

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



ITEM: 3.19  
MT: (ID # 10909)

**MEETING DATE:**

Tuesday, October 22, 2019

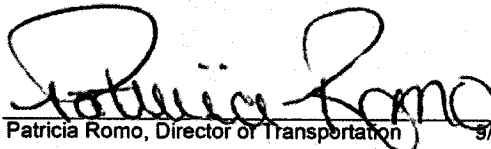
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Mecca Curb Ramp Accessibility Project Agreement between the County of Riverside and the Riverside County Transportation Commission under the Senate Bill 821 Bicycle and Facilities Funding Program. District 4. [\$250,000 Total - 100% SB 821]

**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 Mecca Curb Ramp Accessibility Project; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:**Policy

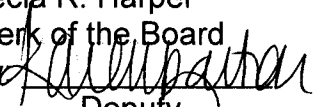
  
Patricia Romo, Director of Transportation 9/17/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 22, 2019  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 90,000	\$ 160,000	\$ 250,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: SB 821 (100%)</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 19/20 – 20/21</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Mecca Curb Ramp Accessibility Project (Project) was selected to receive \$250,000 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 Agreement for Funding outlines the terms and conditions for the receipt of the SB 821 Program funds.

The proposed Mecca Curb Ramp Accessibility Project includes modifying or replacing existing curb ramps at approximately 72 locations within the Mecca community of unincorporated Riverside County. The proposed project limits are within the area bounded by 64<sup>th</sup> Avenue on the north, 66<sup>th</sup> Avenue on the south, Lincoln Street on the west, and Johnson Street on the east (see Exhibit A, Project Location Map).

As part of the County’s compliance with the Americans with Disabilities Act (ADA) requirement to prepare a Self-Evaluation and Transition Plan, the County has been measuring, inventorying, and identifying non-compliant curb ramps throughout the County, and has been programming projects for the modifications to curb ramps as funds become available. As part of this process, the County has determined that approximately 72 ramps in Mecca need to be modified to meet current ADA requirements.

Project Number: C4-0052

**Impact on Residents and Businesses**

There are several community destinations providing goods and services to the residents of adjacent residential communities that are within walking distance of the proposed curb ramp improvements. Among these destinations are; Mecca Elementary School, Saul Martinez Elementary School, Mecca Community Center and Sports Complex, Boys and Girls Club of Coachella Valley, Mecca Family Service Center and Community Health Clinic, Mecca Library, United States Postal Service, Riverside County Fire Department Station 40, Shopping/Local Markets, and various Industrial Developments.

**SUPPLEMENTAL:**

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

**Additional Fiscal Information**

The County will have a 2-year term to complete the Project upon approval of this Agreement. In addition to the \$250,000 in SB 821 funding, the County is proposing to provide a 50% local match of \$250,000 in Gas Tax funds for a total Project cost estimate of \$500,000. There are no County General Funds used on this Project.

**ATTACHMENTS**

Agreement  
Location Map



Jason Farin, Senior Management Analyst

10/15/2019

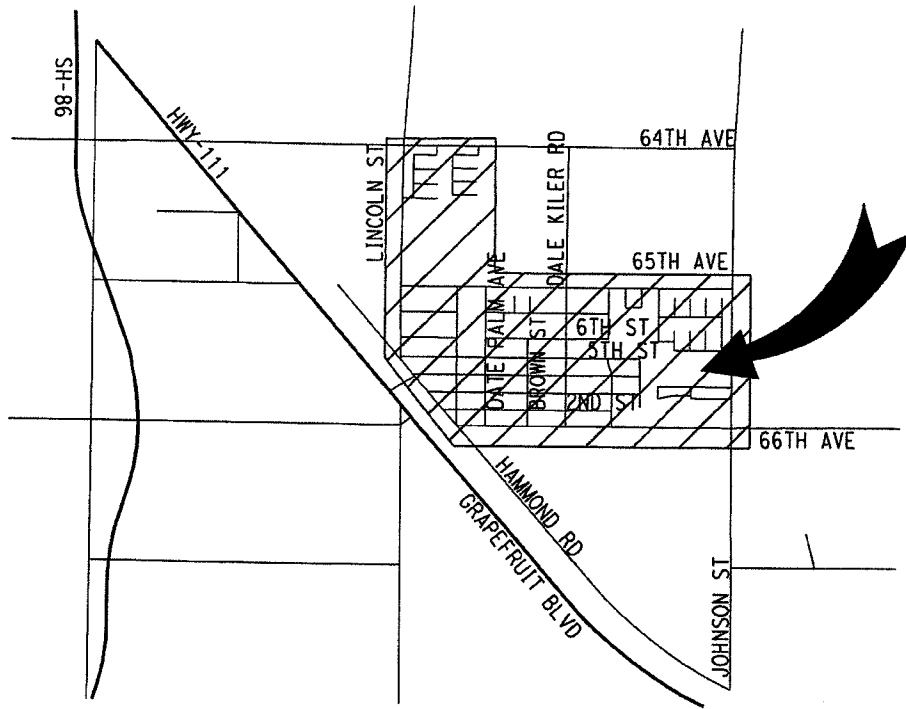
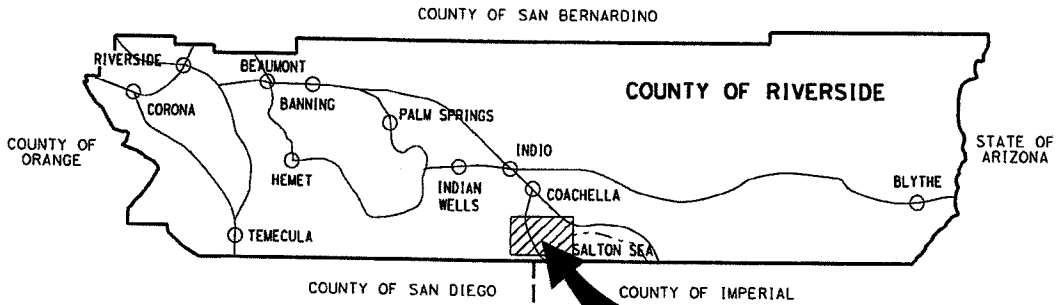


Gregory V. Priapros, Director County Counsel

9/26/2019

# PROJECT LOCATION MAP EXHIBIT A

## MECCA CURB RAMP ACCESSIBILITY PROJECT MECCA AREA



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1019  
P.O. Office Box 1147, Riverside, Ca 92502 1147  
Thank you.

AGREEMENT NO. 19-62-119-00

**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 \_\_\_\_\_, 2019 ("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 4, 2019, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2020 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 Mecca Curb Ramp Accessibility 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 Two Hundred and Fifty Thousand Dollars (\$250,000), 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. In the case of any conflict between this Agreement and any of its attachments, the body of this Agreement shall govern.

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 Two Hundred and Fifty Thousand Dollars (\$250,000) 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. 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 shall be looked to first 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 \_\_\_\_\_ [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. 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.

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, 8<sup>th</sup> 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. 19-62-119-00  
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**

**RECIPIENT**

**COUNTY OF RIVERSIDE .**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: 

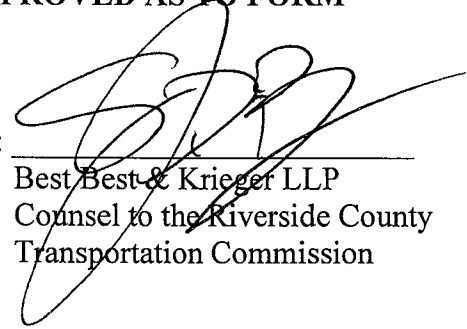
Name: KEVIN JEFFRIES

Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
KECIA R. HARPER, Clerk  
By:  DEPUTY

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

By:   
Best Best & Krieger LLP  
Counsel to the Riverside County  
Transportation Commission

By:  9/18/19

Name: Kristin Bell Valdez

Title: Supervising Deputy County Counsel

**ATTACHMENT 1**

(RECIPIENT APPLICATION FOR FUNDING)

**FY19/20 SB 821 Bicycle and Pedestrian Facilities Program**  
**BIENNIAL CALL FOR PROJECTS APPLICATION**

**I. APPLICANT INFORMATION**

Lead Agency: County of Riverside Transportation Department  
Address: 3525 14<sup>th</sup> Street, Riverside, CA 92501  
Contact Person: Dennis Acuna Title: County Traffic Engineer  
Telephone #: (951) 955-6820 Fax #: (951) 955-3164  
Email Address: dacuna@rivco.org  
Project Name: Mecca Curb Ramp Accessibility Project

**II. PROJECT DETAILS**

Project type:

Bicycle Project  Pedestrian Project

Project located within a disadvantaged community?

Yes  No  Partial

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**

The proposed Mecca Curb Ramp Accessibility Project includes modifying or replacing existing curb ramps at approximately 72 locations within the Mecca community of unincorporated Riverside County. The proposed project limits are within the area bounded by 64<sup>th</sup> Avenue on the north, 66<sup>th</sup> Avenue on the south, Lincoln Street on the west, and Johnson Street on the east (see Exhibit A, Project Location Map).

