to RECIPIENT, in an amount not to exceed the total of the PROGRAM funds distributed to RECIPIENT, and/or initiate legal action to compel repayment, if the RECIPIENT fails to repay RCTC within a reasonable time period not to exceed one hundred eighty (180) days, including any good faith negotiations, from receipt of written notification from RCTC that repayment is required due to failure to comply with the PROGRAM policies or this AGREEMENT.

2.9 Records Retention and Audits. RECIPIENT shall retain all PROJECT records in an organized manner for a minimum of three (3) years following completion of the PROJECT. PROJECT records shall be made available for inspection by RCTC upon request. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the RECIPIENT in an amount in excess of the maximum PROGRAM provided for in this Section 2, or has provided reimbursement of ineligible PROJECT costs, the RECIPIENT shall reimburse RCTC for the excess or ineligible payments within thirty (30) days of notification by RCTC. This Section 2.9 does not supersede any rights or remedies provided to RCTC under Section 2.8 or applicable law.

3. Recipient's Local Match Contribution. RECIPIENT shall provide at least Three Hundred Seven Thousand, Five Hundred dollars (\$307,500) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. The foregoing amount may be reduced, as part of an amendment to this AGREEMENT, if there are cost savings as further detailed in Section 2.4 above. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.
4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 14; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.
5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance

with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

6. Indemnification. RECIPIENT shall defend, indemnify and hold RCTC, its officials, governing board members, officers, employees, agents, and consultants free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property, persons or government funding agency, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of the RECIPIENT, its officials, officers, employees, agents, and consultants related to a breach of this AGREEMENT or any act or omission arising out of the activities governed by this AGREEMENT. RECIPIENT'S obligation to indemnify includes without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. RECIPIENT shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its officials, officers, employees, agents, and consultants in connection with this AGREEMENT. RECIPIENT shall pay and satisfy any judgment, award or decree that may be rendered against RCTC, its officials, officers, employees, agents, and consultants in any such suits, actions or other legal proceedings, including any settlement. RECIPIENT's obligation to indemnify shall not be restricted to insurance proceeds.
7. Expenditure of Funds by Recipient Prior to Execution of Agreement. Nothing in this AGREEMENT shall be construed to prevent or preclude RECIPIENT from expending funds on the PROJECT prior to the execution of this AGREEMENT, or from being reimbursed by RCTC for such expenditures. However, RECIPIENT understands and acknowledges that any expenditure of funds on the PROJECT prior to the execution of the AGREEMENT is made at RECIPIENT's sole risk and that some expenditures by RECIPIENT may not be eligible for reimbursement under this AGREEMENT.
8. Compliance with Applicable Laws and Insurance. RECIPIENT agrees to comply with all applicable laws and regulations, including public contracting laws, requirements for any local state or federal funding used, and records retention and performance reporting requirements concerning the SCOPE OF WORK and PROJECT, which applicable laws and regulations shall be passed on to contractors by RECIPIENT as applicable. RECIPIENT shall have the responsibility of making sure the appropriate amounts of insurance are included in all applicable agreements for the construction of the PROJECT and RCTC shall be named as an Additional Insured on all insurance certificates obtained for the completion of the PROJECT. PROJECT insurance funds, when available, shall be utilized for the repayment of any claims determined to have merit.

9. Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this AGREEMENT. RECIPIENT hereby designates Director of Transportation Dept [title], or his or her designee, as RECIPIENT'S representative to RCTC. RECIPIENT'S representative shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.
10. Monitoring of Progress by RCTC. RECIPIENT shall allow RCTC's designated representative, or designee, to inspect or review the progress of the work at any reasonable time with prior written notice by RCTC. RCTC may request that the RECIPIENT provide RCTC with progress reports concerning the status of the SCOPE OF WORK and PROJECT completion.
11. Binding on Successors in Interest. Each and every provision of this AGREEMENT shall be binding and inure to the benefit of the successors in interest of the Parties. Due to the specific obligations contemplated herein, this AGREEMENT may not be assigned by any Party hereto except with the prior written consent of the other Party.
12. Independent Contractors. Any person or entities retained by RECIPIENT or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the PROJECT shall at all times be under the exclusive direction and control of the RECIPIENT or contractor, whichever is applicable. The RECIPIENT or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the SCOPE OF WORK and as required by law. The RECIPIENT or contractor shall be responsible for all reports and obligations concerning such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.
13. Conflicts of Interest. For the term of this AGREEMENT, no member, officer or employee of RECIPIENT or RCTC, during the term of his or her service with RECIPIENT or RCTC, as the case may be, shall have any direct interest in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.
14. Termination. This AGREEMENT may be terminated for cause or convenience as further specified below.

14.1 Termination for Convenience. Prior to award of the construction contract for the PROJECT, either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to

RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 14.2.

14.3 Termination for Cause. Either RCTC or RECIPIENT may, by written notice to the other party, terminate this AGREEMENT, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other Party of such termination and specifying the effective date thereof. The written notice shall provide a thirty (30) day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

14.4 Effect of Termination for Cause. In the event that RECIPIENT terminates this AGREEMENT in response to RCTC's uncured material breach hereof, RCTC shall, within ninety (90) days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination. In the event that RCTC terminates this AGREEMENT in response to the RECIPIENT's uncured material breach hereof, the RECIPIENT shall, within one hundred eighty (180) days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. Notwithstanding termination of this AGREEMENT by RCTC pursuant to this Section 14.4, RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information. This AGREEMENT shall terminate upon receipt by the terminating Party of the amounts due it under this Section 14.4.

14.5 No Program Funding. In the event that RCTC determines there are inadequate PROGRAM funds for whatever reason, RCTC shall have the ability to immediately terminate the AGREEMENT with written notice to RECIPIENT. In the event that RCTC terminates this AGREEMENT under this Section 14.5, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT.

14.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section 14 are in addition to any other rights and remedies provided by law or under this AGREEMENT.

15. Notice. All notices hereunder shall be in writing and shall be effective upon receipt by the other Party. All notices and communications, including invoices, between the Parties to this

AGREEMENT shall be either personally delivered, sent by first-class mail, return receipt requested, sent by overnight express delivery service with postage or other charges fully prepaid as follows:

TO RCTC:

Anne Mayer
Executive Director
RCTC
4080 Lemon Street, 3rd Floor
Riverside, California 92501
Phone: (951) 787-7141

TO RECIPIENT:

Patty Romo
Director of Transportation
County of Riverside
4080 Lemon Street, 8th Floor
Riverside, California 92502
Phone: (951) 955-6740

Any party may update its address and contact information by providing written notice of the new information to the other Parties in accordance with this Section 15.

16. Prevailing Wages. RECIPIENT and any other person or entity hired to perform services on the SCOPE OF WORK are alerted to the requirements of California Labor Code Sections 1770 *et seq.*, which require the payment of prevailing wages where the SCOPE OF WORK or any portion thereof is determined to be a "public work," as defined therein. RECIPIENT shall ensure compliance with applicable prevailing wage requirements by any person or entity hired to perform the SCOPE OF WORK or any portion thereof falling within the definition of "public work." RECIPIENT shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation reasonable attorneys' fees, arising from any failure or alleged failure to comply with California Labor Code Sections 1770 *et seq.* on the PROJECT.
17. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
18. Entire Agreement. This AGREEMENT embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties with respect to these matters. Each Party acknowledges that no Party, agent or representative of the other Party has made any promise, representation or warranty, express or implied, not expressly contained in this AGREEMENT, that induced the other Party to sign this document. Modifications to this AGREEMENT shall be in the form of a written amendment executed by authorized representatives of the Parties to be bound.
19. Governing Law and Severability. This AGREEMENT shall be governed by, and be construed in accordance with, the laws of the State of California. If any portion of this

AGREEMENT is found to be unenforceable by a court of law with appropriate jurisdiction, the remainder of the AGREEMENT shall be severable and survive as binding on the Parties.

