

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



**ITEM: 3.21  
(ID # 17020)**

**MEETING DATE:**

Tuesday, September 21, 2021

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION:  
Approve and Execute the Carver Tract Phase 2 Sidewalk Safety Improvement 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. [\$432,500 Total - 100% SB 821 Funds]

**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 Craver Tract Phase 2 Sidewalk Safety Improvement Project for Fiscal Years 21/22 & 22/23 and authorize the Chair of the Board to execute the same.

**ACTION:**Policy, A-30


  
Mark Lancaster, Director of Transportation 8/31/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Washington 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: September 21, 2021  
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>	\$200,000	\$ 232,500	\$ 432,500	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> SB 821 (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22-22/23	

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

**BACKGROUND:**

**Summary**

The Carver Tract Phase 2 Sidewalk Safety Improvement Project (Project) was selected to receive \$432,500 in funding under RCTC's SB 821 Bicycle and Pedestrian Facilities Program (SB 821 Program). Biennially, RCTC issues a call for projects and awards SB 821 Program funds to candidate projects based on a competitive selection process. The Agreement for Funding outlines the terms and conditions for the receipt of the SB 821 Program funds.

The County will have a 3-year term to complete the Project upon approval of this Agreement. In addition to the \$432,500 in SB 821 funding, the County is proposing to provide a 51% local match of \$458,179 in Gas Tax funds for a total Project cost estimate of \$890,679. The proposed County match will be finalized prior to project advertisement for construction.

The proposed Project will include the construction of sidewalk improvements along the east side of Luzon Street, between Avenue 48 and Manila Avenue, the west side of Luzon Street between Leyte Avenue and Manila Avenue, the north side of Lingayan Avenue between Luzon Street and Bataan Street, and along the north side of Corregidor Avenue between Luzon Street and Bataan Street. The proposed Project will widen each roadway and install concrete curb, gutter, and sidewalk improvements at its ultimate location to provide a fully ADA accessible, all weather pathway for pedestrians. Additionally, the proposed Project will provide necessary improvements that are needed to enhance pedestrian safety and encourage use of non-motorized modes of transportation within the surrounding residential area.

The proposed Project is the second phase of multiple future sidewalk projects within the Carver Tract residential development. It is the Transportation Department's intention to apply for future grant funds to complete the local sidewalk network outside the scope of this project.

Project Number: D0-0071

**Impact on Residents and Businesses**

In addition to the residents along the project limits, there are several community facilities providing goods and services to residents that are within walking distance of the project and will be served by the project improvements including: Martin Van Buren Elementary School, New

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Seasons Church, Coachella Valley Rescue Mission, Coachella Valley Wild Bird Center, Riverside County Office of Education, Rancho Las Flores Park, and the United Families/Fred Young Farm Labor Center.

