

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



**ITEM: 3.30
(ID # 12074)**

MEETING DATE:
Tuesday, May 05, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Mayberry Avenue Sidewalk Safety Improvement Project Agreement between the County of Riverside and the Riverside County Transportation Commission (RCTC) under the Senate Bill 821 Bicycle and Facilities Funding Program. District 3. [\$408,375 Total - SB 821 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside County Transportation Commission Agreement for Funding Under SB 821 Bicycle and Pedestrian Facilities Program for the Mayberry Avenue Sidewalk Safety Improvement Project for Fiscal Years 19/20 - 21/22 and authorize the Chairman of the Board to execute the same.

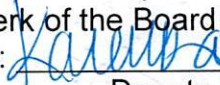
ACTION:A-30, Policy


Patricia Romo, Director of Transportation 3/18/2020

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: May 5, 2020
xc: Transp.

Kecia R. Harper
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	\$ 50,000	\$ 358,375	\$ 408,375	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: SB 821 (100%)			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Mayberry Avenue Sidewalk Safety Improvement Project (Project) was selected to receive \$408,375 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 proposed Project will include the construction of approximately 1,230 feet of sidewalk along the north side of Mayberry Avenue between Peartree Lane and Casino Road in the Hemet area. The proposed Project will complete a gap in sidewalk improvements along the north side of Mayberry Avenue. West of the project limits, existing sidewalk improvements extend westerly for approximately 1,200 feet, serving various residential communities. East of the Project limits, existing sidewalk improvements extend easterly for approximately 1,300 feet, serving Valle Vista Elementary School, Exchange Club Park, and various residential communities.

The proposed Project will provide the necessary sidewalk gap closure in order to provide a fully ADA accessible, all weather pathway for pedestrians. Additionally, the proposed Project will enhance pedestrian safety and encourage use of non-motorized modes of transportation within the surrounding residential area.

The Agreement for Funding outlines the terms and conditions for the receipt of the SB 821 Program funds.

Project Number: D0-0101

Impact on Residents and Businesses

In addition to the residents who reside along the Project limits, there are several community facilities providing goods and services to local residents that are within walking distance of the Project and will be served by the sidewalk improvements including: Valle Vista Elementary School, Exchange Club Park, Valle Vista Library, Valle Vista Community Center, Riverside County Sheriff’s Office and various local amenities/markets.

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 \$408,375 in SB 821 funding, the County is proposing to provide a 25% local match of \$136,125 in Gas Tax funds for a total Project cost estimate of \$544,500. The proposed County match will be finalized prior to project advertisement for construction. There are no County General Funds used on this Project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Agreement
Project Location Map



Jason Farin, Senior Management Analyst

4/28/2020

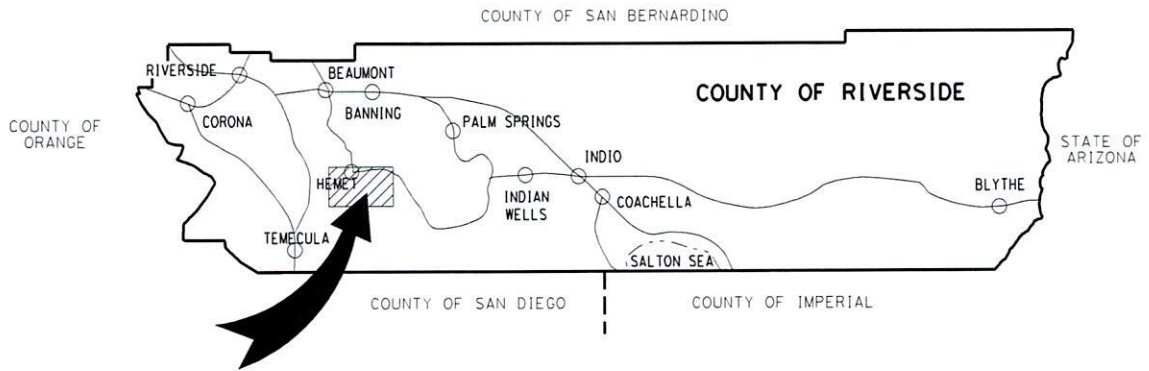


Gregory L. Priarios, Director County Counsel

3/25/2020

PROJECT LOCATION MAP EXHIBIT A

MAYBERRY AVENUE SIDEWALK SAFETY IMPROVEMENT PROJECT BETWEEN PEARTREE LN AND CASINO RD HEMET 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. 20-62-058-00

**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 _____, 2020 ("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 Mayberry Avenue Sidewalk Safety Improvements ("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 Four Hundred and Eight Thousand Three Hundred and Seventy- Five Dollars (\$408,375) 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) ninety 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 One Hundred and Thirty Six Thousand One Hundred and Twenty Five Dollars (\$136,125) 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 **Director of Transportation** [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 one hundred eighty (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 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; 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 thirty (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 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; 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
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. 20-62-058-00
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: _____
Anne Mayer, Executive Director

RECIPIENT

COUNTY OF RIVERSIDE

By: *V. Manuel Perez*

Name: V. MANUEL PEREZ

Title: Chairman

ATTEST:
KECIA R. HARPER, Clerk
By *[Signature]*
DEPUTY

APPROVED AS TO FORM

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

APPROVED AS TO FORM

By: *[Signature]*

Name: Kristine 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 14th 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: Mayberry Avenue Sidewalk Safety Improvements – Peartree Lane to Casino Road

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 Mayberry Avenue Sidewalk Safety Improvement Project is located within the Hemet area of unincorporated Riverside County. Sidewalks are proposed along the north side of Mayberry Avenue between Peartree Lane and Casino Road, where there is a 1,230 foot gap in existing sidewalk improvements (Exhibit A, Project Location Map).

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

West of the project limits, existing sidewalk improvements extend westerly for approximately 1,200 feet along the north side of Mayberry Avenue. East of the project limits, existing sidewalk improvements extend easterly for approximately 1,300 feet along the north side of Mayberry Avenue, serving Valle Vista Elementary School and various residential neighborhoods.

IV. DESTINATIONS SERVED

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

1. Local Market
2. Convenience Mart
3. Valle Vista Library
4. Riverside County Sheriff's office
5. Valle Vista Community Center
6. Valle Vista Elementary
7. Exchange Club Park
8. Lake Hemet Water District
9. Commercial Shopping Center
10. Local Market

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

There are two local markets within walking distance of the project location including a dollar store and a convenience market, which are accessed most directly via Fairview Avenue. A large commercial development/shopping center which includes a major grocery store, fast food restaurants, and various other goods and services is located to the northwest of the project location and are accessed through various local residential streets.