As part of the County's compliance with the Americans with Disabilities Act (ADA) requirement to prepare a Self-Evaluation and Transition Plan, the County has been measuring, inventorying,



## **FY19/20 SB 821 Bicycle and Pedestrian Facilities Program**

### **BIENNIAL CALL FOR PROJECTS APPLICATION**

and identifying non-compliant curb ramps throughout the County, and has been programming projects for the modifications to curb ramps as funds become available. As part of this process, the County has determined that approximately 72 ramps in Mecca do not meet current ADA requirements. Improvement plans currently in design for the project show the locations include in the proposed project (see Exhibit B, Proposed Improvements).

As established by California Environmental Protection Agency (CalEPA) for the purpose of SB 535, the proposed project location is located within a designated disadvantaged community and is among the 25% highest scoring census tracts for high amounts of pollution. This community is in the 97<sup>th</sup> percentile amongst impaired waste burden, the 97<sup>th</sup> percentile amongst solid waste burden, and the 92<sup>th</sup> percentile amongst pesticides burden.

#### **IV. DESTINATIONS SERVED**

There are several community destinations providing goods and services to the residents of adjacent residential communities that are within walking distance of the proposed curb ramp improvements. Among these destinations are:

1. Mecca Elementary School
2. Saul Martinez Elementary School
3. Mecca Community Center and Sports Complex
4. Boys and Girls Club of Coachella Valley
5. Mecca Family Service Center and Community Health Clinic
6. Mecca Library
7. United States Postal Service
8. Riverside County Fire Department Station 40
9. Shopping/Local Markets
10. Industrial Developments/Employment Center

The location of each of these destinations is shown on the attached Community Characteristics Map (Exhibit D).

## **FY19/20 SB 821 Bicycle and Pedestrian Facilities Program**

### **BIENNIAL CALL FOR PROJECTS APPLICATION**

Mecca Elementary School is located in the northwest portion of the community on Coahuilla Street and has an enrollment of 804 students with 75% of the student population wither walking or riding bikes to school. Saul Martinez Elementary School is located on the eastern edge of the community on Johnson Street and has an enrollment of 1,075 students. Pedestrian activity is generated by these two schools throughout the day and into most evenings. Due to the close proximity between the schools, local roadways in the area see a significant volume of pedestrian traffic before and after school.

Mecca Community Center and Sports Complex, located on Coahuilla Street adjacent to Mecca Elementary School, is a hub of community activity hosting camps, martial arts classes, fitness classes, and Community Council meetings. The pool at the Mecca Community Center has open swim time and lessons and is also available for rental. The Center also has a senior program where older members of the community can enjoy exercise, art, guest speakers, resources, lunch, and field trips. The sports facilities also include baseball and softball fields as well as basketball courts.

The Boys and Girls Club of Coachella Valley, located on 66<sup>th</sup> Avenue near the southern edge of the community, provides afterschool programs for Mecca Elementary and Saul Martinez Elementary with room for over 1,000 members to enjoy activities in the gymnasium, game room, technology center, education center, art room, boxing gym, community room, conference room, and outdoor courts. There is also a teen center offering a separate space for community members ages 13 and older, focusing on college and career preparation.

Mecca Family Service and Community Health Clinic, located on 66<sup>th</sup> Avenue adjacent to the Boys and Girls Club and the Mecca Library, offers a broad range of medical and dental services for both adults and children in the community.

Mecca Library is a branch of the Riverside County Library System and offers books, electronic resource databases, and a variety of resources for students and parents. They also offer programs and events like arts and crafts, movie nights, and story time for sessions for children. The library also serves as a meeting place for community groups and presentations.

The United States Postal Service is located on 2<sup>nd</sup> Street near the southern edge of the community. Because the postal service does not provide home delivery of mail in this area, residents must travel (often by foot) to the post office to pick up their daily mail.

The Riverside County Fire Department Station 40 is located on 66<sup>th</sup> Avenue, on the southern edge of the community. Station 40 provides services and support for medical emergencies and

## **FY19/20 SB 821 Bicycle and Pedestrian Facilities Program**

### **BIENNIAL CALL FOR PROJECTS APPLICATION**

hazardous materials emergencies, fighting fires, fire prevention, disaster preparation and safety, and hazard reduction for the residents and visitors of the area.

Shopping centers and local markets are located on Hammond Road and 2<sup>nd</sup> Street in the southwest portion of the community. This area consists of one medium-sized grocery store, three small convenience stores, one meat market, four restaurants, two auto part stores, one video store, and one hair salon. Many members of the community travel by foot and shop at these stores.

The industrial development and employment centers are located along Lincoln Street on the western side of the community. They include a produce wholesaler and food product supplier that supplies various employment opportunities to the local community. These developments, along with the shopping centers, form a central 'downtown' area, having destinations for residents of all ages in a location within walking distance of the residential community.

#### **V. SAFETY**

The roadways within the project area are largely residential streets having a width of 40 feet or less, such as 7<sup>th</sup> Street, Home Avenue, Montenegro Avenue, Plonski Drive, Katherine Drive, Rebeca Road, Miravilla Drive, and Sonrisa Way. These local roads have a speed limit of 25 mph. These roads also have traffic volumes ranging from less than 300 to nearly 800 vehicles per day.

66<sup>th</sup> Avenue is designated as a major roadway per Riverside County's General Plan Circulation Element. It has a speed limit of 40 mph from Johnson Street to Dale Kiler Road, and a 30 mph speed limit west of Dale Kiler Road. These posted speed limits are based on prevailing speed of traffic. The road is currently 50 feet wide, with an undeveloped south side. Traffic volumes on 66<sup>th</sup> Avenue range from 4,100 to 4,600 vehicles per day.

Johnson Street is designated as a secondary roadway per Riverside County's General Plan Circulation Element. It has a posted speed limit of 40 mph based on prevailing speed of traffic. The current width is approximately 26 feet wide, with an undeveloped east side. Within the school zone, there is a 25 mph speed limit when children are present. Within the project area, the average daily traffic volume is approximately 3,100 vehicles.

There have also been 2 pedestrian involved collision in the past 5 years within the project limits. 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.

## **FY19/20 SB 821 Bicycle and Pedestrian Facilities Program**

### **BIENNIAL CALL FOR PROJECTS APPLICATION**

The proposed project will provide improvements that are necessary to enhance pedestrian safety and encourage use of non-motorized modes of transportation when visiting all of the local community destinations.

Compared to the surrounding agricultural area, the downtown Mecca area is relatively dense in population with high pedestrian activity, including numerous persons who use wheelchairs and/or similar devices. Mecca is identified as a disadvantaged low-income community. As such, many residents do not own vehicles and must walk to perform daily task such as going to school, shopping, picking up mail at the post office, visiting the library, attending appointments at the medical clinic, and picking up children or family members from afterschool programs at the Mecca Boys & Girls Club and the community park. In areas without curb ramp improvements, pedestrians in wheelchairs have been observed to travel on the road pavement. The residents would benefit greatly from the availability of updated curb ramps, which would improve both access and safety got individuals with disabilities (see Exhibit C – Photographs).

#### **VI. PROJECT ENHANCEMENT**

Over the past 10 years, the County has constructed new ADA curb ramp improvements throughout the southwest area of downtown Mecca. Part of the projects include constructing curb ramp improvements near the Boys and Girls Club, Mecca Family Service and Community Health Clinic, Mecca Library, the Fire Department, as well as to reconstruct all downtown areas between 5<sup>th</sup> Street and 66<sup>th</sup> Avenue, west of Dale Kiler Road. The proposed curb ramp project accessibility project will upgrade the remaining curb ramps in the north and east areas of downtown Mecca.

Given the proximity to various residential developments, two schools, a fire station, shopping and industrial developments, and a library, it is anticipated that with this project, the volume of pedestrian traffic will increase with all user types and age groups.

The project will provide a fully ADA accessible, all weather curb ramps for pedestrians (Exhibit E, County Standards). All of the noted improvements are necessary and are for the exclusive benefit of pedestrians. The proposed curb ramp accessibility improvements will be constructed within the existing right-of-way. However, temporary construction easements or right-of-entry agreements may also be needed during construction.

The proposed project will help facilitate and extend curb ramp accessibility that provides the adjacent residential communities accessibility to various community destinations, each within  $\frac{3}{4}$  of a mile of the project as noted in Section IV of the grant application.