**ATTACHMENTS**

Agreement

Vicinity Map

  
\_\_\_\_\_  
Scott Bruckner 9/9/2021

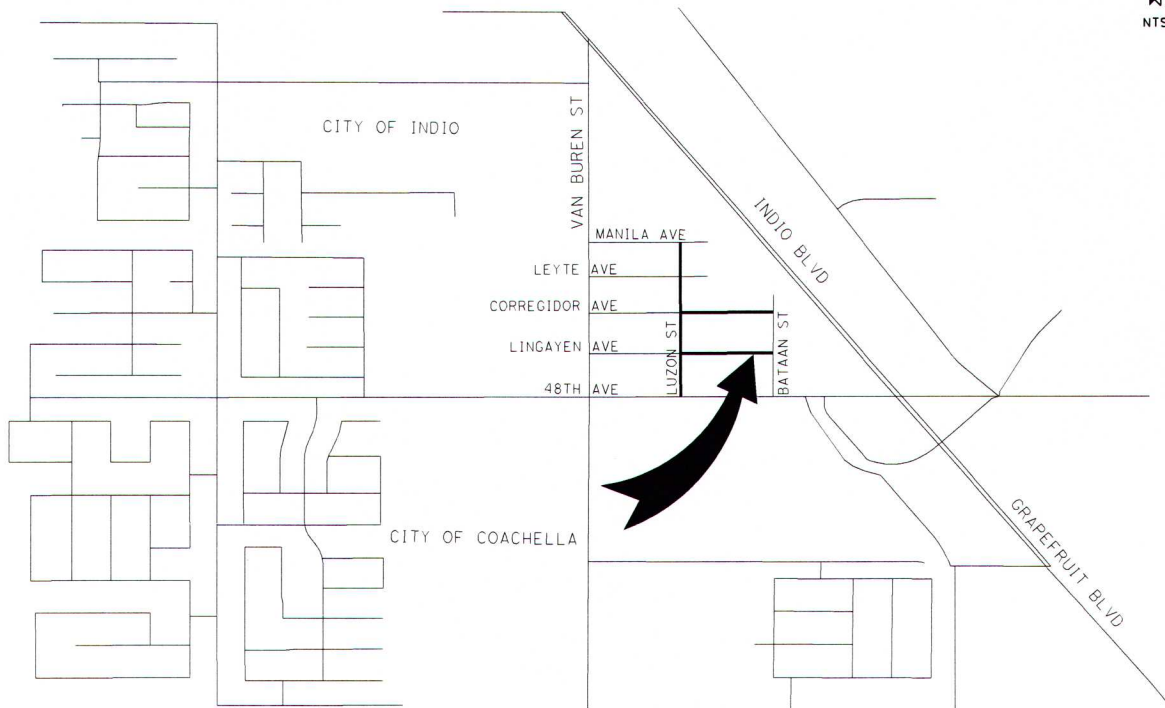
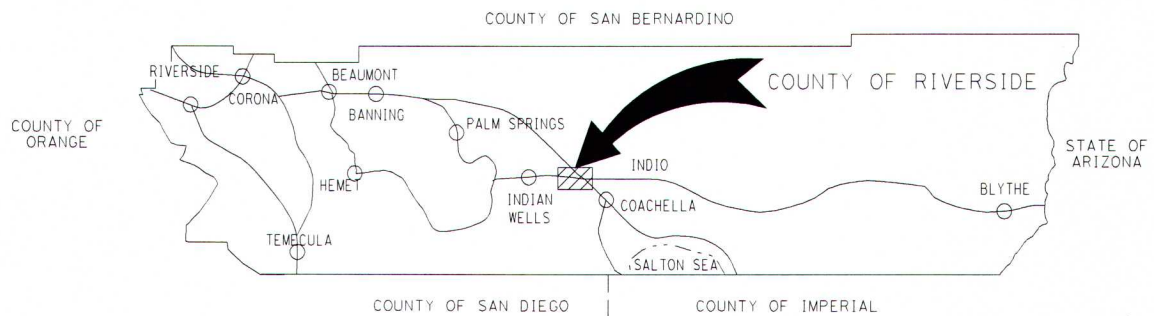
  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel 9/9/2021

# PROJECT LOCATION MAP

## CARVER TRACT

SIDEWALK SAFETY IMPROVEMENT PROJECT  
CORREGIDOR AVENUE, LINGAYEN AVE, & LUZON ST

## INDIO AREA



**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 \_\_\_\_\_, 2021 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the County of Riverside, a political subdivision of the State of California ("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 1<sup>st</sup>, 2021, a CALL FOR PROJECTS was published by RCTC seeking applications for FY 2021/22 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 Carver Tract-Phase 2, Bataan St., Lingayan Ave. & Luzon St. ("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 Thirty-Two Thousand Five Hundred Dollars (\$432,500), to be used exclusively for reimbursing the RECIPIENT for

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

2.1 Eligible Project Costs. Reimbursement for PROJECT costs ("REIMBURSEMENT") may only include those items expressly allowed for under Article 3 of the Transportation Development Act (California Public Utilities Code section 99200 *et seq.*), which provides that funding shall be allocated for the construction, including related engineering expenses, of facilities based on the PROGRAM policies adopted by RCTC, provided that such items are included in the scope of work included in the application, attached as Attachment 1 ("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 thirty six (36) 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 36 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 3. 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 1, 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 as presented in the Project application 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 3.