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

The Riverside County Valle Vista Library Branch offers events for the community including; story time for preschoolers, new writers group, movie nights for adults, "Read and Chat" book group, "Crochet and Coloring" group, Wii games, and various occasional speakers in addition to books, videos, and computers for reading and research.

The Valle Vista Community Center offers a park that includes a playground and field space for softball, baseball, and volleyball. Activities offered at the Center include craft classes, evening dance classes, kinder gym, gymnastics, fitness classes, and karate classes.

Valle Vista Elementary School has an enrollment of 617 K-5th grade students. The large attendance boundary for the school reaches from the northwest at the intersection of Soboba Street and Florida Avenue and extends southeasterly to include Idyllwild and Bautista Canyon. Students within walking range (3/4 mi) are concentrated to the north of Mayberry Avenue and the project location.

Across from Valle Vista Elementary School is the site of the Valley Wide Recreation and Park District Exchange Club Park. Recently, the County partnered with Valley Wide Recreation and Park District and the Hemet Unified School District (HUSD) to improve the site frontage to include curb, gutter and sidewalk improvements in preparation for the development of the site. When fully developed, the site will include a public park and a HUSD pre-kindergarten school. The proposed project will serve pedestrians wanting to access the new park site.

Lake Hemet Water District is located On Fairview Avenue directly south of the Exchange Club Park site. The District is a non-profit organization providing potable water and sewer collection services to residents of Hemet and San Jacinto. The District also provides water to the isolated but growing San Jacinto Mountain community of Garner Valley. At the District's office, residents can pay their bill, request new service, and attend weekly Board of Directors meetings. Lake Hemet Municipal Water District offers a variety of services to the public. Most of these services are provided or initiated by the Customer Service, Engineering, and Inspection Departments. Staff is available during regular business hours to assist whether by appointment, walk in, or over the phone.

On Florida Avenue, there is a large commercial complex and shopping center which includes: a large grocery store, fast food restaurants, a drug store, a restaurant, and a variety of other ancillary businesses. Across from this center is an additional neighborhood drugstore.

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

V. SAFETY

Within the project limits, the north side of Mayberry Avenue is fully improved with curb and gutter improvements. Single family mobile residences front Mayberry Avenue along the project limits. Some homes have installed hardscape along the back of the curb that provides a somewhat flat surface to walk along. However, those limited areas are discontinuous and do not meet ADA standards with regard to minimum width and slope allowances. As shown in the photographs (Exhibit C), there are also various obstacles such as utility poles, shrubs, decorative rock and mailboxes which impede pedestrian mobility. These existing obstacles require pedestrians to travel in the street while traversing this segment of Mayberry Avenue. Currently, pedestrians requiring the use of a wheel chair and/or other similar devices are not able to traverse this segment of Mayberry Avenue and must utilize the roadway. Furthermore, parking is allowed along both sides of Mayberry Avenue, which creates additional roadside obstacles, requiring pedestrians to move further into the roadway while traversing the roadway.

The current traffic volume on Mayberry Avenue is 2,800 vehicles. The posted speed limit is 40 mph. Collision records indicate there have been no pedestrian collisions within the previous 5 years on Mayberry Avenue between Peartree Lane and Casino Road. 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.

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

VI. PROJECT ENHANCEMENT

The Mayberry Avenue Sidewalk Safety Improvement Project will provide a 1,230 foot sidewalk gap closure between Peartree Lane and Casino Drive, expanding the existing sidewalk network within the local roadway network. Given the proximity to multiple residential developments, Valle Vista Elementary School, Exchange Club Park, and other local amenities, it is anticipated that with this project, the volume of pedestrian traffic will increase with all user types and age groups.

The Bautista Creek Channel runs in a north-south direction just east of the project limits. There is a bridge crossing over the Bautista Creek Channel along Mayberry Avenue. In 2010, the County of Riverside constructed a pedestrian bridge along the north side of the vehicular bridge

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

as a pedestrian safety improvement due to the narrow width of the existing vehicular bridge. Students of Valle Vista Elementary regularly utilize the pedestrian bridge as a recognized safe route to school, as do other pedestrians in the area. Within the Valle Vista area, there are limited pedestrian crossings over the Bautista Creek Channel, the closest being on Florida Avenue, which makes Mayberry Avenue a critical crossing for both motorized and non-motorized transportation modes.

The project will provide a fully ADA accessible, all weather pathway for pedestrians. Improvements include 1,230 feet of 6-foot wide concrete sidewalk behind existing curb (Exhibit B, Proposed Improvements). In addition to sidewalk improvements, required project elements include one ADA pedestrian ramp, multiple driveway approaches for the various fronting homes, minor concrete curb repair, obstacle removal, and other incidental items needed to maximize pedestrian mobility and safety (Exhibit E, County Standard Plans). All of the noted improvements are necessary and are for the exclusive benefit of pedestrians. All sidewalk improvements will be constructed within the existing right-of-way. However, temporary construction easements or rights-of-entry agreements may also be needed for construction.

The proposed project will help facilitate and extend an existing complete sidewalk network that provides the adjacent residential community accessibility to various community destinations, each within ¼ of a mile of the project as noted in Section IV of the grant application.

VII. MULTIMODAL ACCESS

Within the projects ¼ mile service area there are multiple bus stops along Riverside Transit Agency (RTA) Route 28 on Florida Avenue. RTA Route 28 includes stops along Stanford Street, Mayberry Avenue, and Florida Avenue. The bus route and stops are also depicted on Exhibit F. The bus stops have been numbered by location and include the following:

BUS STOP LOCATIONS			
SH-74	Route	Direction	Cross Street
1	28	Eastbound, east of	New Chicago
2		Westbound, east of	New Chicago
3		Eastbound, west of	Ramona Expy
4		Westbound, west of	8 th Street
5		Westbound, west of	6 th Street
6		Eastbound, east of	6 th Street
7		Westbound, east of	5 th St
8		Eastbound, east of	Fairview Ave

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

It should be noted that RTA Route 28 provides extensive service within the surrounding area, including destinations such as Hemet Valley Medical Center, Simpson Senior Center, Hemet Valley Mall, Social Security Office, and various other shopping and business destinations as shown in Exhibit G. The proposed project will extend the existing sidewalk network, enhancing access to existing bus stops which supports the use of bus services to access more distant community destinations.

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	\$544,500 (100%)
Local Match* Committed:	\$136,125 (25%)
SB 821 Funds Requested:	\$408,375 (75%)

*Supporting documentation of proposed match must be included.

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

Engineering/Administration	\$125,400
Right-of-Way	\$16,500
Construction	\$309,100
Other (specify): curb, gutter, and driveway repairs	\$93,500

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

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

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).