**FY19/20 SB 821 Bicycle and Pedestrian Facilities Program  
BIENNIAL CALL FOR PROJECTS APPLICATION**

**VII. MULTIMODAL ACCESS**

Within the project location's service area, there are multiple bus stops along Sunline Transit Agency Route 91 and Route 95. The routes stop along 66<sup>th</sup> Avenue, 5<sup>th</sup> Street from Home Avenue to Lincoln Street, and Lincoln Street from 5<sup>th</sup> Street northerly past the Mecca community. The bus stops are depicted on Exhibit F. The bus stops have been numbered by location and include the following:

<b>BUS STOP LOCATIONS</b>			
<u>Lincoln Street</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
1	91/95	Southbound, south of	Gardenia Court
2		Northbound, south of	Gardenia Court
3		Southbound, north of	7 <sup>th</sup> Street
4		Northbound, north of	7 <sup>th</sup> Street
<u>5<sup>th</sup> Street</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
5	91/95	Westbound, west of	Date Palm Street
6		Eastbound, east of	Date Palm Street
7		Westbound, west of	Dale Kiler Road
8		Eastbound, west of	Dale Kiler Road
<u>Home Avenue</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
9	91/95	Southbound, south of	2 <sup>nd</sup> Street
10		Northbound, south of	2 <sup>nd</sup> Street
<u>66<sup>th</sup> Avenue</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
11	91/95	Westbound, east of	Date Palm Street
12		Eastbound, east of	Date Palm Street

It should be noted that Sunline Transit Agency provides extensive service within the surrounding areas, including many of the local community destinations as shown in Exhibit G. The proposed project will expand curb ramp accessibility, enhancing access to existing bus stops which supports the use of bus services to access more distant community destinations.

**VIII. PROJECT BUDGET AND SCHEDULE**

Total Estimated Project Cost	\$500,000 (100%)
Local Match* Committed:	\$250,000 (50%)
SB 821 Funds Requested:	\$250,000 (50%)

\*Supporting documentation of proposed match must be included.

**FY19/20 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	\$90,000
Right-of-Way	\$0
Construction	\$410,000
Other (specify): _____	\$0

Estimated project start date (Mo/Yr): January 2020

Estimated project end date (Mo/Yr): January 2021

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

**IX. Summary of All Projects Submitted for SB 821 Funding Consideration**


Please provide a complete list of projects your agency is submitting for this year's SB 821 Call for Projects, including this application. *It is highly recommended for agencies to create one comprehensive summary table and provide the table for every application.*

	Project Name	Total Estimated Project Cost	Local Match \$	Local Match %	SB 821 Funds Requested \$	SB 821 Funds Requested %
1.	Carver Tract Sidewalk Safety Improvement Project	\$1,150,000	\$575,000	50%	\$575,000	50%
2.	El Nido Avenue Sidewalk Safety Improvement Project	\$1,282,481	\$500,000	40%	\$731,481	60%
3.	La Sierra Avenue Sidewalk Safety Improvement Project	\$230,000	\$115,000	50%	\$115,000	50%
4.	Mayberry Avenue Sidewalk Safety Improvement Project	\$544,500	\$136,125	25%	\$408,375	75%
5.	Tolton Avenue Sidewalk Safety Improvement Project	\$390,000	\$80,000	20%	\$310,000	80%
6.	Mecca Curb Ramp Accessibility Project	\$500,000	\$250,000	50%	\$250,000	50%

**FY19/20 SB 821 Bicycle and Pedestrian Facilities Program**  
**BIENNIAL CALL FOR PROJECTS APPLICATION**

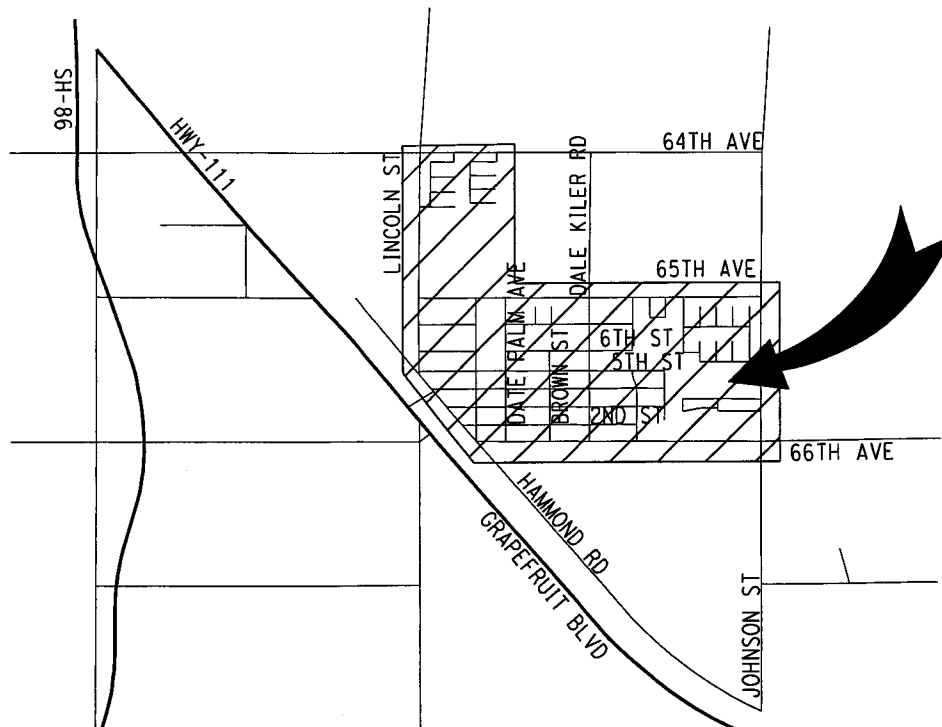
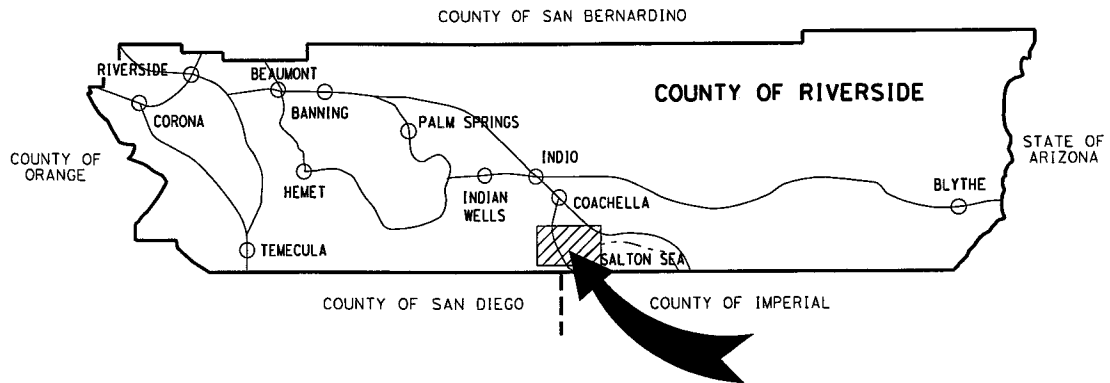
**X. CERTIFICATION**

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 4-24-2019

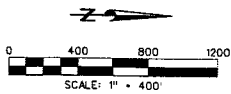
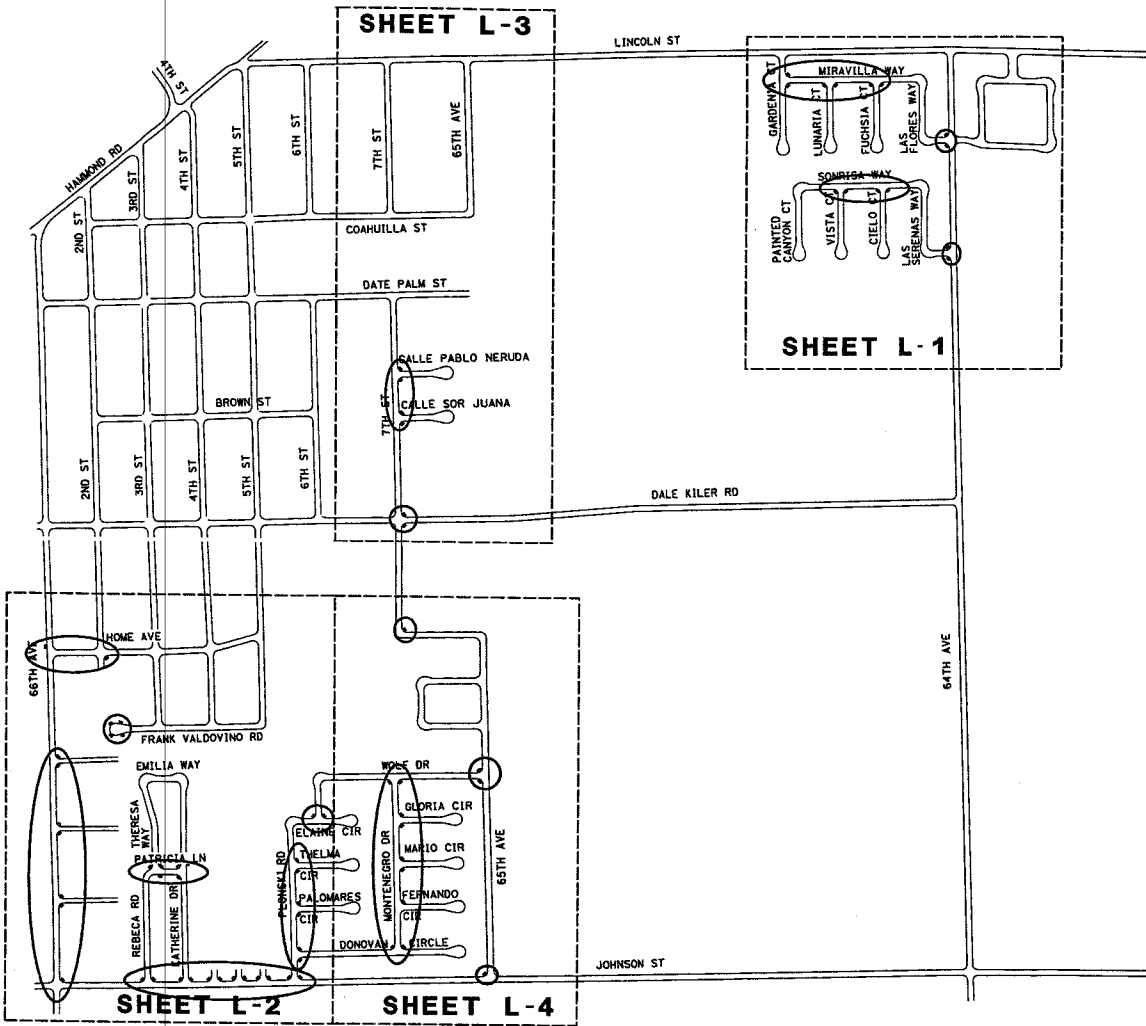
# PROJECT LOCATION MAP EXHIBIT A