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 Four Hundred Fifty-Eight Thousand One Hundred Seventy-Nine Dollars (\$458,179) 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. RECIPIENT may commence the Project starting July 1, 2021, and costs incurred following such date will be eligible for reimbursement under this AGREEMENT, provided they otherwise meet the requirements herein, and provided that this AGREEMENT is executed no later than October 1, 2021.
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's representative shall be the individual identified in the Project application as RECIPIENT'S representative to RCTC. RECIPIENT'S representative, or designee, 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 addressed as set forth below and provided by any of the following methods (i) personally delivered; (ii) sent by electronic mail, with a subject line clearly

identifying this AGREEMENT, read receipt requested, and a cc: provided to the identified staff; (iii) sent by first-class mail, return receipt requested; or (iv) sent by overnight express delivery service with postage or other charges fully prepaid. Notwithstanding the foregoing, notices of dispute or termination sent by electronic mail must be followed by hard copy mailed notice to be effective.

**TO RCTC:**

Anne Mayer  
Executive Director  
RCTC  
4080 Lemon Street, 3rd Floor  
Riverside, California 92501  
Phone: (951) 787-7141  
e-mail: amayer@rctc.org

**TO RECIPIENT:**

Mark Lancaster  
Director of Transportation  
Riverside County  
3525 14<sup>th</sup> Street  
Riverside, Ca 92501  
(951) 955-6800  
MLANCASTER@RIVCO.ORG

cc: JChan@RCTC.org

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.
26. Form of Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE  
TO  
AGREEMENT NO. 21-62-116-00  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN  
FACILITIES PROGRAM**

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

**RCTC**

By: 

Name: Anne Mayer

Title: Executive Director

**RECIPIENT**

**COUNTY OF RIVERSIDE**

By: 


Name: KAREN SPIEGEL

Title: CHAIR, BOARD OF SUPERVISORS

SEP 21 2021

ATTEST:  
KECIA R. HARPER, Clerk  
By:   
DEPUTY

**APPROVED AS TO FORM**

By: 

Name: Steven C. DeBaun

Title: General Counsel

**APPROVED AS TO FORM**

By: 

Name: Danielle Maland

Title: Deputy County Counsel

**SIGNATURE PAGE  
TO  
AGREEMENT NO. 21-62-116-00  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN  
FACILITIES PROGRAM**

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

**RCTC**

By: \_\_\_\_\_

Name: Anne Mayer

Title: Executive Director

**RECIPIENT**

**COUNTY OF RIVERSIDE**

By: Karen S. Spiegel

Name: KAREN SPIEGEL

Title: CHAIR, BOARD OF SUPERVISORS

SEP 21 2021

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

**APPROVED AS TO FORM**

By: [Signature]

Name: Steven C. DeBaun

Title: General Counsel

**APPROVED AS TO FORM**

By: [Signature]

Name: Danielle Maland

Title: Deputy County Counsel

**ATTACHMENT 1**

(RECIPIENT APPLICATION FOR FUNDING)

**FY21/22 SB 821 Bicycle and Pedestrian Facilities Program**  
**BIENNIAL CALL FOR PROJECTS APPLICATION**

**A. SCOPE OF WORK (500 Characters)**

This proposed project will install a total of 1,170 linear feet of sidewalk, curb and gutter along the east side of Luzon Street between Avenue 48 and Manila Avenue, and along the west side of Luzon Street between Leyte Avenue and Manila Avenue, additionally, 568 linear feet of sidewalk, curb and gutter will be installed along the north side of Lingayan Avenue from Bataan Street and Luzon Street, and 568 linear feet of sidewalk, curb and gutter will be installed along the north side of Corregidor Avenue between Bataan Street and Luzon Street.

**B. FUNDING**

Double click on table below to complete project costs for PA/ED, PS&E, ROW, Construction and Local Match in the Excel spreadsheet. The gray cells contain formulas that will calculate the Total Project Cost, SB 821 Request, and the Percentage Splits. Provide a letter on agency letterhead committing to the local match as Appendix A and Project's Engineers Estimate as Appendix B.