20. Attorneys' Fees. If any legal action is initiated for the enforcement/interpretation of this AGREEMENT, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.
21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.
24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement. Facsimile copies of signatures shall be treated as originals.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. 18-62-020-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN
FACILITIES PROGRAM**

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

By: 

Name: Anne Mayer

Title: Executive Director

RECIPIENT

COUNTY OF RIVERSIDE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

By: 

Name: Steven C. DeBaun

Title: Counsel to Riverside County
Transportation Commission

APPROVED AS TO FORM

By: _____

Name: _____

Title: _____

**SIGNATURE PAGE
TO
AGREEMENT NO. 18-62-020-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN
FACILITIES PROGRAM**

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be signed by their duly authorized representatives as of the Effective Date.

RCTC

By: _____

Name: Anne Mayer

Title: Executive Director

RECIPIENT

COUNTY OF RIVERSIDE

By: Chuck Washington

Name: Chuck Washington

Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-JHEM, Clerk
By: Deputy

APPROVED AS TO FORM

By: Steven C. DeBaun

Name: Steven C. DeBaun

Title: Counsel to Riverside County
Transportation Commission

APPROVED AS TO FORM

By: Kristine Bell-Valdez

Name: Kristine Bell-Valdez

Title: Deputy County Counsel

ATTACHMENT 1

(RECIPIENT APPLICATION FOR FUNDING)

FY17/18 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

I. APPLICANT INFORMATION

Lead Agency: County of Riverside Transportation Department
Project Name: Serfas Club Drive Sidewalk Improvements
Contact Person: Susan Vombar Title: Senior Civil Engineer
Telephone #: 951-955-1429 Fax #: _____
Email Address: svombar@rivco.org
Address: 3525 14th Street, Riverside CA 92501

II. PROJECT DETAILS

Project type (check all that apply):

☐ Bicycle Project ☒ Pedestrian Project

Project location:

☐ Coachella Valley ☒ Western Riverside County

Does this project proposal include any of the following? (check all that apply):

☒ Curb ☒ Gutter ☒ Driveway ramps

If any of the above were checked, is the benefit provided for the exclusive use of bicyclists/pedestrians?

☐ No ☒ Yes

III. PROJECT DESCRIPTION

Serfas Club Drive is a major arterial within the unincorporated Corona area of Riverside County. The proposed sidewalk project is located just south of State Route 91 on the west side of Serfas Club Drive as shown in Project Location Exhibit A. At SR 91 there is a full interchange with Serfas Club Drive. The freeway and interchange are currently undergoing reconstruction to improve the freeway, Express Lanes and interchanges along SR 91. As part of this SR 91 freeway project, sidewalk is being constructed to approximately 380' south of the intersection of Pine Crest Drive along the west side of Serfas Club Drive. The SR 91 project also included striped bike lanes between Palisades Drive and Wardlow Road, north of SR 91.

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The proposed Serfas Club Sidewalk Project will begin at the point where the SR 91 Freeway project sidewalk terminates and will end at the corner of Monterey Peninsula Drive where the County has recently installed a traffic signal. The sidewalk improvements associated with the SR 91 project are anticipated to be constructed by July 2017. The Monterey Peninsula Drive traffic signal project included pedestrian signals, painted crosswalks, new accessible ramps and concrete curb return to which the project will connect. The proposed Serfas Club Sidewalk Project will close the gap between the new signal and the new sidewalk installed with the freeway project. Exhibit B shows the proposed Serfas Club Sidewalk project design. Exhibit C shows the sidewalk improvements being installed with the freeway project.

Along the project, single family residences front Serfas Club Drive for a distance of approximately 450' of the project. The project also includes 190' segment along the frontage of a former golf course just north of the residences. Photos of the project area are provided in Exhibit D. Some properties have hardscape along the curb line that provides a somewhat flat surface to walk along, however those limited areas are discontinuous, and do not meet ADA compliance with regard to minimum width and slope allowances. There are also many obstacles such as large stone pedestals for mailboxes which impede pedestrian movement. Along the former golf course frontage there is a steep slope downward and heavy vegetation which does not allow any pedestrian movement.

The project will include removal and relocation of objects as needed to install a 6' sidewalk behind the existing concrete curb. Due to the slope of some of the properties, retaining curbs or walls will be necessary to meet the minimum sidewalk width and the maximum sidewalk slope. Some minor curb and asphalt repair is also anticipated to be necessary to construct the sidewalk. All sidewalk improvements will be within the existing right-of-way, however some temporary construction easements or rights of entry may be needed for construction.

The extension of the sidewalk along this segment will provide a gap closure and result in a continuous pedestrian facility for a length of 1.4 miles in which the project is centrally located.

IV. DESTINATIONS SERVED (15 pts)

In the local community surrounding the project location there are several destinations and origins that would be served by the Serfas Club Sidewalk project. These include the following:

1. West Corona Metrolink Station (0.50 mi.)
2. The Corona Auto Center and Industrial Development area (0.30 mi.)

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BIENNIAL CALL FOR PROJECTS APPLICATION

3. Restaurant and Fast Food at Wardlow Circle (0.28 mi.)
4. Fast Food and Gas Station Market at Frontage Road (0.10 mi.)
5. Newly Constructed Apartment Complex at Palisades Drive (0.11 mi.)
6. Industrial Employment Center on Palisades Drive (0.64 mi.)
7. Commercial Complex/Shopping Center (0.53 mi.)
8. Serfas Club Park (0.50 mi.)
9. Cesar Chavez Academy (0.35 mi.)

The location of each of these is shown in the attached Community Characteristics Exhibit E. Each is also within $\frac{1}{4}$ of a mile or less of the project.

To the north of the project is the Corona Auto Center there are currently 6 dealerships that are surrounded by various manufacturing and warehouse businesses, each of these offering a variety of employment opportunities. Near the Auto Center at Wardlow Circle and Serfas Club Drive there are 3 restaurants including two fast food and one sit down facility.

Just south of SR 91 there is a gas station with a market and a fast food restaurant that will be accessible to pedestrians from local residential and business developments.

South of the project location at Palisades Drive is a newly constructed, large apartment complex. Typically multi-family developments generate higher pedestrian and bicycle traffic and less vehicular traffic than generated by single family dwelling units. Residents of this complex will have a continuous pedestrian friendly route to all of the surrounding destinations.

To the east of the project on Paseo Grande south of Pine Crest Drive is Cesar Chavez Academy, a public K-8th grade school. There is a pedestrian access to the school at the terminus of Monterey Peninsula Drive which ties into the project at Serfas Club Drive, making it accessible to student and parent pedestrians.

Further south at Green River Road is a large commercial complex and shopping center which includes a large grocery store, fast food, a bank, a pre-school and a variety of other ancillary businesses. Directly across Serfas Club from the shopping center is Serfas Club Park, a 6.6 acre City owned park that includes softball field, basketball court, a jogging course, a barbecue and picnic area, covered shelter, children's playground, and restrooms.

FY17/18 SB 821 Bicycle and Pedestrian Facilities Program
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V. SAFETY (10 pts)

Serfas Club Drive is a major arterial roadway which has 2 lanes in each direction from SR 91 to Pine Crest Drive. Recently this segment south of Pine Crest Drive was restriped to include 1 southbound lane, a two-way left turn lane serving the residential driveways on both sides of the road, 2 northbound lanes, striped bike lanes in direction between the on-street parking and the travel lanes to improve safety.