## MECCA CURB RAMP ACCESSIBILITY PROJECT MECCA AREA

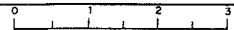




# EXHIBIT B - PROPOSED IMPROVEMENTS



RELATIVE BORDER SCALE IS IN INCHES



# EXHIBIT C – Photographs

## Mecca Curb Ramp Accessibility Project

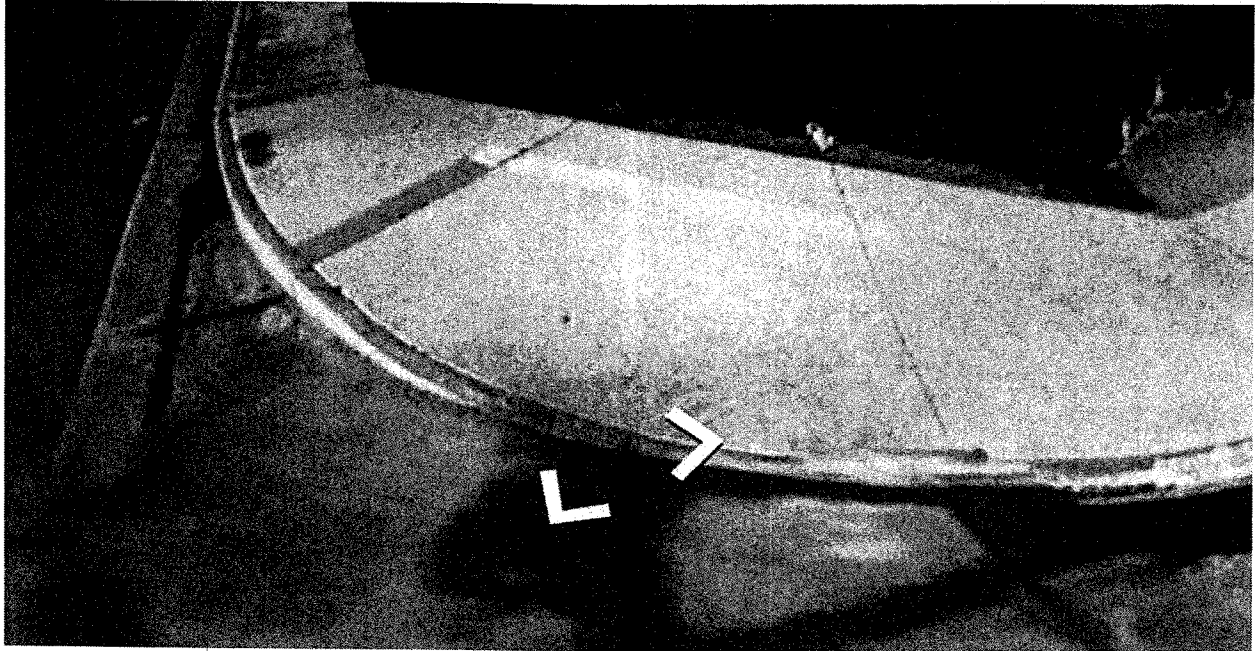


66<sup>th</sup> Avenue at apartment complex entrance #1

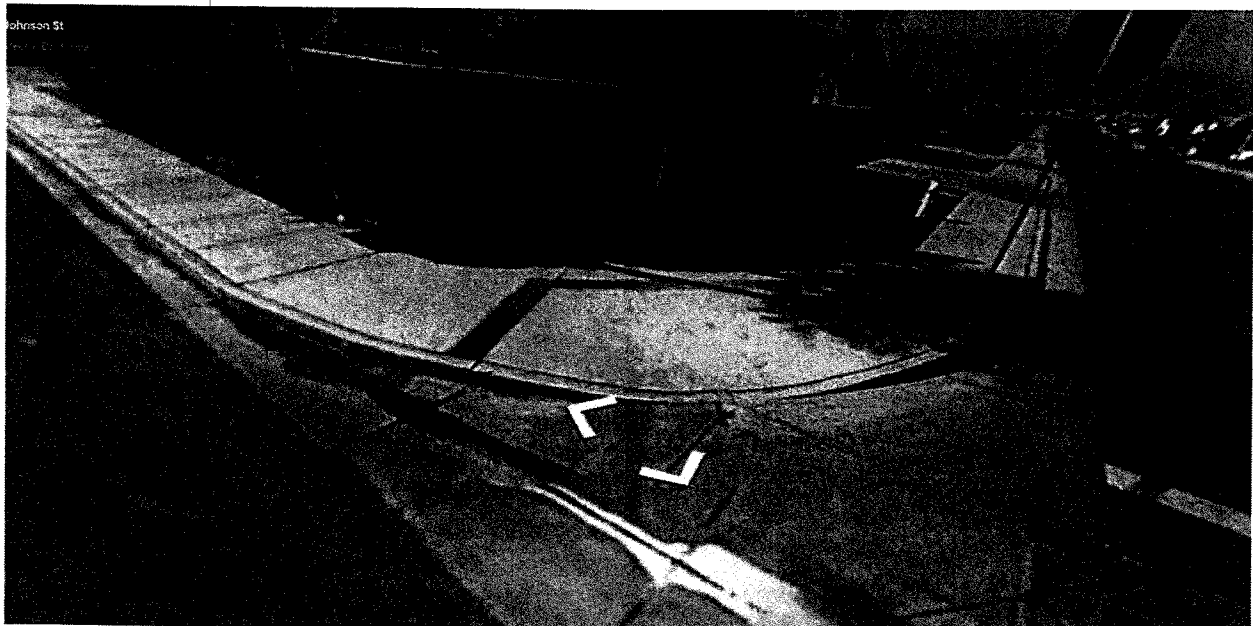


66<sup>th</sup> Avenue at apartment complex entrance #2

**EXHIBIT C – Photographs**  
**Mecca Curb Ramp Accessibility Project**

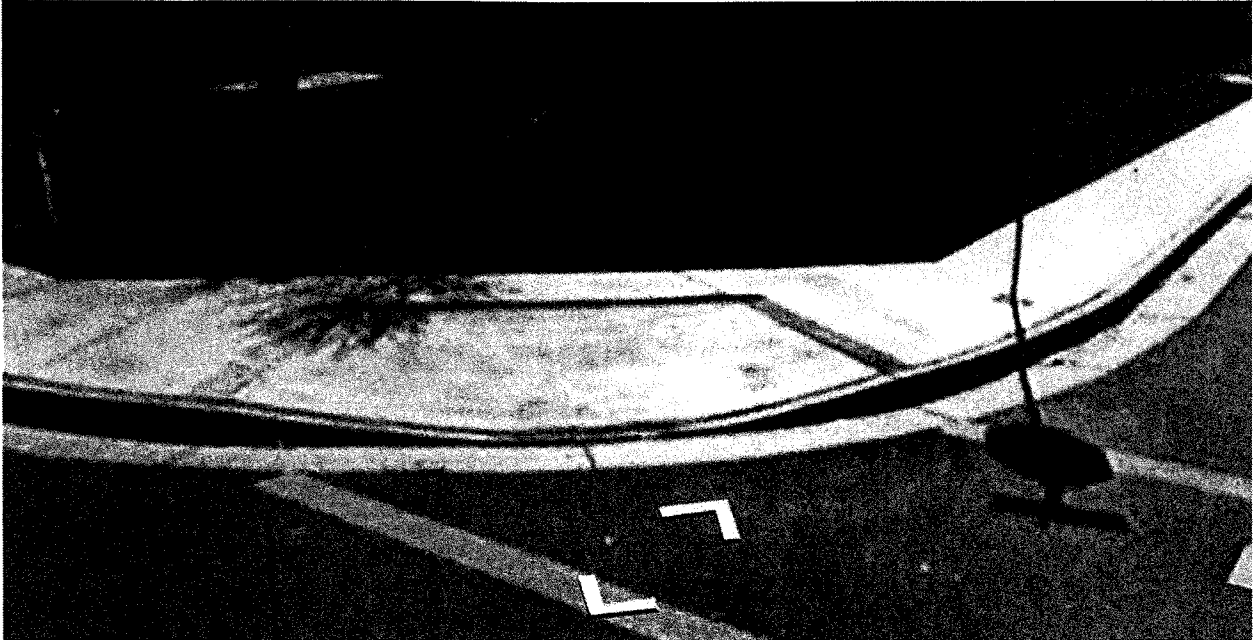


**NW corner Katherine Drive and Johnson Street**



**SW corner Rebecca Road and Johnson Street**

**EXHIBIT C – Photographs**  
**Mecca Curb Ramp Accessibility Project**



**SW corner Katherine Drive and Patricia Way**



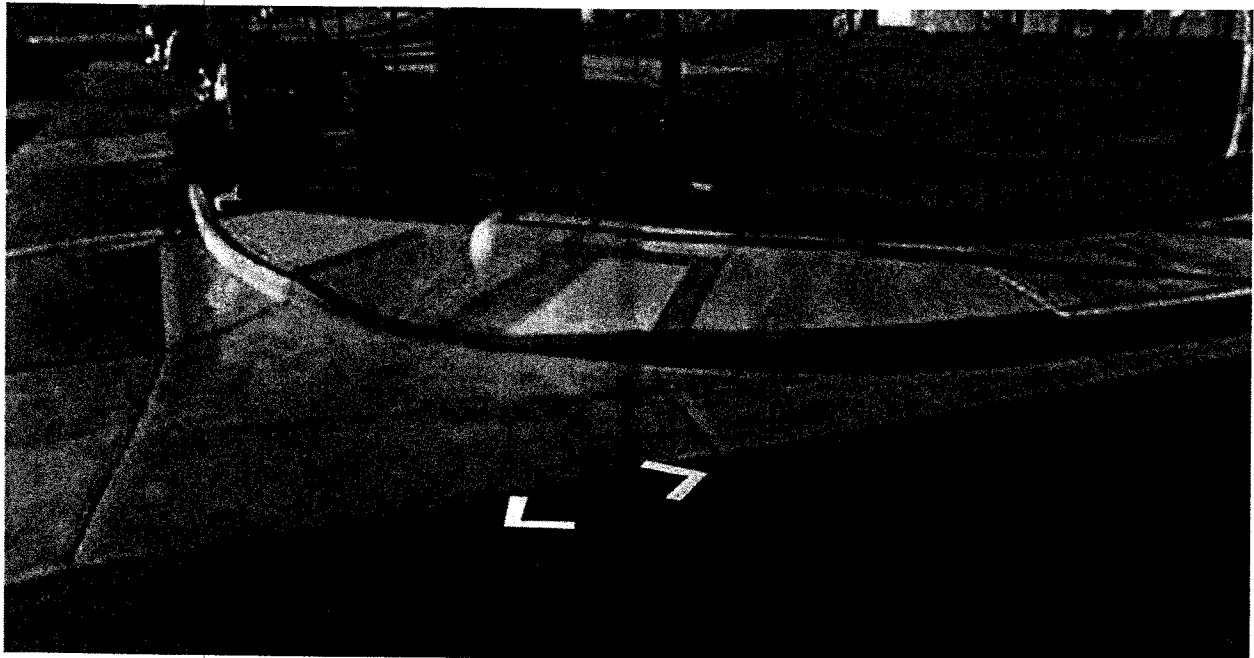
**NE corner 64<sup>th</sup> Avenue and Flores Way**

# EXHIBIT C – Photographs

## Mecca Curb Ramp Accessibility Project



NW corner 7<sup>th</sup> Street and Dale Kiler Road



NW quadrant - Frank J. Valdovino Road cul-de-sac

EXHIBIT C – Photographs  
Mecca Curb Ramp Accessibility Project



7<sup>th</sup> Street looking west



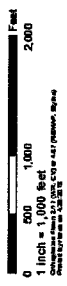
Home Avenue looking north



The City of Mecca, California, is a city in Riverside County, California. It is located in the southeastern part of the state, approximately 100 miles southeast of San Francisco. The city is situated in the foothills of the San Jacinto Mountains, which are part of the larger San Gabriel Mountains range. The city's population is approximately 10,000 people, and it is known for its agricultural products, particularly grapes and almonds. The city is also home to several schools, including Saul Martinez Elementary School and Mecca Elementary School. The city is bounded by Lincoln Street to the north, Mecca Avenue to the south, and various other streets to the east and west.