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program

BIENNIAL CALL FOR PROJECTS APPLICATION

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.*

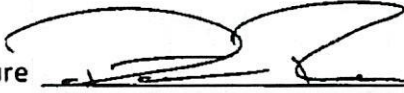
	Project Name	Total Estimated Project Cost	Local Match \$	Local Match %	SB 821 Funds Requested \$	SB 821 Funds Requested %
1.	Carver Tract Sidewalk Safety Improvement Project	\$1,150,000	\$575,000	50%	\$575,000	50%
2.	El Nido Avenue Sidewalk Safety Improvement Project	\$1,282,481	\$500,000	40%	\$731,481	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

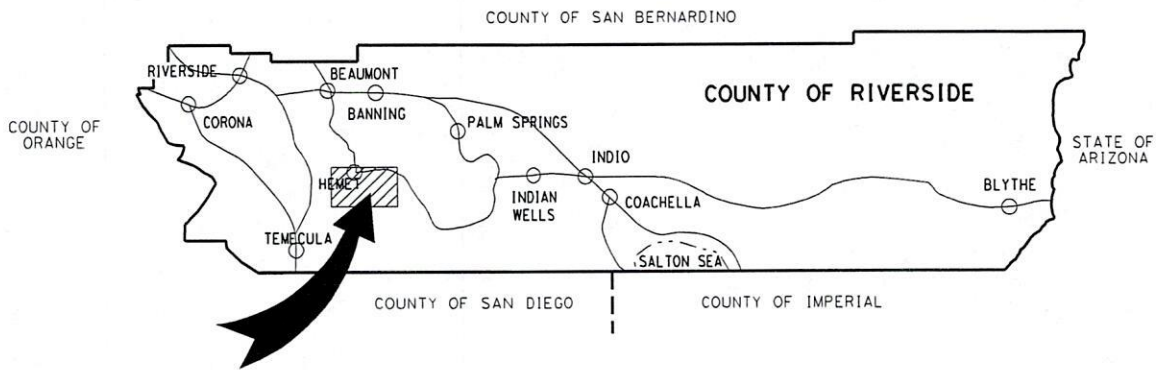
I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies.

Signature  Title: Director of Transportation

Date 4-24-2019

**PROJECT LOCATION MAP
EXHIBIT A**

**MAYBERRY AVENUE
SIDEWALK SAFETY IMPROVEMENT PROJECT
BETWEEN PEARTREE LN AND CASINO RD
HEMET AREA**

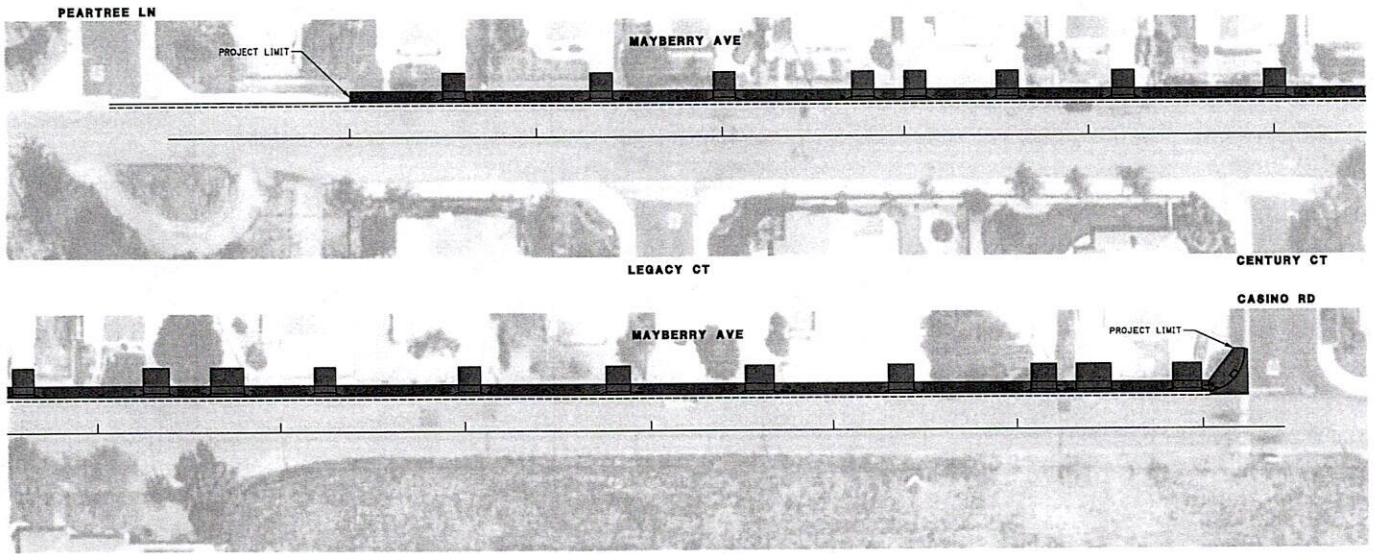


LEGEND:

- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY
- PROPOSED CURB, SPANDREL, CROSS GUTTER