The current traffic volume is 13,000 vehicles per day. Within the project limits there are no sidewalks on either side of the road. With the narrow vehicle and bike lanes, and the high demand for on-street parking along this segment, it is not appropriate for pedestrians to walk within the paved section. The photographs in Exhibit D depict the current conditions as they exist today. Due to the current construction activity of road widening and new sidewalk north of the project, pedestrian use is restricted, limiting the ability to provide photographs with pedestrians present.

Under normal circumstances, pedestrians either walk in the road along the bike lanes or on the residential frontages which are typically landscaped up to the curb with lawn, shrubs or some resident installed hardscape. Persons with disabilities are highly restricted from traveling along this segment due to the lack of sidewalk. Use of the bike lane adjacent to moving traffic is the only option. The proposed project will improve safety and allow for pedestrians of all ages and mobility levels to access local schools, businesses and services.

The posted speed limit on Serfas Club Drive is 35 mph based on the prevailing speed of traffic. According to the Safe Routes to School website, if a pedestrian is struck by a car traveling at 40 mph, there is an 85 percent likelihood that the pedestrian will be killed. Collision records indicate there have been no pedestrian involved collisions within the previous 5 years (1-1-12 to 12-31-16) on Serfas Club Drive between Pine Crest Drive and Monterey Peninsula Drive. During this same period however, there were 25 vehicular collisions including 9 injury collisions and 16 property damage only. Being that pedestrians are forced to use the street for at least a portion of their travel along this segment, the chances of a pedestrian being involved in a collision with a vehicle is a serious concern.

The project will include the elements necessary to complete the gap in the sidewalk system along Serfas Club Drive providing connectivity to the existing and proposed sidewalk improvements at each end of the project, and meet ADA and safety standards. According to a study by the UNC Highway Safety Research Center conducted for the Federal Highway Administration, the likelihood of a site with a paved sidewalk being a crash site is 88.2 percent lower than a site without a sidewalk after accounting for traffic volume and speed limits.

FY17/18 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

VI. PROJECT ENHANCEMENT (5 pts)

The Serfas Club Sidewalk Project is located along the frontage of seven single family homes that were built in 1974, and along a former golf course. At that time, the area was much more rural in nature and sidewalk was not required with the development of the houses. This area has since become fully developed with only infill and redevelopment projects remaining. There is no opportunity to require future development to build sidewalk in the proposed project location and in order for construction to occur, the County must find funds for construction.

The project will include an accessible, all weather concrete sidewalk adjacent to the existing curb and gutter. In addition to concrete sidewalk, required project elements include minor concrete curb repairs, driveway adjustments to comply with ADA requirements for the sidewalk, obstacle removal or replacement, all of which are necessary and for the exclusive benefit of the pedestrian. The 6' sidewalk width includes the 6" curb width per the County of Riverside design standards. Curb repairs will include areas where the concreted has chipped away leaving a tripping hazard for pedestrians, the cost of which is considered non-participating. Driveway adjustments will also be made to be consistent with the County design standard for sidewalk crossing a driveway. These County standards are shown in Exhibit F. These supporting features are critical to build the sidewalk and meet ADA and County requirements.

The encroachment into the former golf course includes widening the area behind curb to provide for the 6' sidewalk and rebuilding the slope necessary to match back into the existing topography at a rate no greater than 2:1 for slope stability. There are drainage features existing at the bottom of the slope that will be impacted by the grading and will be modified as part of the project. This work will require an environmental clearance for CEQA compliance and possibly regulatory agency permitting, all of which are included in the cost estimate for the project.

No additional right-of-way is required, however, temporary construction easements or rights-of-entry will be required for construction.

VII. MULTIMODAL ACCESS (5 pts)

Riverside Transit Agency (RTA) Route 1 provides service in the local area. This route provides service to the West Corona Metrolink Station. It is easily accessed from the project location north along Serfas Club Drive, and continuing northwest along Auto Center Drive. The West

FY17/18 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

Corona Metrolink Station is located approximately ¼ mile north of the project as shown on the Multimodal Access Exhibit G1.

At the Metrolink Station there are connecting transit services including the Metrolink trains, RTA buses, and the City of Corona's Corona Cruiser. Corona & Norco Dial-a-Ride is also available for door-to-door service.

Route 1 travels from the Metrolink Station easterly through the City of Corona on Sixth Street and continues into the City of Riverside to the University of California, Riverside, with many transfer station stop options along the way. Bus stops within the project area are as follows:

BUS STOP LOCATIONS			
	Route	Location	Cross Street
1	1	West Corona Metrolink Station	Railroad Street
2		Pomona Road, westbound west of	Maple Street
3		Pomona Road, eastbound east of	Maple Street

Exhibits G2 and G3 are the RTA Route 1 and Corona Cruiser maps, respectively, and show the extended service areas.

VIII. PROJECT BUDGET AND SCHEDULE

The project budget and local match may only encompass the pedestrian or bicycle facility project; no additional maintenance, street projects, etc. expenses should be included.

Total Estimated Project Cost	\$ <u>615,000</u>	(100 %)
Local Match* Committed: (10 pts)	\$ <u>307,500</u>	(50 %)
SB 821 Funds Requested:	\$ <u>307,500</u>	(50 %)

FY17/18 SB 821 Bicycle and Pedestrian Facilities Program
BIENNIAL CALL FOR PROJECTS APPLICATION

Breakdown of Estimated Project Cost (must add up to "Total Estimated Project Cost" above):

Engineering/Administration	\$ <u>187,000</u>
Right-of-Way	\$ <u>40,000</u>
Construction	\$ <u>315,100</u>
Other (specify): <u>curb, gutter and driveway repairs</u>	\$ <u>72,900</u>

Estimated Construction start date (Mo/Yr): February 2019

Estimated Construction end date (Mo/Yr): June 2019

The County of Riverside is committed to funding the portion of the project as shown above and as stated in the attached commitment letter (Exhibit H).

IX. CERTIFICATION

I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies.

Signature

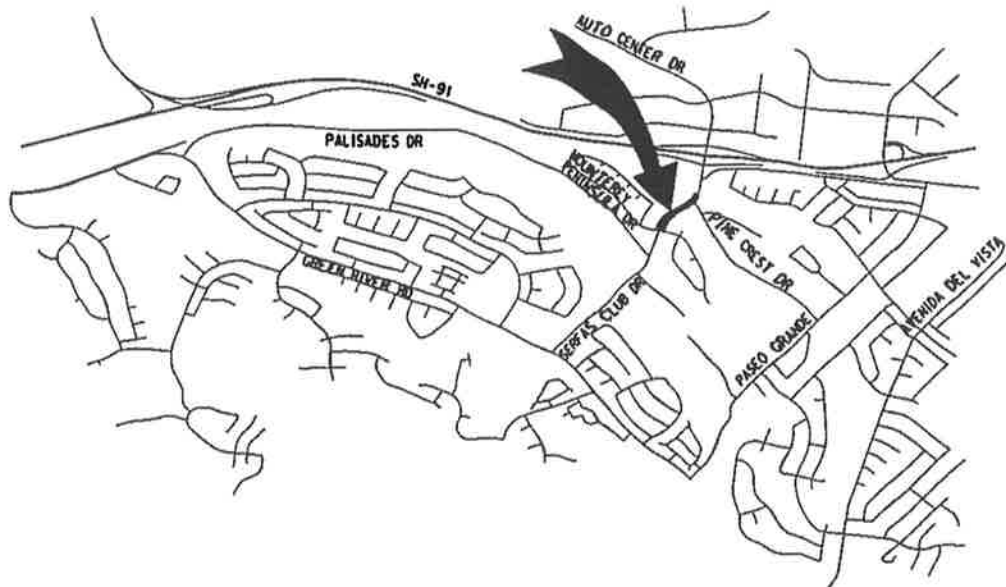
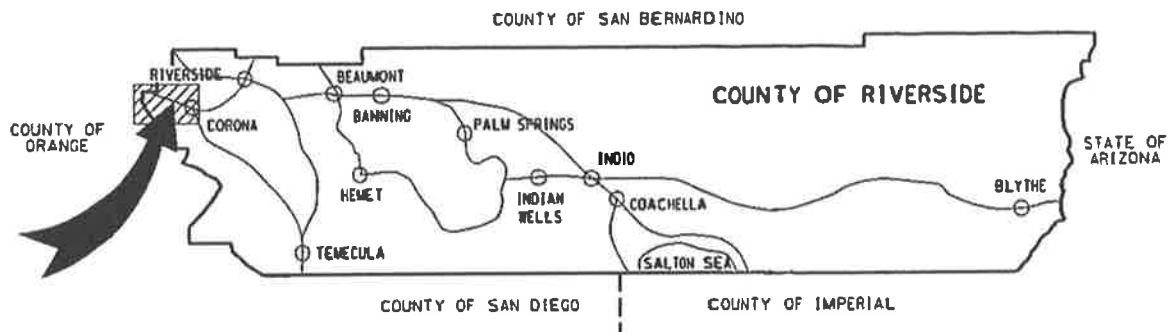