# COMMUNITY CHARACTERISTICS EXHIBIT D

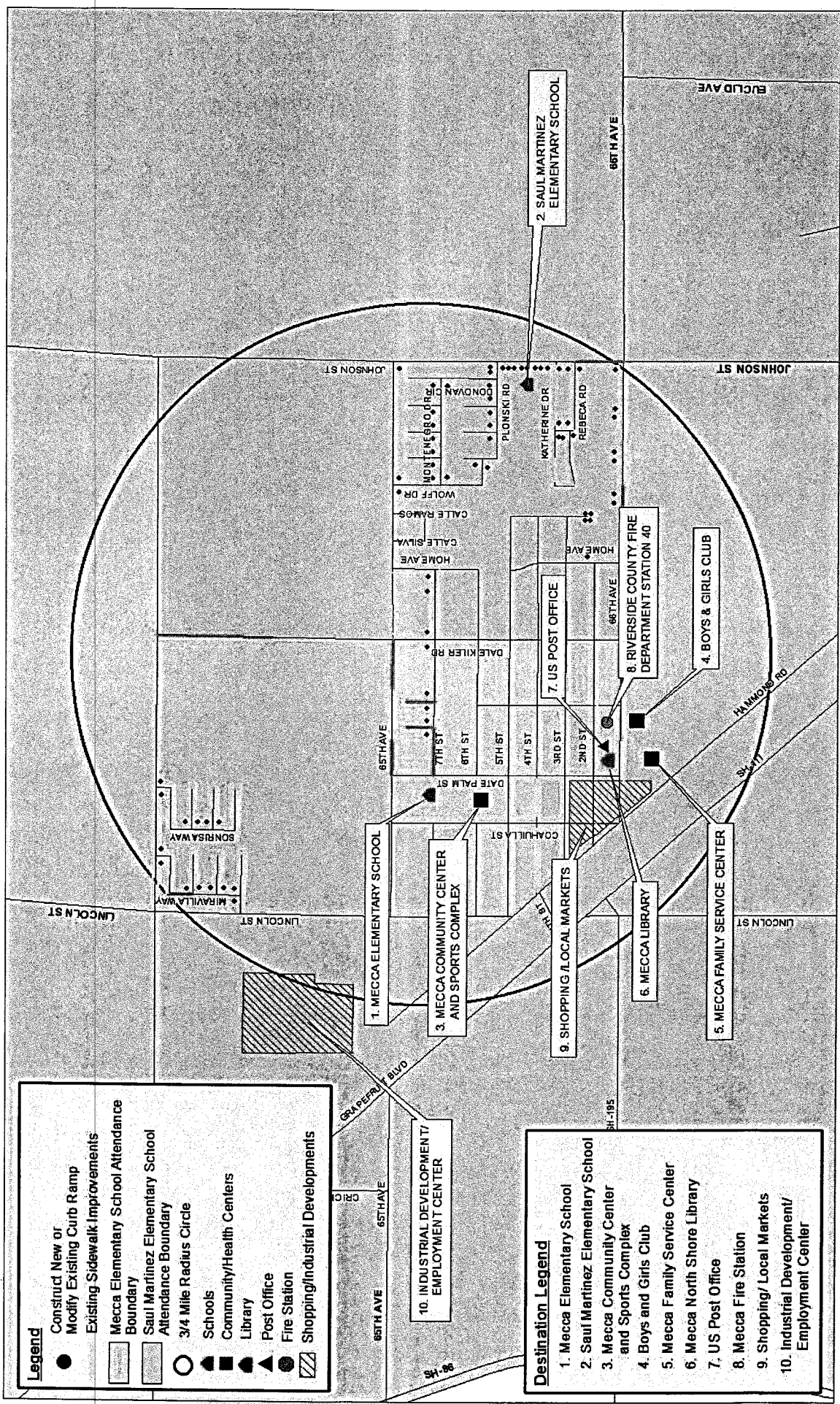


**Legend**

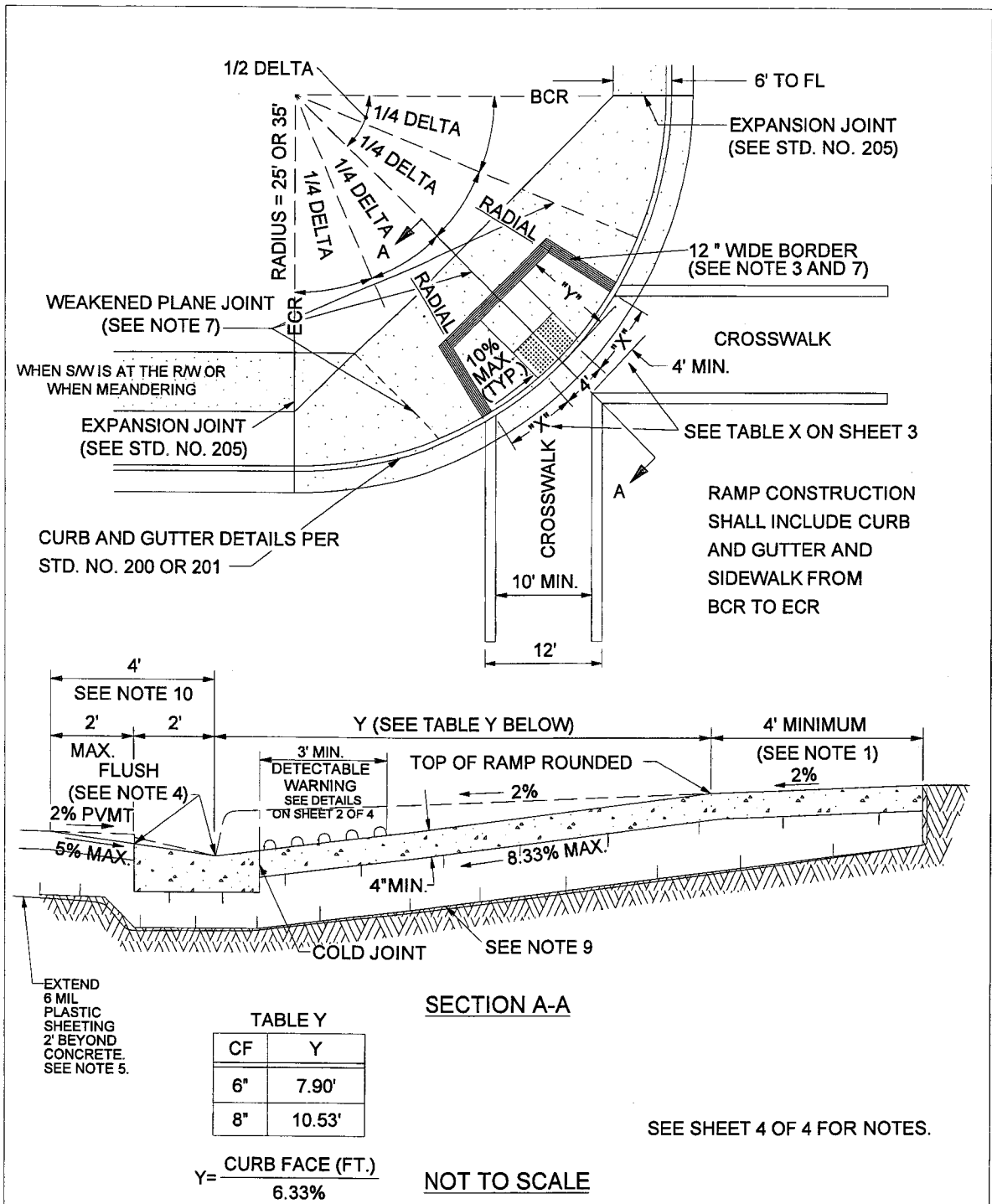
- Construct New or Modify Existing Curb Ramp
- Existing Sidewalk Improvements
- ▭ Mecca Elementary School Attendance Boundary
- ▭ Saul Martinez Elementary School Attendance Boundary
- 3/4 Mile Radius Circle
- ▭ Schools
- ▭ Community/Health Centers
- ▭ Library
- ▭ Post Office
- ▭ Fire Station
- ▭ Shopping/Industrial Developments

**Destination Legend**

1. Mecca Elementary School
2. Saul Martinez Elementary School
3. Mecca Community Center and Sports Complex
4. Boys and Girls Club
5. Mecca Family Service Center
6. Mecca North Shore Library
7. US Post Office
8. Mecca Fire Station
9. Shopping/Local Markets
10. Industrial Development/ Employment Center



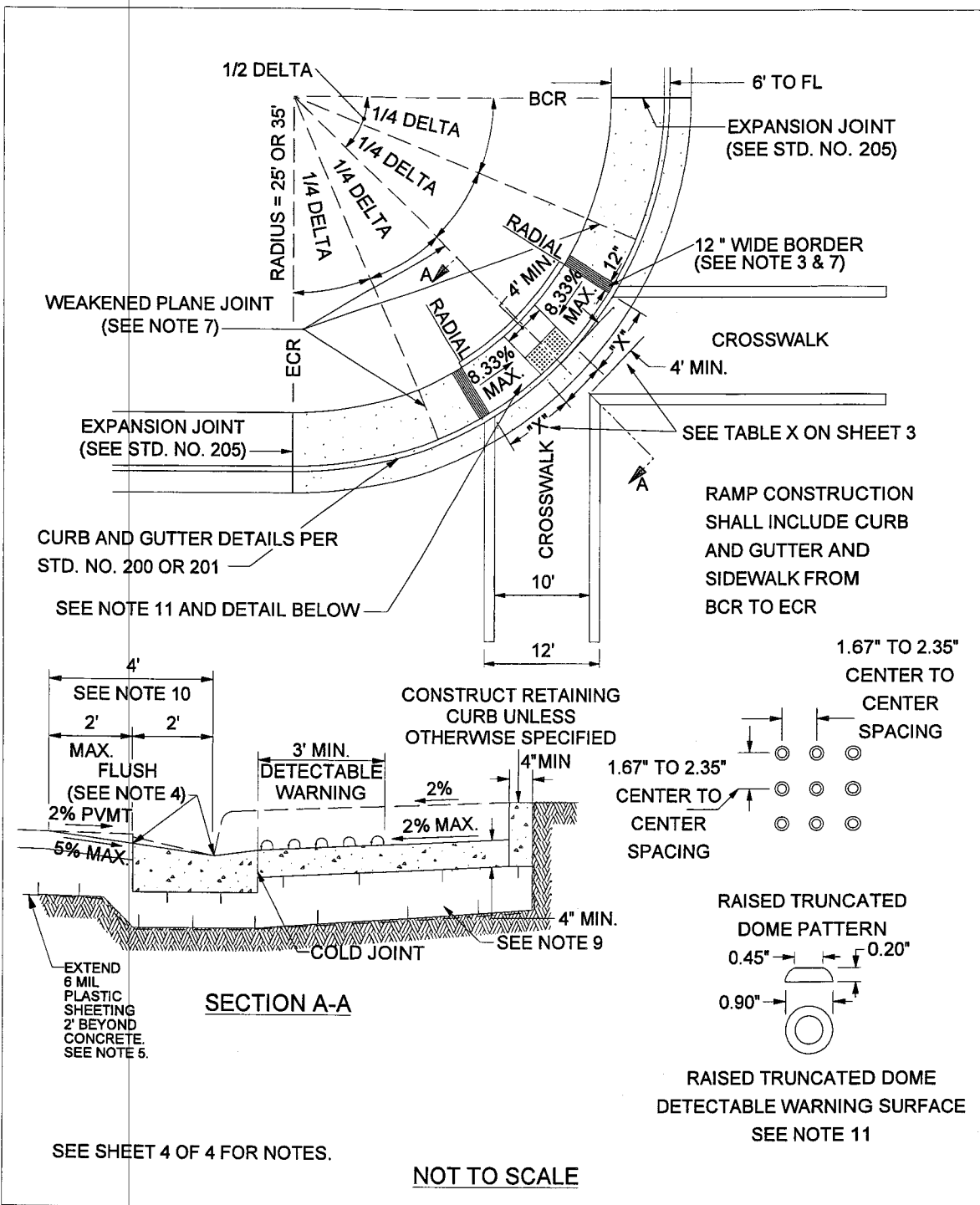