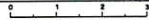
NO SCALE



MAYBERRY AVE SW
NO SCALE **EXHIBIT B**

REVISED 10/01/2012

RELATIVE BORDER SCALE
IS IN INCHES



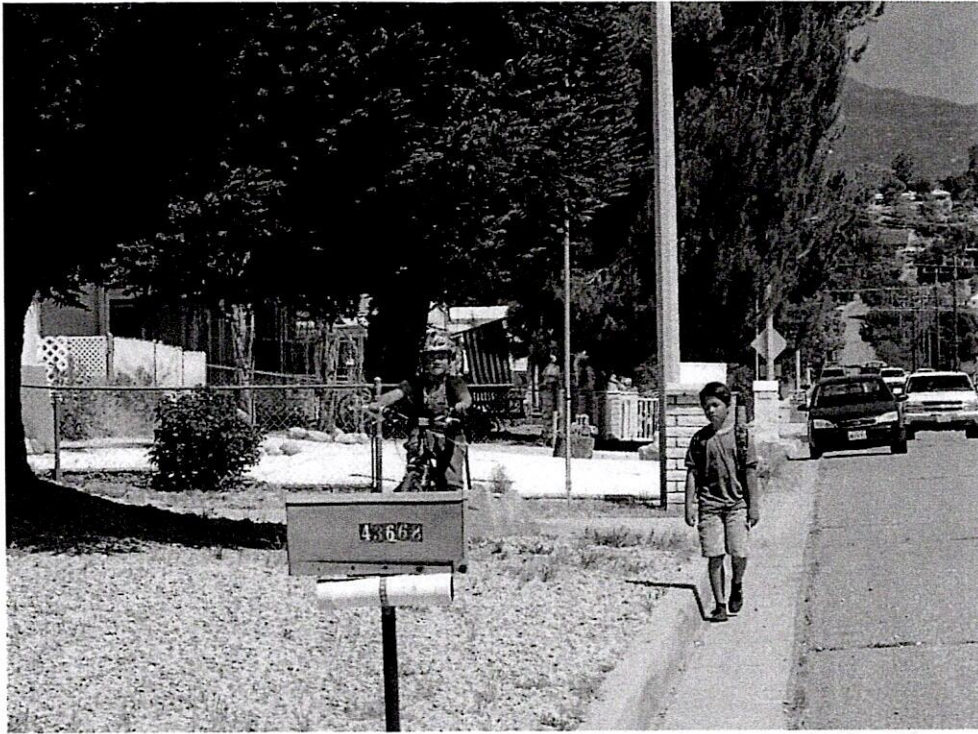
USERNAME <3> USER
SDN FILE <3> REQUEST

WD 00-0000

DATE: 10/01/2012 TIME: 10:00:00

EXHIBIT C - Photographs

Mayberry Avenue - Peartree Lane to Casino Drive



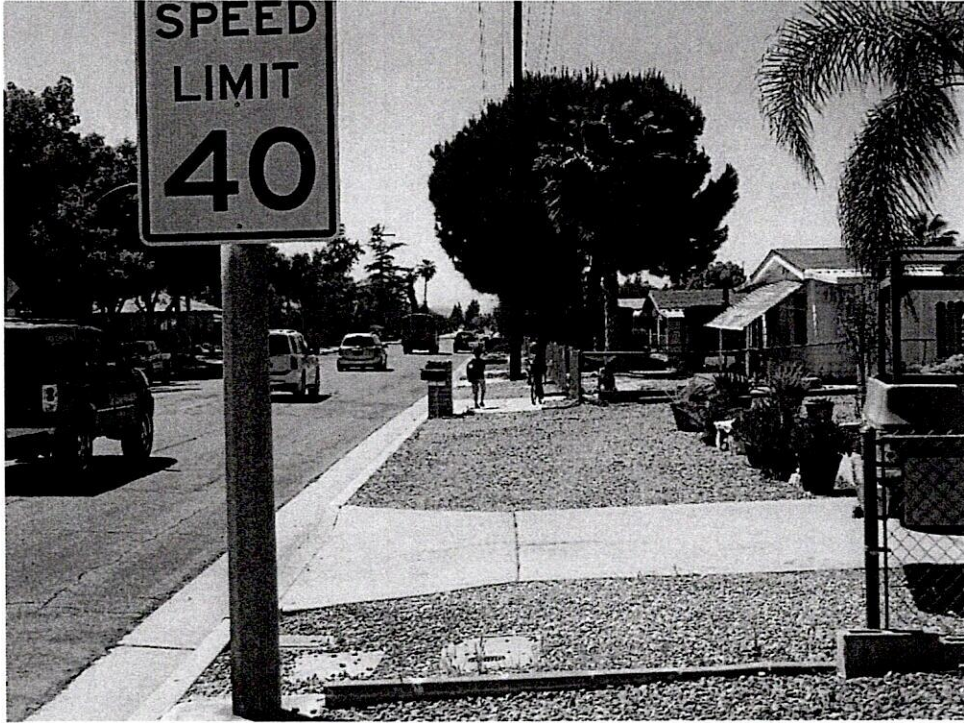
Looking east toward Valle Vista Elementary