Title: Director of Transportation

Date 4-27-2017

PROJECT LOCATION MAP EXHIBIT A

SERFAS CLUB DRIVE SIDEWALK SAFETY IMPROVEMENT PROJECT BETWEEN PINE CREST DRIVE AND MONTEREY PENINSULA DRIVE CORONA AREA





- LEGEND:**
- PROPOSED SIDEWALK
 - PROPOSED DRIVEWAY
 - RIGHT of WAY
 - PROPOSED RETAINING WALL
 - PROPOSED CHAIN LINK FENCE
 - PROPOSED RETAINING CURB

SERFAS CLUB DR SIDEWALK
NO SCALE **EXHIBIT B**

- | RECORD | PLAN CHECK OVERSIGHT ENGINEER | REGISTRATION NUMBER | DATE SIGNED |
|--------|-------------------------------|---------------------|-------------|
| | | | |
- APPROVED AS TO CONFORMANCE WITH APPLICABLE COUNTY STANDARDS AND PRACTICES.



SCALE 1" = 50'

PD-C23

DATE PLOTTED => 3/17/2017
TIME PLOTTED => 3:14:53 PM

EXHIBIT D

Photographs

Starting at Monterey Peninsula Drive

Moving northerly along the project



Looking southbound from Monterey Peninsula Drive



Curbside mail boxes and landscape features



Existing non-ADA compliant walkway



Landscape abutting curb, further north



Current narrow walkway behind mailboxes



Cars park on parkway forcing pedestrians into the street to pass



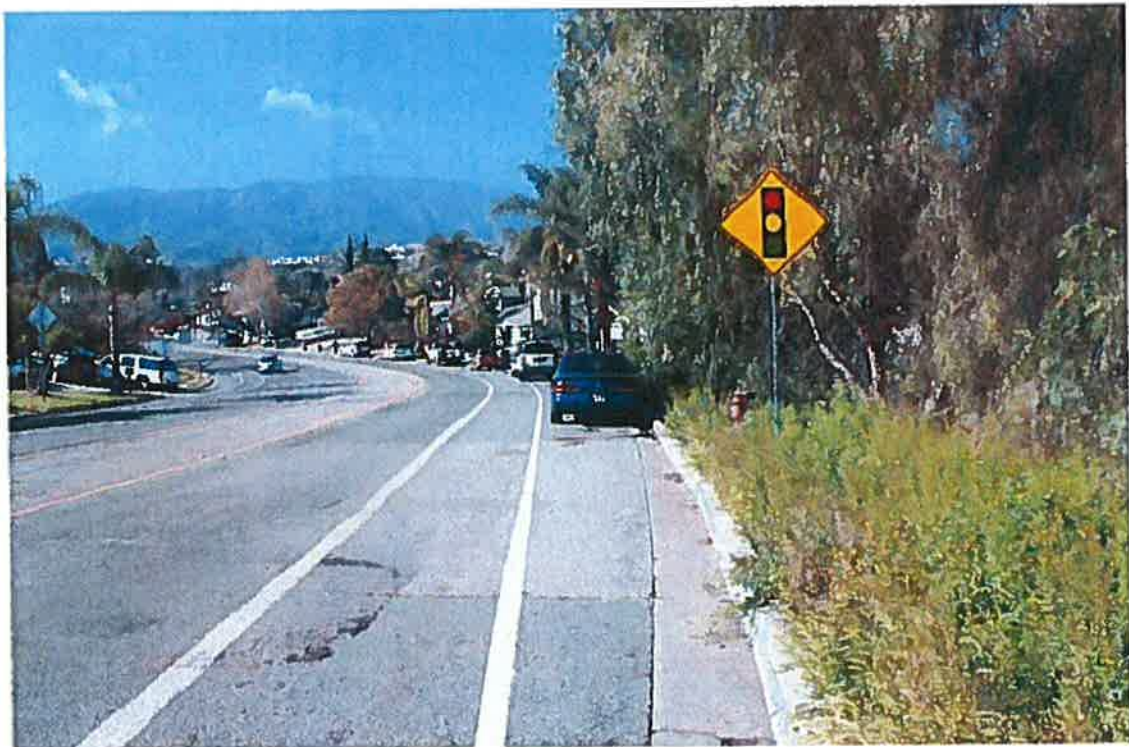
North end of residential frontage looking toward the former golf course