PA/ED	\$	126,130	
PS&E	\$	52,267	
ROW	\$	18,590	
Construction	\$	630,617	
Administration	\$	63,075	
Total Project Cost	\$	890,679	
			Split %
Local Match	\$	458,179	51%
SB 821 Request	\$	432,500	49%
			100.00%

**C. SCHEDULE**

	START	END*
PA/ED	July 1, 2021	March 31, 2022
PS&E	April 1, 2022	March 31, 2023
ROW	April 1, 2022	March 31, 2023
CON	April 1, 2023	March 31, 2024
CLOSE OUT	April 1, 2021	July 1, 2024

**FY21/22 SB 821 Bicycle and Pedestrian Facilities Program**  
**BIENNIAL CALL FOR PROJECTS APPLICATION**

**D. PROJECT BACKGROUND & PROJECT DESCRIPTION**

The proposed Carver Tract Sidewalk Safety Improvement Project – Phase 2, is located within the Indio area of unincorporated Riverside County. This proposed project is a continuation of Phase 1 funded by FY19/20 SB821 funding. Phase 1 of this project installed sidewalks along the north side of Lingayan and Corregidor between Van Buren and Luzon, and west side of Luzon between Avenue 48 and north of Leyte Avenue. Phase 2 of this project will provide connectivity to Phase 1, provide residents with a sidewalk network to the school, and other locations in the area. Sidewalk, curb, and gutter are proposed along the east side of Luzon Street from Avenue 48 northerly to Manila Avenue and the westerly side of Luzon Street between Leyte Avenue and Manila Avenue, north side of Corregidor Avenue and Lingayan Avenue between Luzon Street and Bataan Street (Exhibit A, Project Location Map). Within the Carver Tract residential development, Corregidor Avenue, Lingayan Avenue, and Luzon Street are two lane residential roadways with an approximate pavement width of 34 feet with curb, gutter or sidewalk improvements. This proposed project will serve Martin Van Buren Elementary School as well as other community destinations for all pedestrians and bicyclists. Project photos are attached in Exhibit B, Project Photos.

As established by the California Environmental Protection Agency (CalEPA) for the purpose of SB 535, the proposed project is in census tract 6065940400 which is located within a designated disadvantaged community and is among the 25% highest scoring census tracts for high amounts of pollution. This tract is in the 81<sup>st</sup> percentile among pollution burden, the 91<sup>st</sup> percentile among ozone burden, and the 83<sup>rd</sup> percentile among pesticide burden.

**E. DESTINATIONS SERVED (2 points for each destination served, max 14 points)**

There are several community destinations providing goods and services to the residents of the Carver Tract that are within walking distance of the proposed sidewalks. These destinations include:

1. Martin Van Buren Elementary School
2. New Seasons Church
3. Coachella Valley Rescue Mission
4. Coachella Valley Wild Bird Center

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5. Valley Sanitary District: Water Reclamation Facility
6. Riverside County Office of Education: Indio Office
7. Rancho Las Flores Park
8. United Families/Fred Young Farm Labor Center

These locations are shown in the attached Exhibit D Community Characteristics Map. As shown in the Exhibit, Martin Van Buren Elementary School is located directly west of the project limits along Van Buren Street between Leyte Avenue and Lingayan Avenue. There are marked school crosswalks that cross Van Buren Street at Leyte Avenue and Corregidor Avenue that are utilized by pedestrians that live within the Carver Tract residential development. These marked school crosswalks are part of the recognized Safe Route to School for all pedestrians that walk to and from the school.

New Seasons Church is a Baptist Church located directly east of the project limits on Corregidor Avenue that serves this development. The church hosts religious services as well as community-based activities for all ages that are open for everyone to participate in.

The Coachella Valley Rescue Mission is also a religious nonprofit organization on Van Buren Street north of the project limits that feeds and shelters the homeless community. The rescue mission provides over 360,000 meals per year, provides shelter, clothing, counseling, work training, and showers to thousands of homeless men, women and children annually. They also provide recovery, education and vocational training for members of the community seeking stability and guidance.