Looking east at hardscape and mailbox features

EXHIBIT C - Photographs

Mayberry Avenue - Peartree Lane to Casino Drive



Looking west, school children walking and riding bikes



Looking west toward Peartree Lane

EXHIBIT C - Photographs

Mayberry Avenue - Peartree Lane to Casino Drive



Looking east toward Casino Lane



Looking west at the corner of Mayberry and Casino Lane

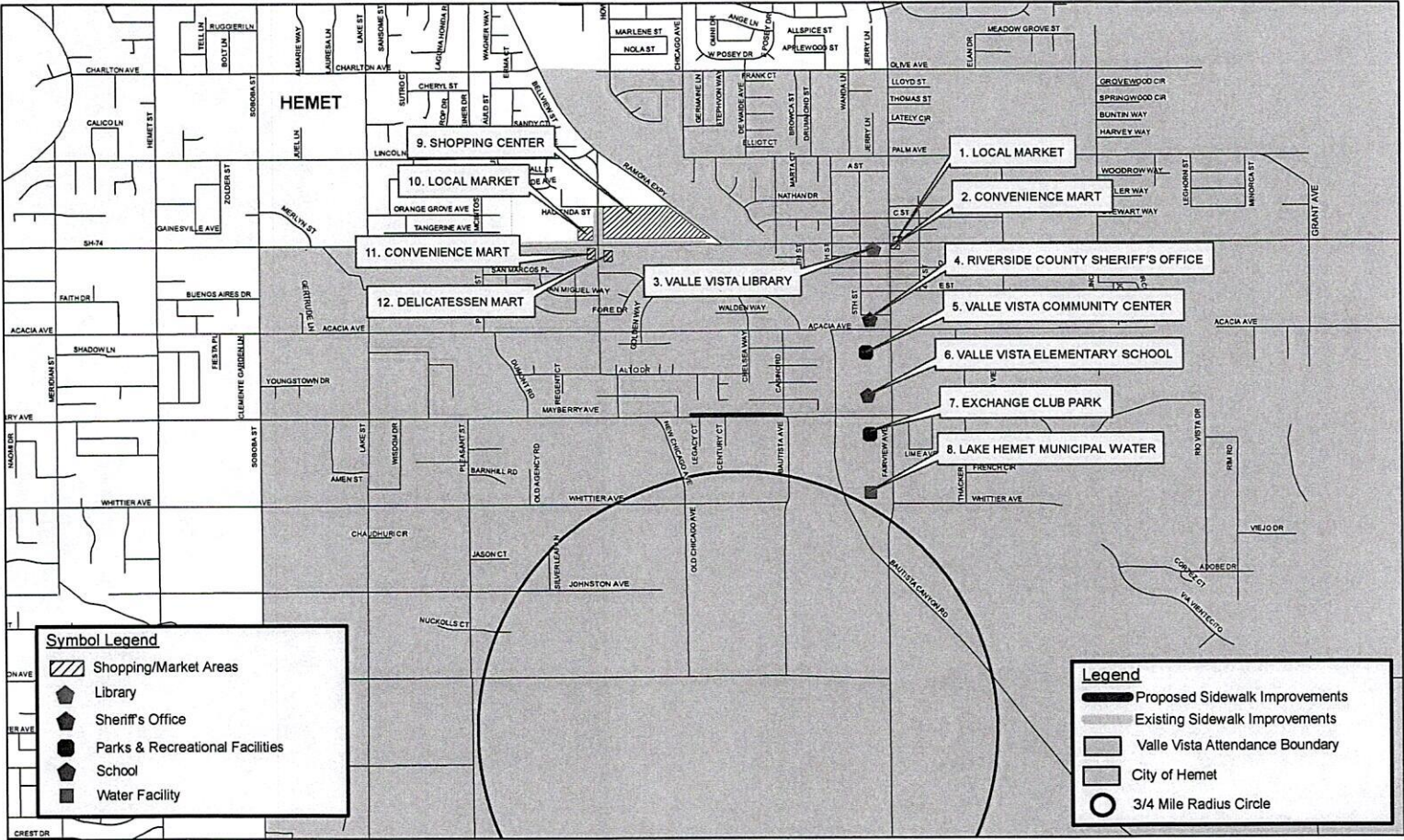
COMMUNITY CHARACTERISTICS EXHIBIT D



The City of Hemet is not responsible for the accuracy of the information contained in this map. The City and Hemet are not liable for any damages, including consequential damages, arising from the use of this map. The City and Hemet are not liable for any damages, including consequential damages, arising from the use of this map.



0 650 1,300 2,600 Feet
1 inch = 1,997 feet
Copyright: Plan by GSI, Inc. City of Hemet, Oregon
Printed by GSI on 10/20/11



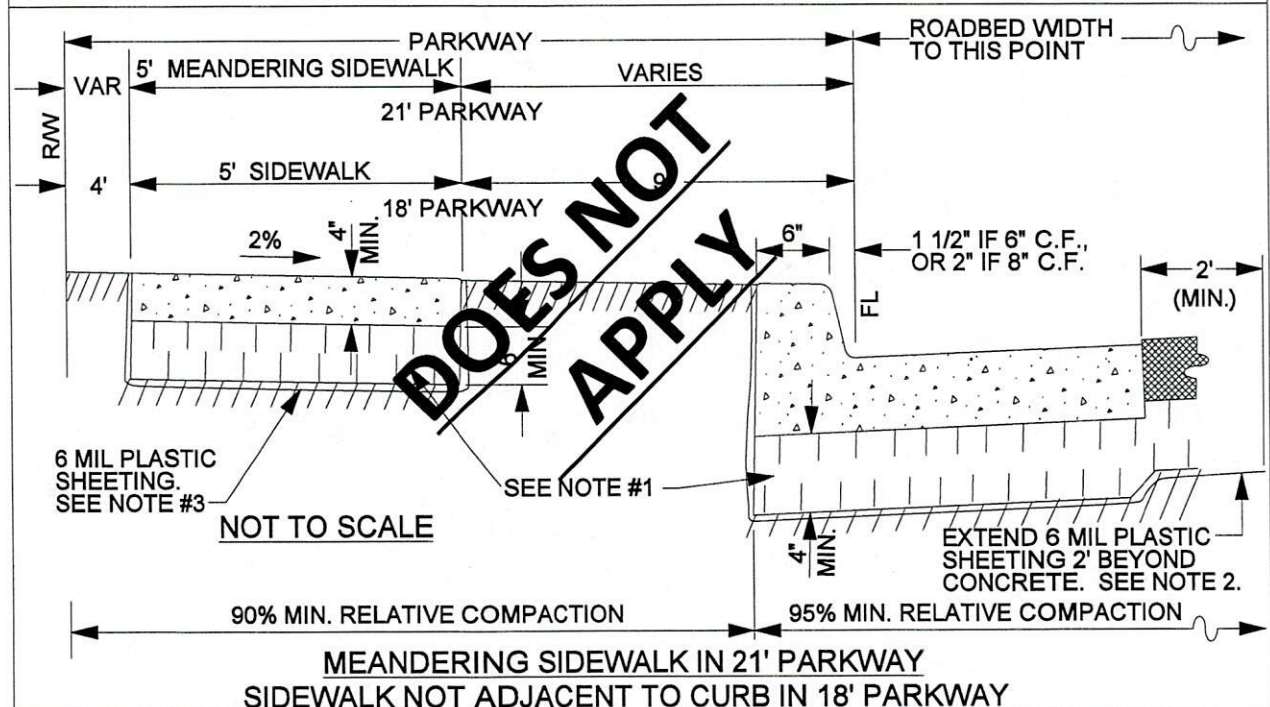
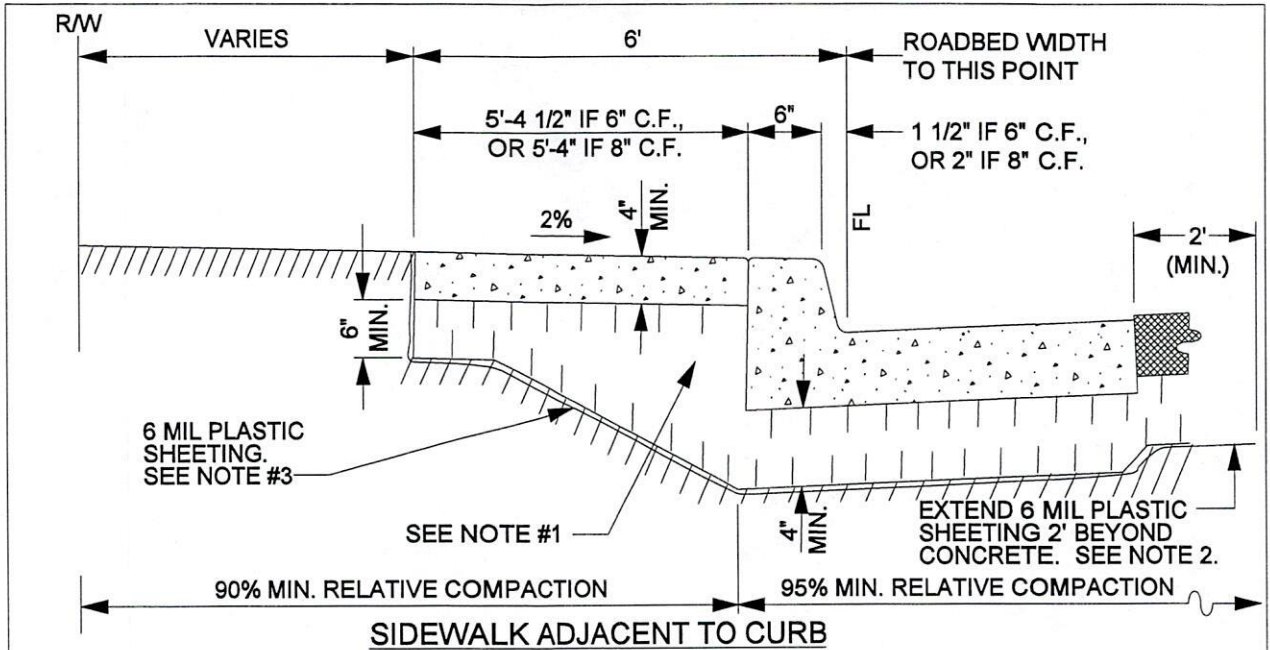
Symbol Legend