Looking northbound at the former golf course location



Looking at heavy brush/trees at the former golf course location



Looking southbound at the former golf course frontage



Current Caltrans construction activity south of SR 91



Current Caltrans construction activity south of SR 91

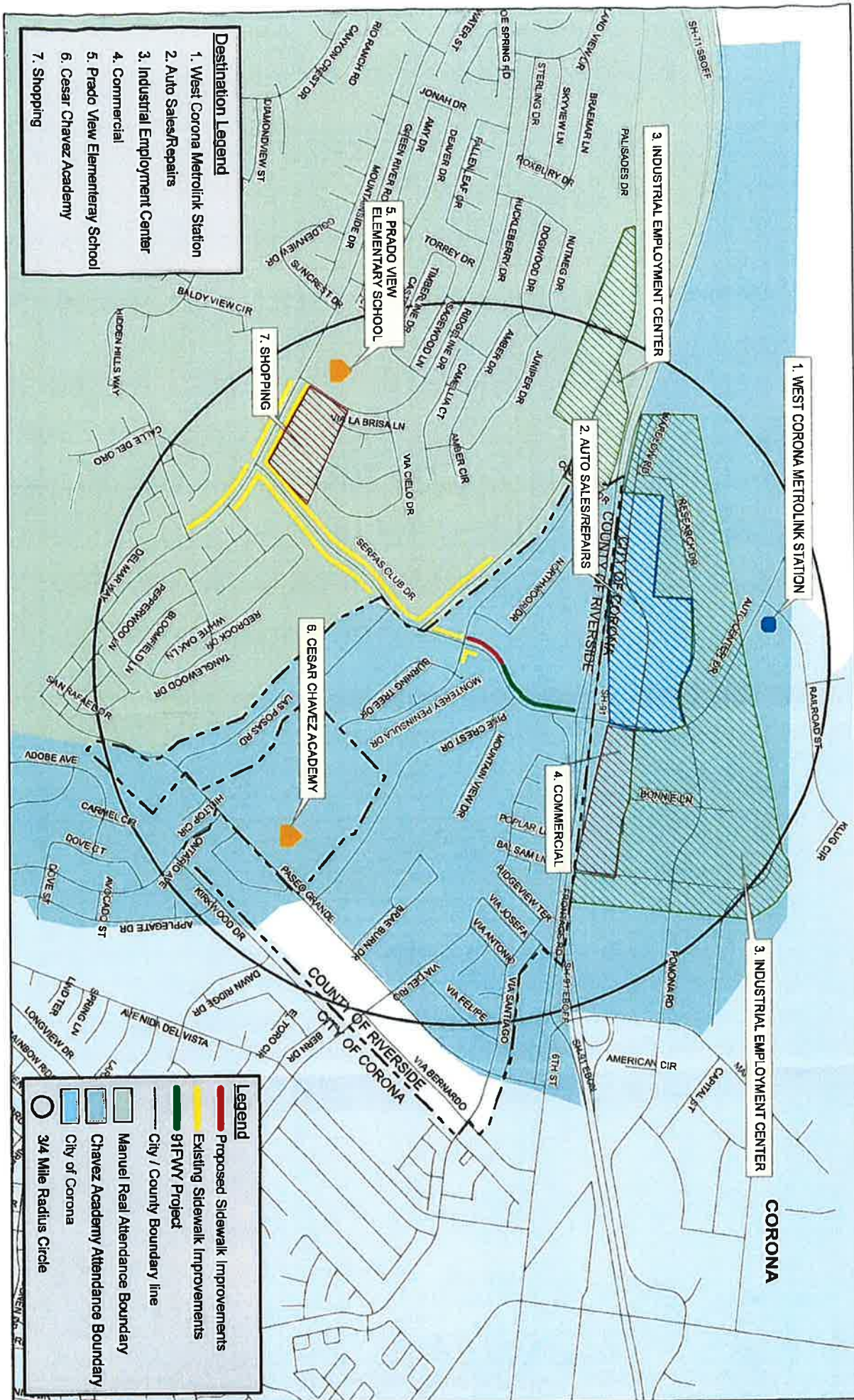
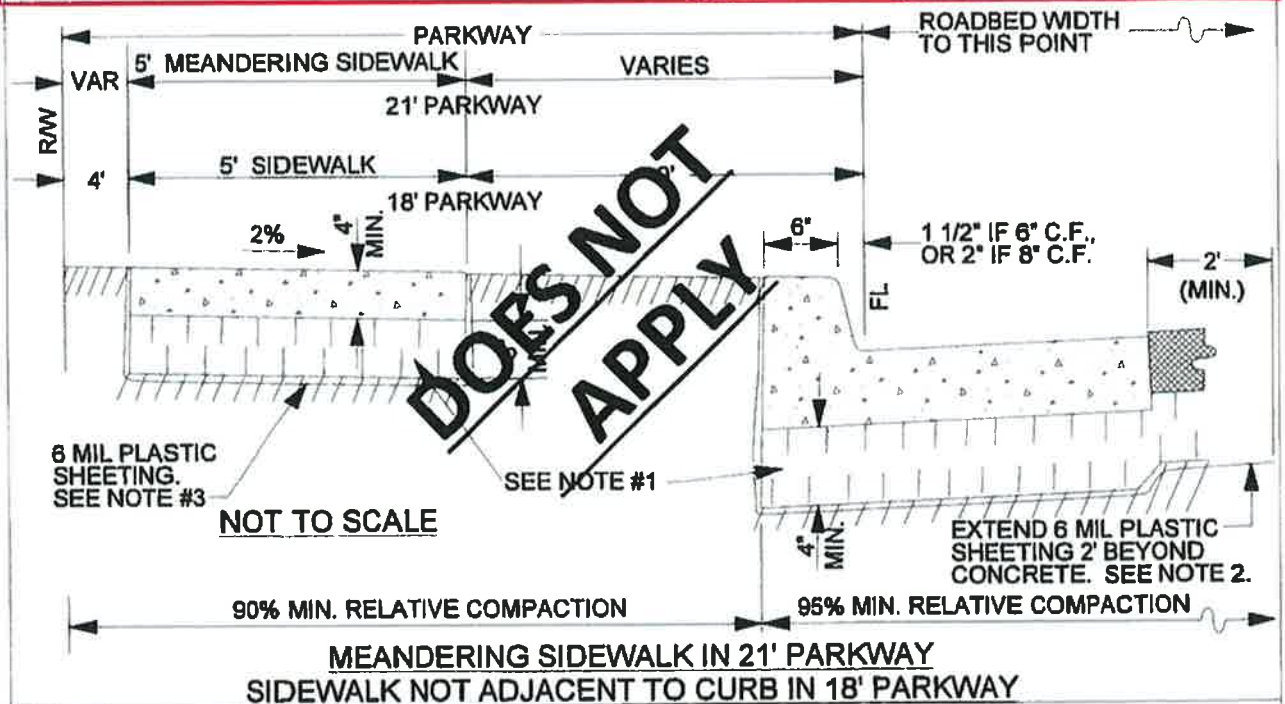
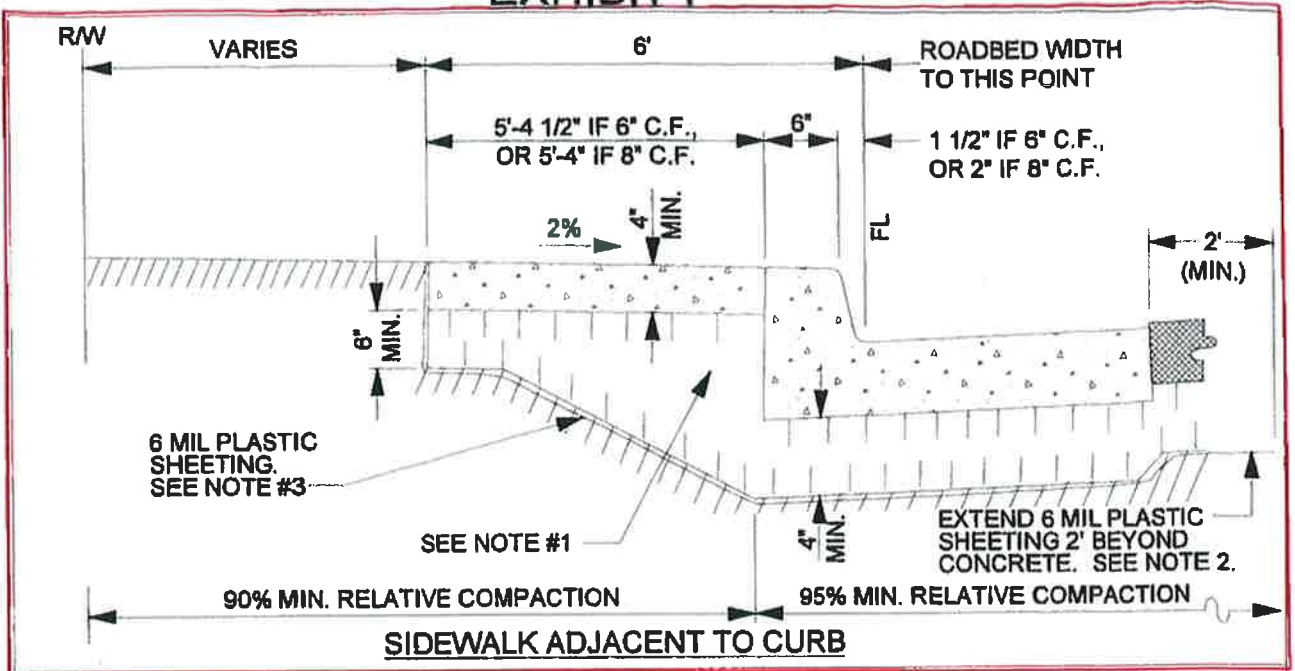
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EXHIBIT F



NOTE:

1. AGGREGATE BASE OR APPROVED SELECT MATERIAL WHEN SOILS REPORT INDICATES PRESENCE OF EXPANSIVE SOIL CONDITIONS.
2. ALL CONSTRUCTION SHALL BE CLASS "B" CONCRETE.
3. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).