# EXHIBIT E



<p>APPROVED BY:</p> <p style="text-align: center;"><i>George A. Johnson</i>      DATE: 11/15/04</p> <p>DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328</p>		<p>COUNTY OF RIVERSIDE</p> <p style="font-size: 1.2em; font-weight: bold;">CURB RAMP CASE A</p>																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>8-77, 5-80</td> <td>11-04</td> <td>1</td> <td></td> <td></td> <td></td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-81, 6-82</td> <td></td> <td>2</td> <td></td> <td></td> <td></td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9-88, 2-90</td> <td></td> <td>3</td> <td></td> <td></td> <td></td> <td>6</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE	8-77, 5-80	11-04	1				4				10-81, 6-82		2				5				9-88, 2-90		3				6					<p>SEE SHEET 4 OF 4 FOR NOTES.</p> <p>STANDARD NO. 403 (1 OF 4)</p>
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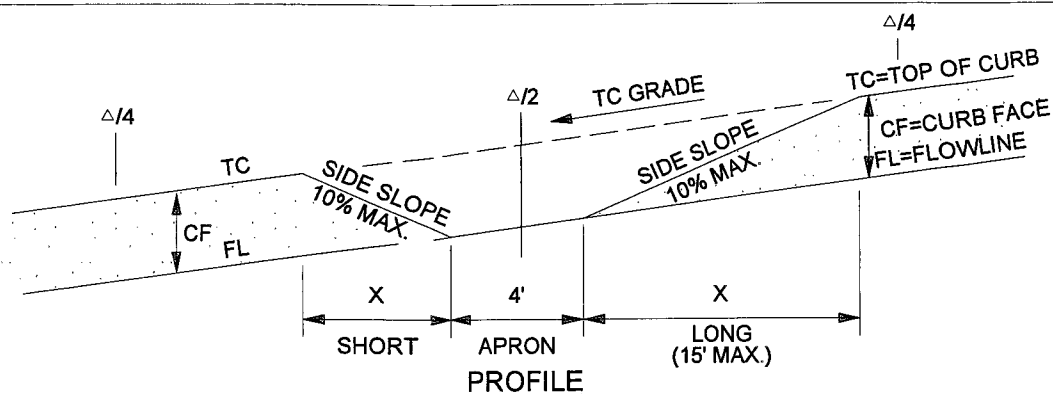
# EXHIBIT E