- Shopping/Market Areas
- Library
- Sheriff's Office
- Parks & Recreational Facilities
- School
- Water Facility

Legend

- Proposed Sidewalk Improvements
- Existing Sidewalk Improvements
- Valle Vista Attendance Boundary
- City of Hemet
- 3/4 Mile Radius Circle

EXHIBIT E



- 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:

 DATE: 05/01/07
 DIRECTOR OF TRANSPORTATION
 GEORGE A. JOHNSON, RCE 42328



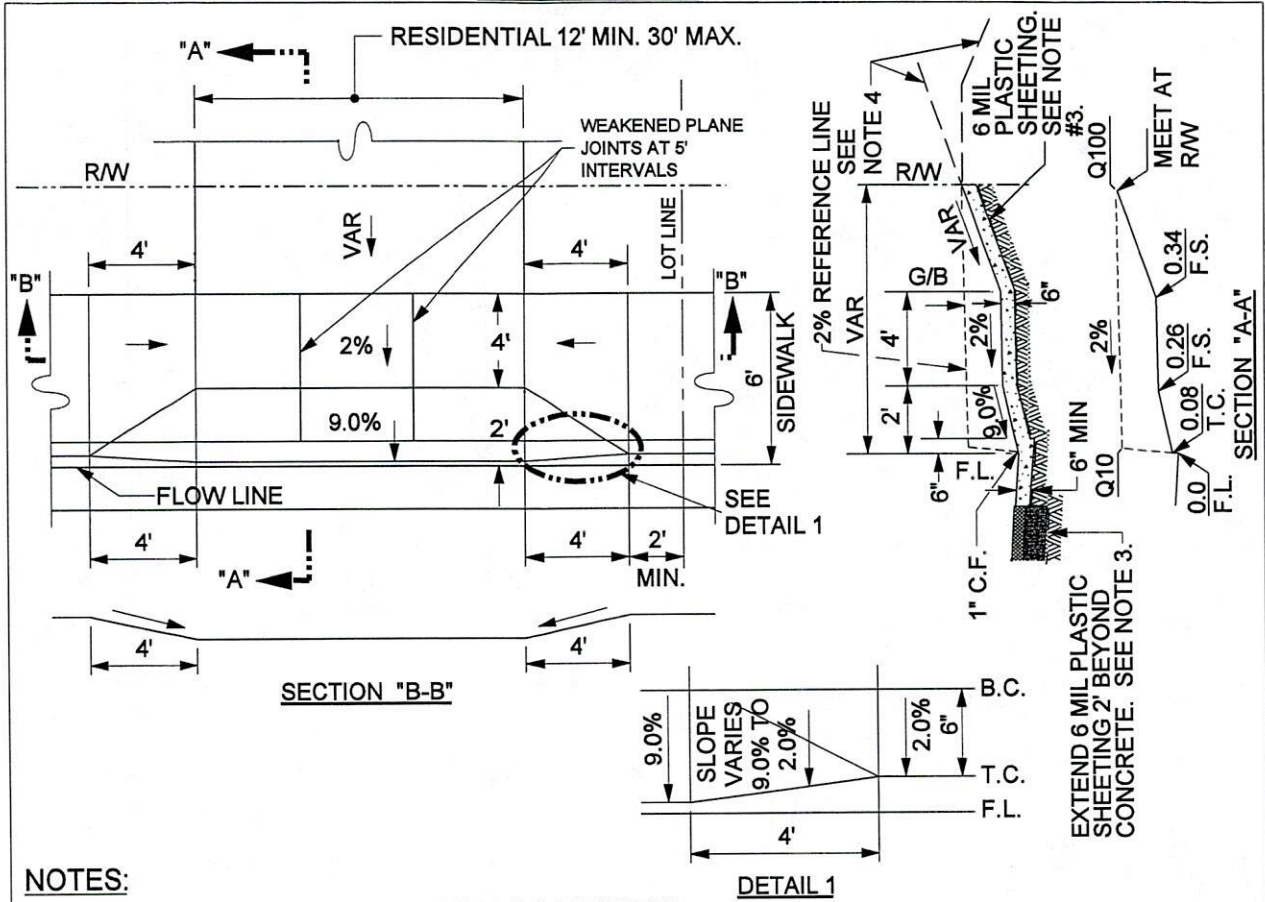
COUNTY OF RIVERSIDE

SIDEWALK AND CURB

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

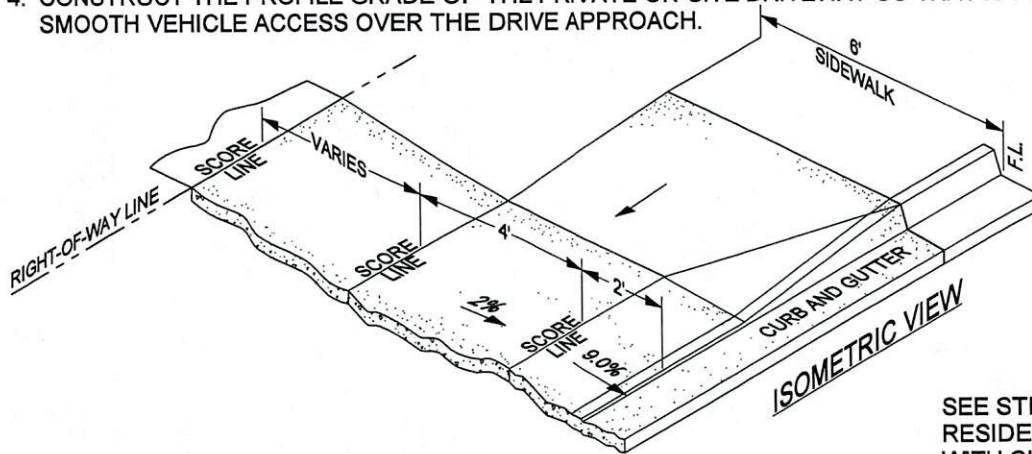
STANDARD NO. 401

EXHIBIT E



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.