APPROVED BY:

George A. Johnson
 DIRECTOR OF TRANSPORTATION
 GEORGE A. JOHNSON, RCE 42328

DATE: 05/01/07



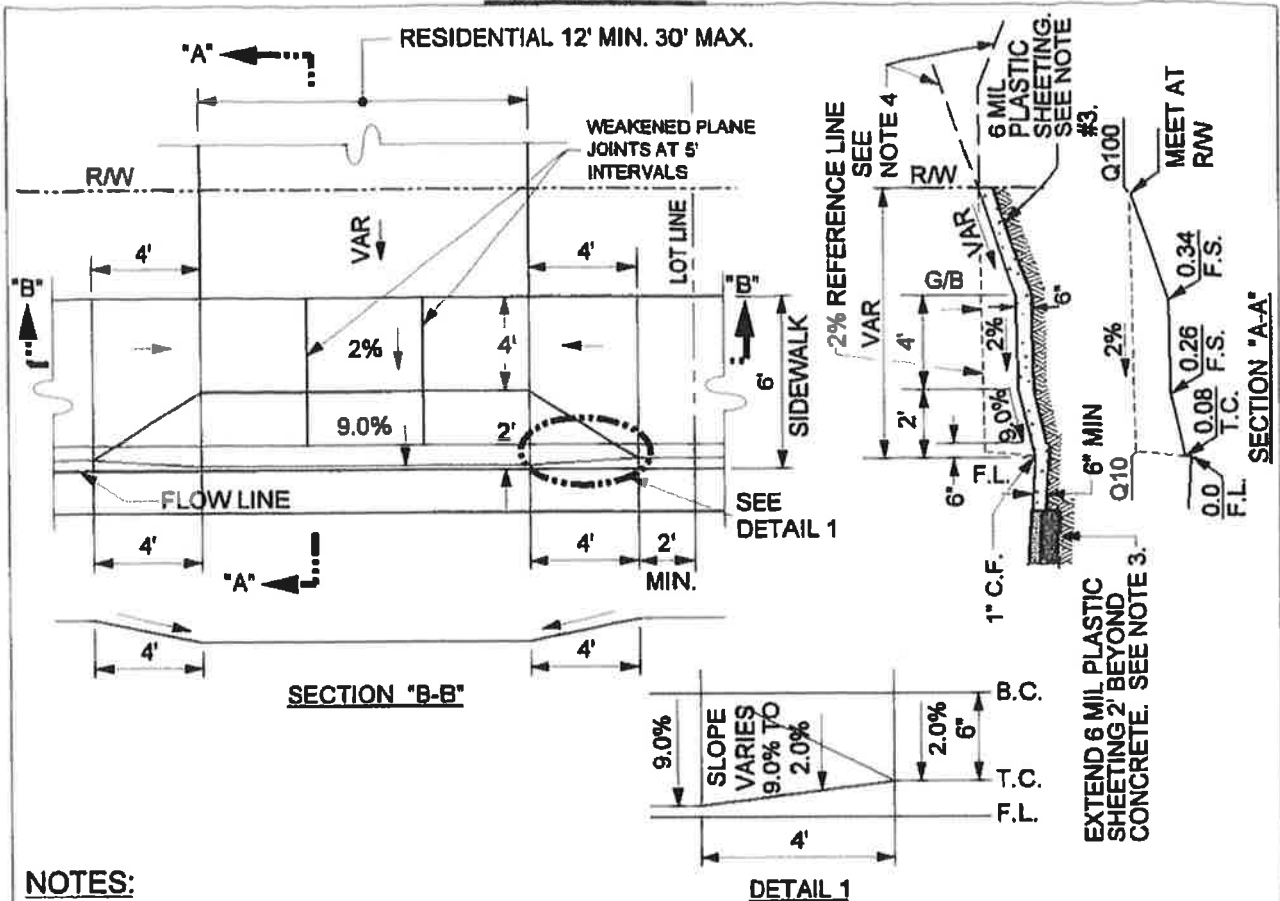
COUNTY OF RIVERSIDE

SIDEWALK AND CURB

STANDARD NO. 401

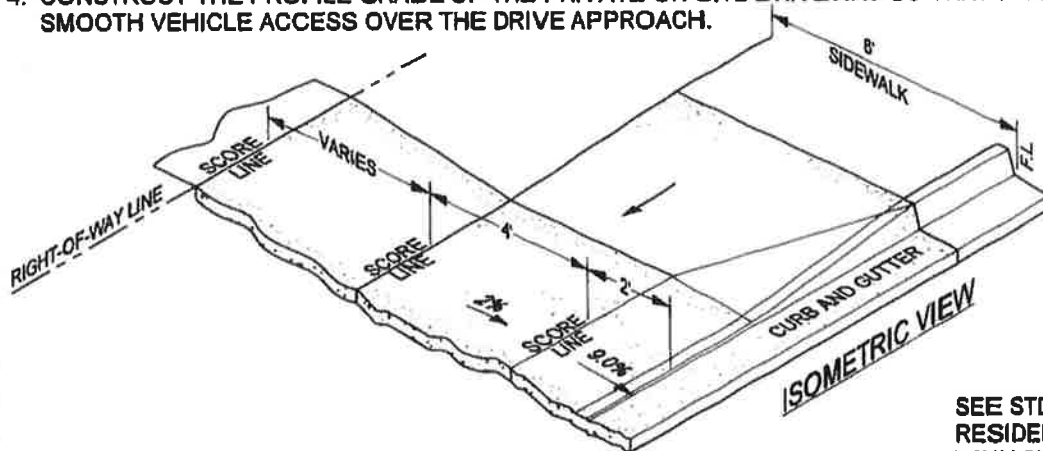
REVISIONS	REV.	BY:	APRD	DATE	REV.	BY:	APRD	DATE
8-71, 11-77	1				4			
8-82, 9-88	2				5			
4-90, 11-04	3				6			

EXHIBIT F



NOTES:

1. ALL CONSTRUCTION SHALL BE CLASS "3" CONCRETE.
2. 20' OF FULL-HEIGHT CURB REQUIRED BETWEEN DRIVEWAYS WITHIN ANY ONE PROPERTY FRONTAGE.
3. USE 6 MIL PLASTIC SHEETING WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).
4. CONSTRUCT THE PROFILE GRADE OF THE PRIVATE ON-SITE DRIVEWAY SO THAT IT PROVIDES SMOOTH VEHICLE ACCESS OVER THE DRIVE APPROACH.



NOT TO SCALE

SEE STD NO. 213 FOR
RESIDENTIAL DRIVEWAY
WITH SIDEWALK AT R/W

APPROVED BY:

George A. Johnson
DIRECTOR OF TRANSPORTATION
GEORGE A. JOHNSON, RCE 42328

DATE: 11/15/04



COUNTY OF RIVERSIDE

**RESIDENTIAL DRIVEWAY
WITH SIDEWALK AT CURB**

REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
8-71, 8-77	11-04	1			4			
5-80, 2-82		2			5			
2-90, 12-97		3			6			

STANDARD NO. 207



EXHIBIT G2

UCR - Downtown Riverside - Corona

Information Center
(951) 565-5002
Web site
www.RiversideTransit.com

1

Routing and timetables
subject to change.
Rutas y horarios son
sujetos a cambios.

Also serving: California Baptist University, Parkview Community Hospital, Kaiser Hospital.
Sunday service on: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas
Day and New Year's Day.