APPROVED BY:  DATE: 11/15/04 DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328									
				COUNTY OF RIVERSIDE					
				<b>CURB RAMP CASE B</b>					
				STANDARD NO. 403 (2 OF 4)					
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# EXHIBIT E



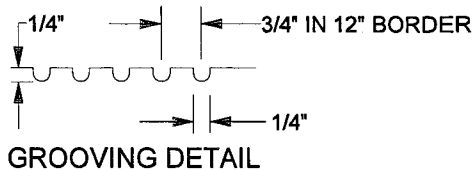
**TABLE X**

CF (IN)	RADIUS (FT)	SIDE SLOPE	X	TC GRADE (ALONG CURB RETURN)					
				1%	2%	3%	4%	5%	6%
6"	35'	10%	X <sub>S</sub>	4.6	4.2	3.9	3.6	3.4	3.2
			X <sub>L</sub>	5.6	6.3	7.2	8.4	10.0	12.5
8"	35'	10%	X <sub>S</sub>	6.1	5.6	5.2	4.8	4.5	4.2
			X <sub>L</sub>	7.5	8.4	9.6	11.2	13.4	15.0

**TO CALCULATE "X" DIMENSION:**

SHORT SIDE (DOWN SLOPE): $X_S \text{ (FT)} = \frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} + \text{TC GRADE}}$	LONG SIDE (UP SLOPE): $X_L \text{ (FT)} = \frac{\text{CURB FACE (FT)}}{\text{SIDE SLOPE} - \text{TC GRADE}}$
--	---

ENGINEER TO SHOW X<sub>S</sub> AND X<sub>L</sub> ON IMPROVEMENT PLANS



APPROVED BY:  DIRECTOR OF TRANSPORTATION GEORGE A. JOHNSON, RCE 42328	DATE: 05/05/07		COUNTY OF RIVERSIDE  <h2 style="margin: 0;">CURB RAMP</h2>																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REVISIONS</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> <th>REV.</th> <th>BY:</th> <th>APR'D</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>8-77, 5-80</td> <td>11-04</td> <td>1</td> <td></td> <td></td> <td>4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>10-81, 6-82</td> <td></td> <td>2</td> <td></td> <td></td> <td>5</td> <td></td> <td></td> <td></td> </tr> <tr> <td>9-88, 2-90</td> <td></td> <td>3</td> <td></td> <td></td> <td>6</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	REVISIONS	REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE	8-77, 5-80	11-04	1			4				10-81, 6-82		2			5				9-88, 2-90		3			6				STANDARD NO. 403 (3 OF 4)		
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# EXHIBIT E

**CONSTRUCTION NOTES:**

1. IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMODATE RAMP AND 4' LANDING, THEN USE THE CASE "B" RAMP.
2. IF SIDEWALK IS LESS THAN 6' WIDE, THE FULL WIDTH OF THE SIDEWALK SHALL BE DEPRESSED AS SHOWN IN CASE B. MINIMUM SIDEWALK WIDTH IS 4' FROM BACK OF CURB.
3. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES 1/4" WIDE AND 1/4" DEEP APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL.
4. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
5. WHEN ABUTTING SOIL HAS A HIGH SULFATE CONTENT, SPECIAL CONSIDERATIONS ARE REQUIRED. SEE SPECIFICATIONS (SECTION 16.04).
6. RAMP SIDE SLOPE VARIES UNIFORMLY FROM A MAXIMUM OF UP TO 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP (EXCEPT IN CASE B).
7. CONSTRUCT WEAKENED PLANE JOINTS AT 1/4 DELTAS WHEN RADIUS EQUALS 35' AND AT INSIDE EDGE OF GROOVED BORDER WHEN RADIUS EQUALS 25'.
8. IF EXPANSIVE SOIL IS ENCOUNTERED, THEN RAMP SHALL BE CONSTRUCTED OVER CLASS 2 AGGREGATE MATERIAL.
9. CONCRETE SHALL BE CLASS B.
10. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4' OF THE BOTTOM OF THE CURB RAMP.
11. DETECTABLE WARNING SURFACES ARE REQUIRED ON ALL CURB RAMPS THAT ENTER INTO A VEHICULAR TRAVEL WAY.

APPROVED BY:

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

DATE: 11/15/04



COUNTY OF RIVERSIDE

**CURB RAMP  
 CONSTRUCTION NOTES**

REVISIONS		REV.	BY:	APR'D	DATE	REV.	BY:	APR'D	DATE
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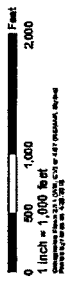
STANDARD NO. 403 (4 OF 4)



Public Work Office, 1000 West 10th Street, Suite 1000, Las Vegas, NV 89102  
 Phone: (702) 733-1000  
 Fax: (702) 733-1001  
 Email: publicwork@lv.gov