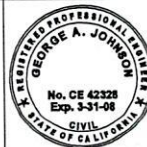
NOT TO SCALE

SEE STD NO. 213 FOR RESIDENTIAL DRIVEWAY WITH SIDEWALK AT RW

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

MULTIMODAL ACCESS EXHIBIT F

0 650 1,300 2,600 Feet
1 inch = 1,987 feet
Printed by M&E on 12/21/11, 0:00 AM at 447 (HEMET, 8/8/11)



The City of Hemet assumes no liability in regard to the information provided herein. The City of Hemet is not responsible for any errors or omissions in this map. The City of Hemet is not responsible for any damages or injuries resulting from the use of this map. The City of Hemet is not responsible for any changes to the information provided herein.

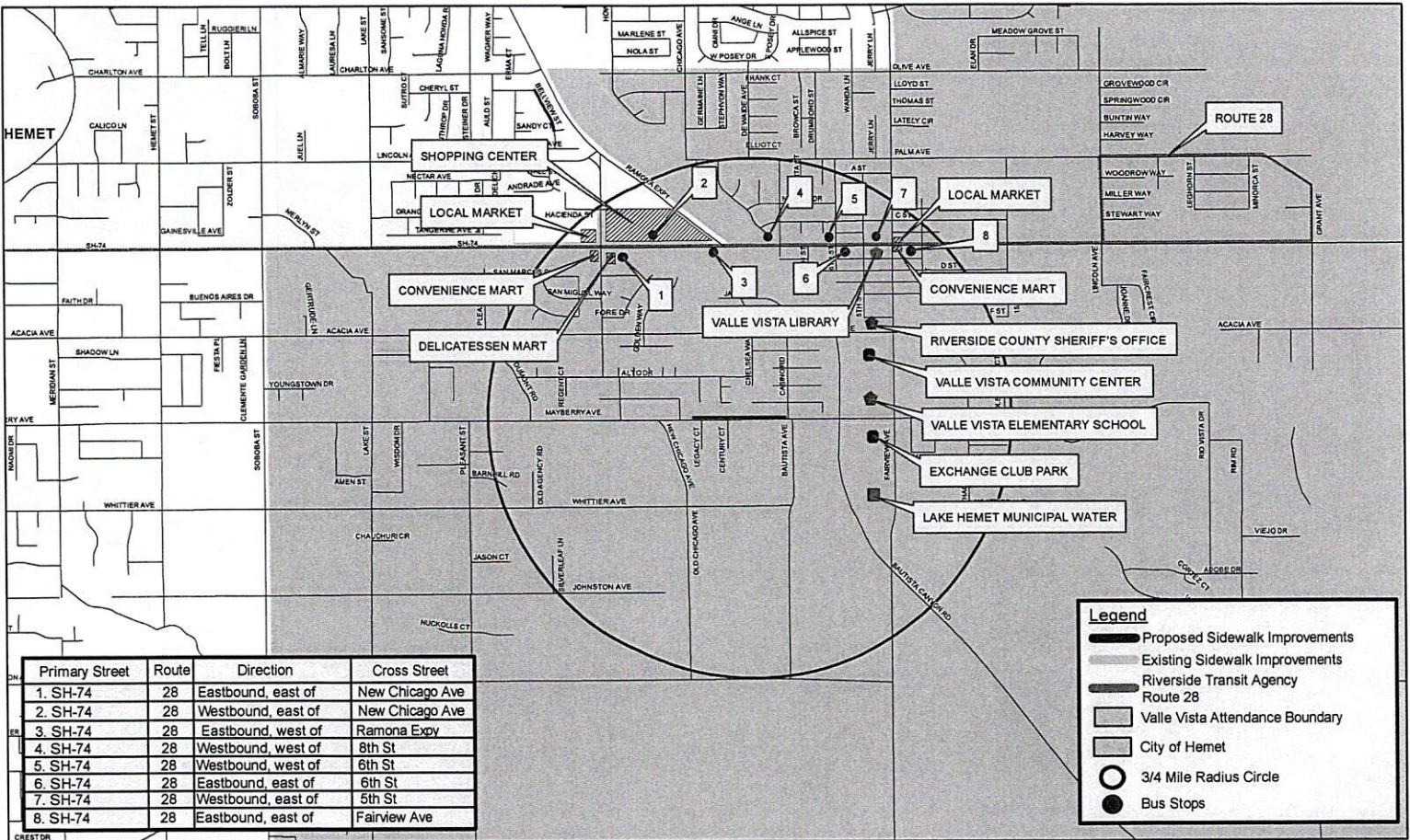


EXHIBIT G

28

PERRIS STATION - HEMET - LINCOLN & FLORIDA

Information Center
(951) 565-5002
RiversideTransit.com
RTABus.com

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

Sunday service on: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.