Riverside - Downtown Metrolink Station

Boarding diagram Page 35						
1	15	54	200	208	210	212
216	Omnitrans 215			Metrolink		
Amtrak		SunLine 220				

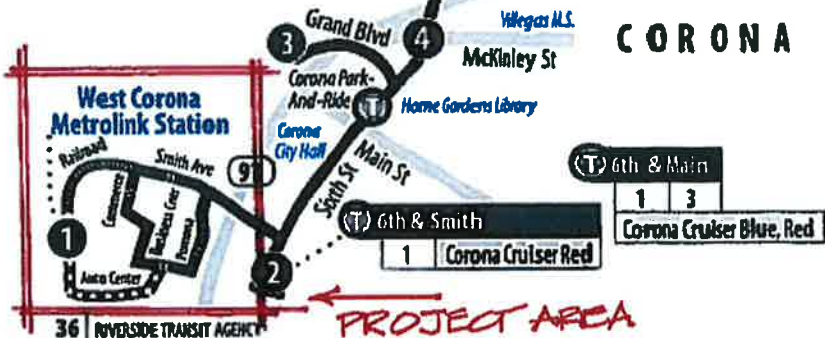
Magnolia & 14th				
1	13	15	50	

Brockton Arcade				
1	10	14	15	

RIVERSIDE

Galleria at Tyler						
Boarding diagram Page 32						
1	10	12	13	14		
15	21	27	200	216		

Corona Transit Center			
Boarding diagram Page 31			
1	3	206	216
Corona Cruiser Blue, Red			



Legend | Map not to scale

- 1 Time and/or Transfer Point
- Transfer Point and Information
- Alternate Routing
- Long-term Detour Routing

CORONA

6th & Main		
1	3	
Corona Cruiser Blue, Red		

University & Lemon				
1	10	14	15	
22				

UCR at Bannockburn			
1	16	51	
52	204		

Chicago & University			
1	13	14	
22			

RTA and Corona Cruiser honor each other's Day and 30-Day passes at shared stops.

EXHIBIT G3

Ride with us...

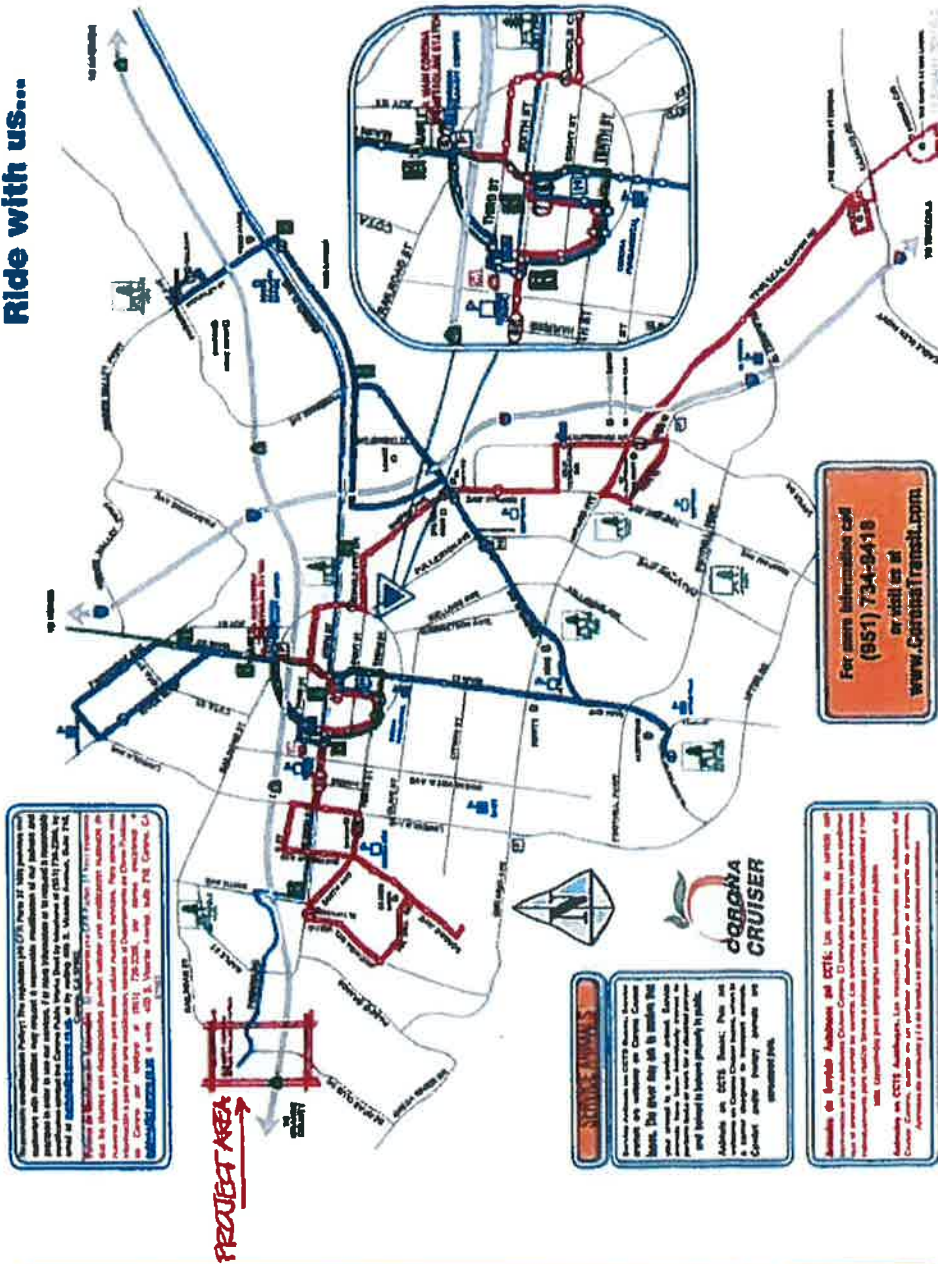




EXHIBIT H

COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Transportation and Land
Management Agency Director

Patricia Romo, P.E.
Director of Transportation

Transportation Department

April 24, 2017

Subject: Funding Commitment for the FY17/18 SB821 Bicycle and Pedestrian Facilities Program – Serfas Club Drive Sidewalk Safety Improvement Project

Dear SB821 Evaluation Committee:

This letter provides confirmation that the Riverside County Transportation Department has funding available to commit to the local share match presented in this application for the Serfas Club Drive Sidewalk Safety Improvement Project. Each year the County Transportation Department prepares an annual Transportation Improvement Program that is approved by the Board of Supervisors. This project will be included in our Transportation Improvement Program upon notification of funding availability from the SB821 Bicycle and Pedestrian Facilities Program.

Please do not hesitate to contact me at (951) 955-6747 should you have any questions about this funding commitment from the Riverside County Transportation Department.

Sincerely,

Patricia Romo
Director of Transportation

PR:SV:sa
cc: File

ATTACHMENT 2

(PROGRAM POLICIES)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES PROGRAM ADOPTED POLICIES

Transportation Development Act Policies

1. Up to 5% of Article 3 apportionment can be used to supplement other funding sources used for bicycle and safety education programs; the allocation cannot be used to fully fund the salary of a person working on these programs.
2. Article 3 money shall be allocated for the construction, including related engineering expenses, of the facilities, or for bicycle safety education programs.
3. Money may be allocated for the maintenance of bicycling trails, which are closed to motorized traffic.
4. Facilities provided for the use of bicycles may include projects that serve the needs of commuting bicyclists, including, but not limited to, new trails serving major transportation corridors, secure bicycle parking at employment centers, park and ride lots, and transit terminals where other funds are available.
5. Within 30 days after receiving a request for a review from any city or county, the transportation-planning agency shall review its allocations.
6. Up to 20 percent of the amount available each year to a city or county may be allocated to restripe Class II bicycle lanes.
7. A portion of each city's allocation may also be used to develop comprehensive bicycle and pedestrian plans. Plans must emphasize bike/pedestrian facilities that support utilitarian bike/pedestrian travel rather than solely recreational activities; a maximum of one entire allocation per five years may be used for plan development.
8. Allowable maintenance activities for the local funds are limited to maintenance and repairs of Class I off-street bicycle facilities only.