Coachella Valley Wild Bird Center is a nonprofit corporation located on Van Buren Street northerly of the project location that has been created for the care and rehabilitation of orphaned, injured, or sick native wild birds. The center also provides tours and educational programs to visiting members of the community that are interested in learning about the birds.

Valley Sanitary District is also located on Van Buren Street northerly of the project limits and adjacent to the Coachella Valley Wild Bird Center. The district collects, treats, and reuses wastewater in a safe and cost-effective manner for the members of the community. Valley Sanitary District is California Special District governed by a locally elected Board of Directors and by the California Sanitary Act of 1923. The District and the City of Indio have formed a Joint Powers Authority to plan, program, finance, design and operate a Reclaimed Water Facility to bring a sustainable water supply and manage the water resources for the customers of the City of Indio Water Authority and the Valley Sanitary District. Their projects include investing in

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areas such as infrastructure for treatment facilities, sewer collection facilities and grounds and buildings as well as pump stations, recycled/reclaimed water facilities, and energy systems.

The Riverside County Office of Education (RCOE) is located at the intersection of Calhoun Street and Dr Carreon Boulevard, northwest of the project location. RCOE provides specific educational, financial, legislative, and leadership services and support to all K-12 school districts in Riverside County. As an organization, it is comprised of the elected Riverside County Superintendent of Schools and the array of individuals employed by the County Superintendent to help fulfill their statutory duties and responsibilities. The primary work of the RCOE is to provide overarching educational goals, support and services leading to high school graduation, college readiness, and career preparedness for all county students enrolled in public education. They also focus on providing financial oversight and support of all the school districts in the county to ensure fiscal solvency and compliance with statutes as well as providing credential oversight and support to ensure that all teachers in the county are properly authorized for the subject matter they are assigned to

Rancho Las Flores Park is located directly south of the project location on Van Buren Street, south of 48<sup>th</sup> Avenue. This park offers tables, playgrounds, soccer and football field space, and basketball courts. This park is a popular attraction for students and residents within the area as it is one block south of Martin Van Buren Elementary School and the Carver Tract residential development.

This proposed sidewalk project will extend an existing sidewalk network into a heavily populated residential area, enhancing safety as well as providing incentive to residents to utilize non-motorized forms of transportation. Furthermore, this project is the second phase of many future sidewalk projects within the Carver Tract residential development. It is the County's intention to apply for future ATP funds as well as SB 821 grants to complete the local sidewalk network.

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

#### **F. SAFETY (15 points)**

Within the project limits, the north and south side of Lingayan Avenue, the north and south side of Corregidor, and the east side of Luzon Street are not improved and do not have existing curb, gutter, or sidewalk improvements. Single family residences front both sides of Lingayan and Corregidor Avenue along the project limits. The existing roadways have dirt shoulders and a somewhat flat surface for pedestrians to walk along. However, these limited areas are discontinuous and uneven and do not meet current ADA standards with regards to minimum width and slope allowances. As shown in the photographs, there are various obstacles such as fences, gates, signpost, mailboxes, and utilities which impede pedestrian mobility. These existing obstacles require pedestrians to travel in the street while traversing the roadways. Currently, pedestrians requiring the use of a wheelchair and/or other similar devices are not able to use the dirt shoulders and must share the pavement with motor vehicles. Furthermore, parking is allowed along both sides of the subject roadways within the dirt shoulders, which creates additional roadside obstacles, requiring pedestrians to move further away into the roadway while traversing subject roadways.

Collision records indicate that within the previous 10 years, there has been 1 collision on Corregidor Avenue, 3 collisions on Lingayan Avenue, and 1 collision on Luzon Street near or 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 paved sidewalk being a crash site is 88.2% 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 visiting all the local community destinations. A heat map of the project location is attached as Exhibit H.