Legend | Map not to scale

1 Time and/or Transfer Point

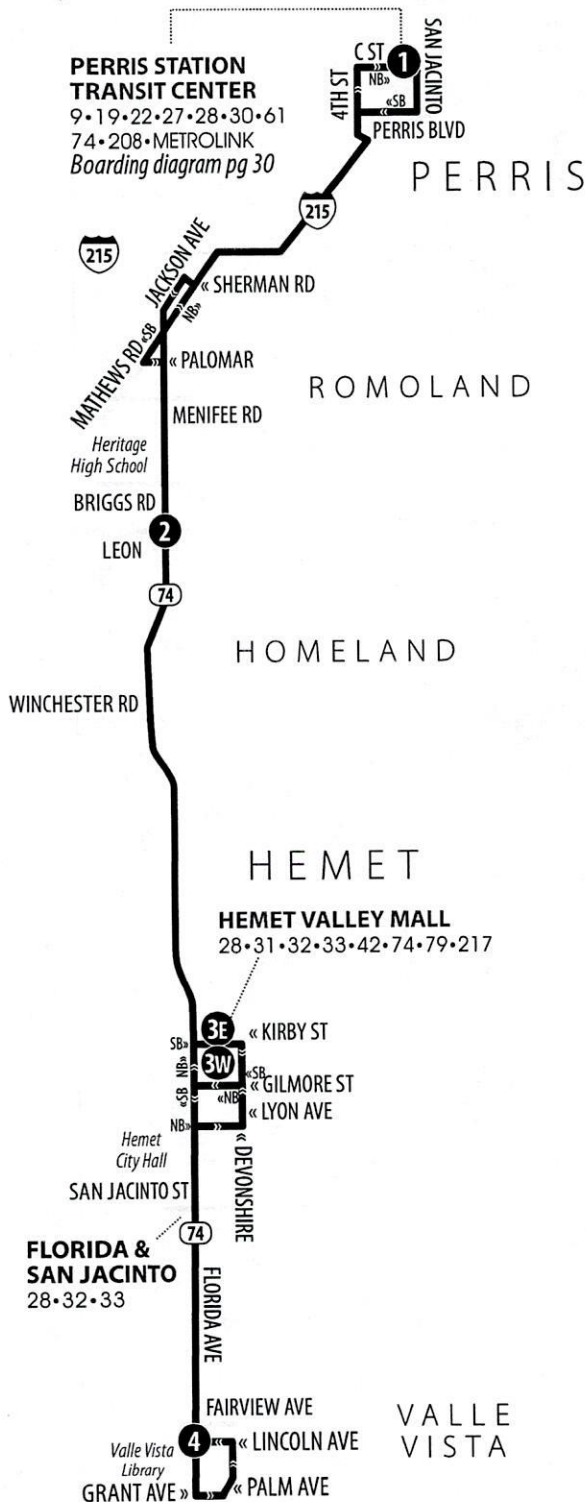


EXHIBIT G

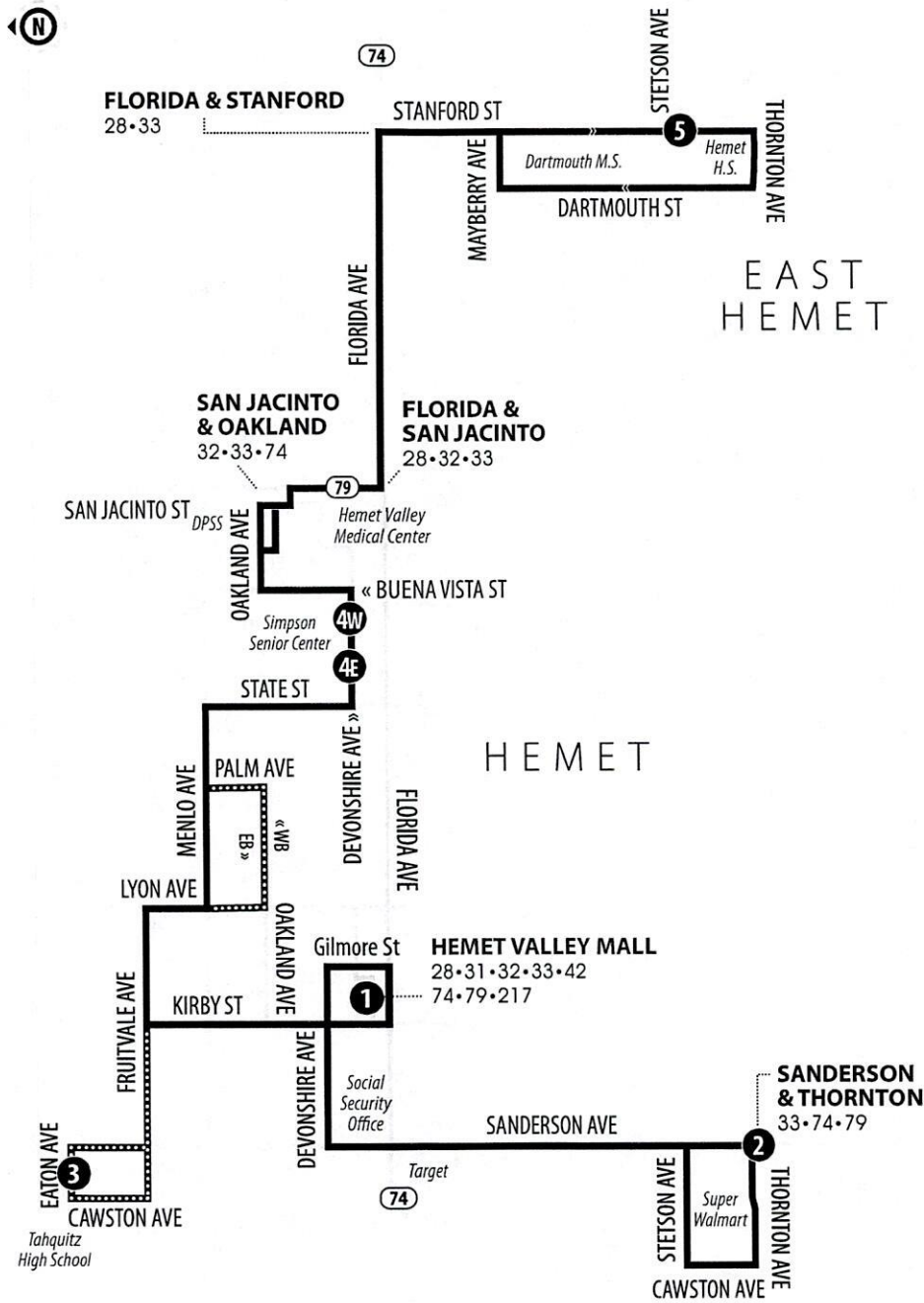
33

HEMET VALLEY MALL - SANDERSON & THORNTON - STANFORD & STETSON

Information Center
(951) 565-5002
RiversideTransit.com
RTABus.com

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

Sunday service on: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.



Legend | Map not to scale

- 1** Time and/or Transfer Point
-** Alternate Routing

EXHIBIT H



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

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 – Mayberry Avenue Sidewalk Safety Improvement Project – Peartree Lane to Casino Drive

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 Mayberry Avenue Sidewalk Safety Improvement Project – Peartree Lane to Casino Drive. 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 Mayberry Avenue Sidewalk Safety Improvement Project will provide a 1,230 foot sidewalk gap closure between Peartree Lane and Casino Drive, expanding the existing sidewalk network within the local roadway network. The project will provide a fully ADA accessible, all weather pathway for pedestrians.

FUNDING:

	ARTICLE 3 AWARD	LOCAL MATCH	%*	TOTAL PROJECT COST
PROJECT TITLE: Mayberry Avenue Sidewalk Safety Improvement	\$408,375	\$136,125	25%	\$544,500

*Local Match Source: Local Gas Tax

If Total Project Cost is lower than anticipated, Article 3 will be reimbursed at 75% of Total Project Cost.

BREAKDOWN OF TOTAL PROJECT COST	
Engineering/Administration	\$125,400
Right of Way	16,500
Construction	\$309,100
Other: Roadway Widening Improvements	93,500
Total Project Cost	\$544,500

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	April 1, 2020	January 31, 2021
Right of Way	July 1, 2020	January 31, 2021
Construction	July 1, 2021	October 31, 2021

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 _____, 2020; 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: _____