RCTC Policies

1. The SB 821 Call for Projects will occur on a biennial basis, with a release date of the first Monday of every other February and a close date of the last Thursday of every other April, beginning in 2015.
2. If a project cannot be fully funded, RCTC may recommend partial funding for award.
3. Agencies awarded funds will not be reimbursed for any project cost overruns.
4. Agencies being awarded an allocation will be reimbursed in arrears only upon submitting adequate proof of satisfactory project completion, including but not limited to the claim form for the fiscal year in which the project was awarded, copies of paid invoices, and photographs of the completed project.

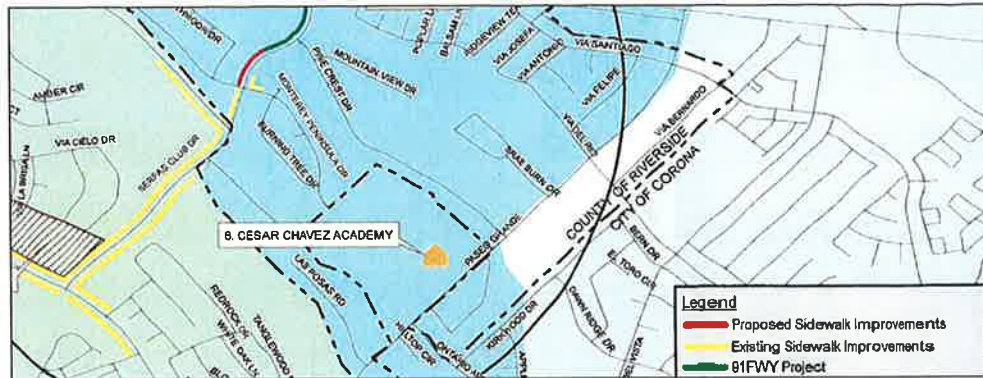
5. The allocated amount represents the maximum amount eligible for reimbursement. For projects completed under the allocated amount, the agency will be reimbursed at the matching ratio in effect at the time of project selection and approval.
6. The Commission expects all projects to be ready for construction; therefore, an agency will have twenty-four (24) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay is due to unforeseen circumstances. Where substantial progress or a compelling reason for delay can be shown, the agency may be granted administrative extensions in twelve-month increments at the discretion of the Executive Director.
7. Any programmed and unused Article 3 Program funds will be forfeited unless that agency can a) utilize the unused funds to complete projects that are the same or similar in scope and/or are contiguous to the approved project or b) apply the funds to a project previously submitted under an Article 3 call for projects and approved by the Commission, subject to Executive Director approval.
8. Design and construction of facilities must conform to the general design criteria for non-motorized facilities as outlined in the Caltrans Highway Design Manual.
9. Temporary facilities, projects in the bid process, or projects that are under construction will not be funded.
10. The SB 821 evaluation committee will be comprised of a minimum of five evaluators representing a wide range of interests; such as: accessibility, bicycling, Coachella Valley, public transit, and the region. Staff, consultants, and other representatives from agencies submitting project proposals will not be eligible to participate on the evaluation committee that year.
11. Following each call, staff will monitor the equity of allocations to Coachella Valley versus Western Riverside County; the allocation should be relative to what the Coachella Valley's share would have been if distributed on a per capita basis (the percentage of funds applied for should also be taken into consideration). If the allocation is often found to be inequitable to the Coachella Valley, staff will recommend adoption of a new policy to correct the imbalance.
12. Certain costs at times associated with bicycle/pedestrian projects are not eligible when the benefit provided is not the exclusive use of bicyclists/pedestrians, such as: curb and gutter as part of roadway drainage system, driveway ramps installed across sidewalks, and where roadway design standards require a roadway shoulder width that is at least as wide as a standard bike lane.

ATTACHMENT 3

(SCOPE OF WORK)

SCOPE OF WORK:

The proposed sidewalk project is located just south of State Route 91 on the west side of Serfas Club Drive. Install 1.4 miles of sidewalk from where the SR 91 Freeway project sidewalk terminates and the project will end at the corner of Monterey Peninsula Drive including: removal and relocation of objects as needed to install 6' sidewalk behind the existing concrete curb, retaining curbs or walls; and minor curb and asphalt repair.



FUNDING:

	ARTICLE 3 AWARD	LOCAL MATCH	%*	TOTAL PROJECT COST
PROJECT TITLE: Serfas Club Drive Sidewalk Improvements	\$307,500	\$307,500	50%	\$615,000

*Local Match Source: Gas Tax

If Total Project Cost is lower than anticipated, Article 3 will be reimbursed at 50% of Total Project Cost.

BREAKDOWN OF TOTAL PROJECT COST	
Engineering and Administration (Admin. for local match only)	\$ 187,000
Right of Way (for local match only)	\$ 40,000
Construction	\$ 315,100
Other (Specify) (for local match only): Curb, gutter, driveway repairs	\$ 72,900
Total Project Cost	\$ 615,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

<u>Phase</u>	<u>Start</u>	<u>End</u>	<u>Comments</u>
Engineering	9/01/2017	12/30/2018	
Right of Way	01/01/2019	04/30/2019	Permit to enter and construct driveway matchups
Construction	06/01/2019	08/30/2019	Construction during summer recess. End date indicates end of substantial construction activity.
Other (specify):	09/01/2019	12/31/2019	Project closeout through NOC.

ATTACHMENT 4

(PAYMENT CLAIM FORM)

**TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES
NON-TRANSIT CLAIM FORM
FY 2017/18**

CLAIMANT: _____ COUNTY: RIVERSIDE

ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NO.: _____

I verify that the information on this Claim Form is true and accurate to the best of my knowledge.

Signed: _____ Date: _____

PROJECT NAME: _____

START DATE (Mo/Yr): _____

COMPLETED DATE (Mo/Yr): _____

TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:

Total Project Cost: \$ _____ (100%)

Local Match Spent: \$ _____ (Enter %)

SB 821 Funds Spent: \$ _____ (Enter %)

Breakdown of Total Project Cost:

Administration (for local match only): \$ _____

Engineering: \$ _____

Right-of-Way (for local match only): \$ _____

Construction: (Include final billing and back up for Construction
Contract documentation) \$ _____

Other: (Specify) (for local match only) \$ _____

Total Claim (must add up to "Total Project Cost" above): \$ _____

ASSURANCE OF MAINTENANCE

TDA ARTICLE 3 SB 821 BICYCLE AND PEDESTRIAN FACILITIES

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS ALLOCATED
\$ _____ TO THE CITY/COUNTY OF _____ SIDEWALK/BIKEWAY
PROJECT PURSUANT TO AGREEMENT DATED _____, 2017; AND,

WHEREAS, THIS INVESTMENT OF PUBLIC FUNDS CAN BE FULLY REALIZED IF THIS
FACILITY IS MAINTAINED TO ADEQUATE OPERATING STANDARDS FOR USE BY COMMUTER AND
RECREATIONAL PEDESTRIAN/BICYCLISTS:

THEREFORE, THE CITY/COUNTY OF _____ ASSURES THAT THIS
FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS AND RCTC SHALL HAVE
THE RIGHT TO ENFORCE COMPLIANCE WITH THIS MAINTENANCE ASSURANCE THROUGH
APPROPRIATE AND LAWFUL MEANS.

SIGNED: _____

TITLE: _____

DATE: _____