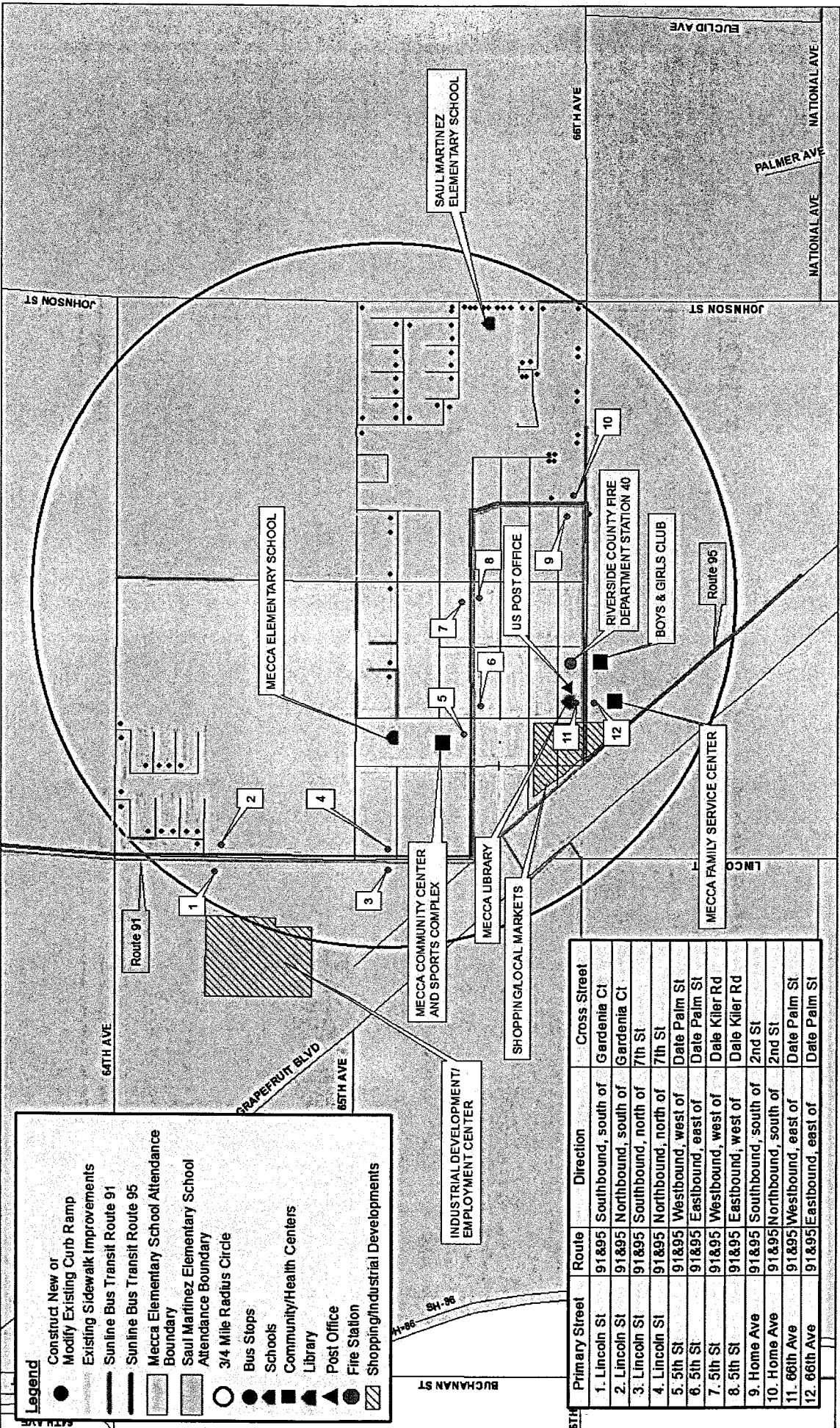


# MULTIMODAL ACCESS EXHIBIT F



**Legend**

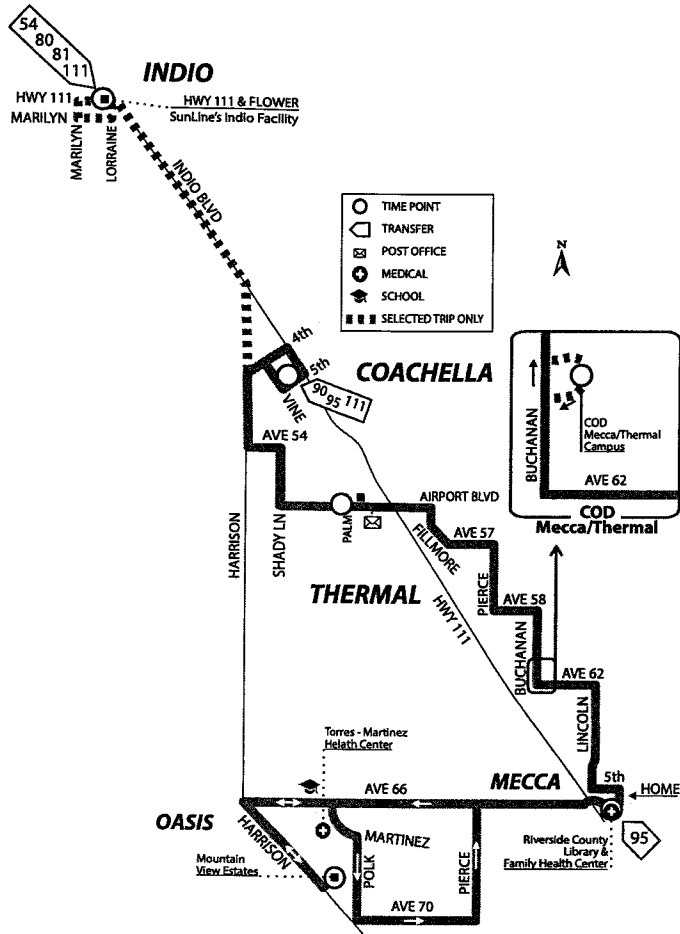
- Construct New or Modify Existing Curb Ramp
- Existing Sidewalk Improvements
- Sunline Bus Transit Route 91
- Sunline Bus Transit Route 95
- ▭ Mecca Elementary School Attendance Boundary
- ▭ Saul Martinez Elementary School Attendance Boundary
- 3/4 Mile Radius Circle
- Bus Stops
- Schools
- Community/Health Centers
- Library
- ▲ Post Office
- Fire Station
- ▨ Shopping/Industrial Developments



Primary Street	Route	Direction	Cross Street
1. Lincoln St	91&95	Southbound, south of	Gardenia Ct
2. Lincoln St	91&95	Northbound, south of	Gardenia Ct
3. Lincoln St	91&95	Southbound, north of	7th St
4. Lincoln St	91&95	Northbound, north of	7th St
5. 5th St	91&95	Westbound, west of	Date Palm St
6. 5th St	91&95	Eastbound, east of	Date Palm St
7. 5th St	91&95	Westbound, west of	Dale Kiler Rd
8. 5th St	91&95	Eastbound, west of	Dale Kiler Rd
9. Home Ave	91&95	Southbound, south of	2nd St
10. Home Ave	91&95	Northbound, south of	2nd St
11. 66th Ave	91&95	Westbound, east of	Date Palm St
12. 66th Ave	91&95	Eastbound, east of	Date Palm St

# EXHIBIT G

## LINE 91 MAP



# EXHIBIT G

## LINE 95 WEEKDAY / ENTRE SEMANA

(A.M. times are in PLAIN, P.M. times are in BOLD • Times are Approximate.)

### WESTBOUND / HACIA EL OESTE

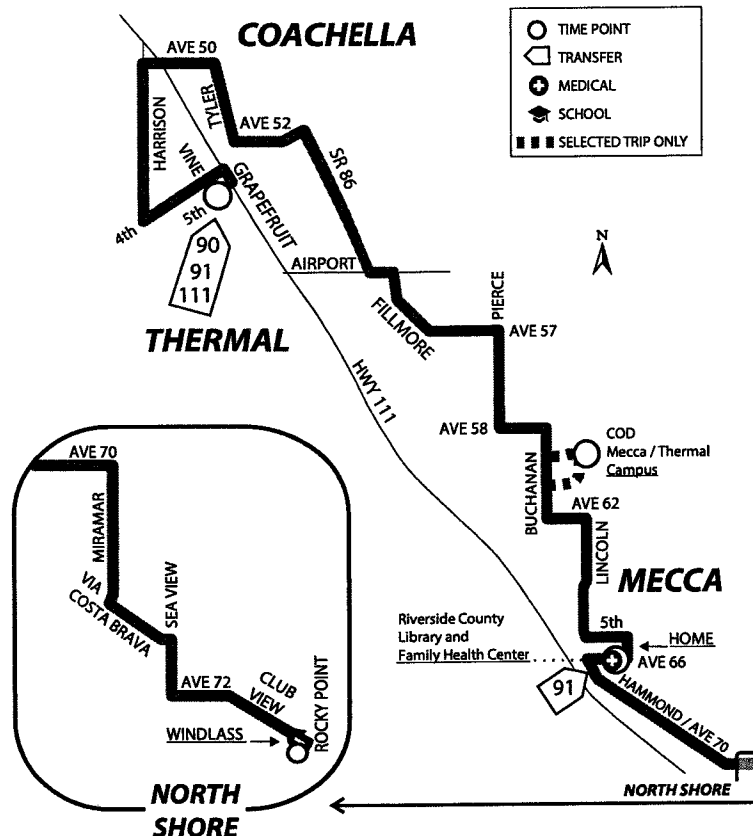
#### North Shore to Coachella

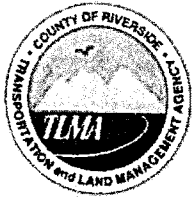
Club View & Windlass	Family Health Center	COD Mecca / Thermal	5th & Vine
5:21	5:51	--	6:33
8:53	9:23	9:36	10:06
11:58	<b>12:28</b>	<b>12:41</b>	<b>1:11</b>
<b>2:58</b>	<b>3:28</b>	<b>3:41</b>	<b>4:11</b>
<b>5:58</b>	<b>6:28</b>	<b>6:41</b>	<b>7:11</b>
<b>8:52</b>	<b>9:22</b>	--	<b>10:04</b>

### EASTBOUND / HACIA EL ESTE

#### Coachella to North Shore

5th & Vine	COD Mecca / Thermal	Ave 66 & Library	Club View & Windlass
4:04	--	4:46	5:16
7:37	8:05	8:19	8:49
10:42	11:10	11:24	11:54
<b>1:42</b>	<b>2:10</b>	<b>2:24</b>	<b>2:54</b>
<b>4:42</b>	<b>5:10</b>	<b>5:24</b>	<b>5:54</b>
<b>7:39</b>	<b>8:07</b>	<b>8:21</b>	<b>8:51</b>





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

EXHIBIT H

**COUNTY OF RIVERSIDE**  
*TRANSPORTATION AND  
LAND MANAGEMENT AGENCY*



*Patricia Romo, P.E.  
Director of Transportation*

**Transportation Department**

April 25, 2019

**Subject: Funding Commitment for the FY19/20 SB821 Bicycle and Pedestrian Facilities Program – Mecca Curb Ramp Accessibility 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 Mecca Curb Ramp Accessibility Project. Each year, the Riverside 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:DA  
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 Mecca Curb Ramp Accessibility Project includes modifying or replacing existing curb ramps at approximately 72 locations within the Mecca community of unincorporated Riverside County. The proposed project limits are within the area bounded by 64<sup>th</sup> Avenue on the north, 66<sup>th</sup> Avenue on the South, Lincoln Street on the west, and Johnson Street on the east.

**FUNDING:**

	ARTICLE 3 AWARD	LOCAL MATCH	%*	TOTAL PROJECT COST
PROJECT TITLE: Mecca Curb Ramp Accessibility Project	\$250,000	\$250,000	50%	\$500,000

\*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/Administration	\$90,000
Construction	\$410,000
Total Project Cost	\$500,000

**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>
Engineering	10/1/2019	12/17/2019
Construction	7/13/2020	9/27/2020

**ATTACHMENT 4**

**(PAYMENT CLAIM FORM)**

**TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES  
NON-TRANSIT CLAIM FORM  
FY 2019/20**

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 \_\_\_\_\_, 2019; 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: \_\_\_\_\_