# **FY21/22 SB 821 Bicycle and Pedestrian Facilities Program**

## **BIENNIAL CALL FOR PROJECTS APPLICATION**

### **G. MULTIMODAL ACCESS (1 point each, max 6 points)**

Within the projects  $\frac{3}{4}$  mile service area, there are multiple bus stops along Sunline Transit Agency Routes 80, 90, and 111. The various bus routes include stops along Van Buren Street, Calhoun Street, and on 48<sup>th</sup> Avenue. The various bus routes and stops are shown in Exhibit F, Multimodal Access. The bus stops have been numbered by location and include the following:

<b>BUS STOP LOCATIONS</b>			
<u>48<sup>th</sup> Avenue</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
1	6	Westbound, west of	Calhoun Street
2		Westbound, west of	Van Buren Street
3	6	Eastbound, east of	Chaparrrosa Street
<u>Van Buren Street</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
4	6	Southbound, south of	Dr Carreon Boulevard
5	6	Northbound, north of	48 <sup>th</sup> Avenue
6		Northbound, north of	Manilla Avenue
7		Northbound, at	Rancho Las Flores Park
<u>Dr Carreon Boulevard</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
8	6	Eastbound, east of	Calhoun Street
9	6	Westbound, west of	Calhoun Street
10		Westbound, west of	Van Buren Street
<u>Calhoun Street</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
11	6	Southbound, north of	Capricorn Avenue
<u>Indio Boulevard</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
12	1	Southbound, south of	Temple
<u>Grapefruit Boulevard</u>	<u>Route</u>	<u>Direction</u>	<u>Cross Street</u>
13	1	Southbound, south of	48 <sup>th</sup> Avenue

Sunline Transit Agency provides extensive service within the surrounding areas, including many of the local community destinations as shown in Exhibit D. The proposed project will extend the existing sidewalk network which will enhance access to existing bus stops, encouraging residents to use bus service to access more distant community destinations.

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**H. MATCHING FUNDS (10 points)**

*Points will be calculated based on the Funding Table above.*

Match %	Points
50%	10
45%	9
40%	8
35%	7
30%	6
25%	5
20%	4
15%	3
10%	2
5%	1
0%	0

**I. POPULATION EQUITY (5 Points)**

*Points will be assigned based on population equity table provided in FY20/21 SB 821 Call for Projects Guidelines.*

**J. 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. If awarded, agency is committed to executing the Memorandum of Understanding with the Riverside County Transportation Commission by October 1, 2021.

Signature  Title Director of Transportation

Date 4-26-2021

Appendix A: Commitment to Local Match

Appendix B: Engineers Estimate

Appendix C: If applicable, copies of completed environmental document, title sheet, or right-of-way clearance.



**Mark Lancaster**  
*Director of Transportation*

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

*Mojahed Salama, P.E.*  
*Deputy for Transportation Capital Projects*  
*Richard Lantis, P.L.S.*  
*Deputy for Transportation Planning and*  
*Development*

**Transportation Department**

April 1, 2021

RE: Funding Commitment For FY21/22 SB821 Bicycle And Pedestrian Facilities Program – Carver Tract Sidewalk Safety Improvement Project – Phase II; Corregidor Avenue, Lingayan Avenue, and Luzon Street

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 Carver Tract Sidewalk Safety Improvement Project – Phase II; Corregidor Avenue, Lingayan Avenue, and Bataan Street. Each year, the Riverside County Transportation Department prepares and annual Transportation Improvement Program (TIP) that is approved by the Board of Supervisors. This project will be included in our TIP upon notification of funding availability from the SB 821 Bicycle and Pedestrian Facilities Program.

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

Sincerely,

A handwritten signature in blue ink that reads 'Mark Lancaster'.

**Mark Lancaster**  
**Director of Transportation**

cc: File

## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency: Riverside County Transportation Department

Date: 4/14/2021

Project Description: 568 L.F. of concrete sidewalk curb & gutter improvements and pavement widening improvements (north side only)

Project Location: Corregidor Avenue between Van Buren and Luzon Street

Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Eugene Abrego

License #: 73987

### Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown					
						SB821 Eligible Costs/Items		SB821 Ineligible Costs/Items			
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$		
General Overhead-Related Construction Items											
1	Mobilization	1	LS	\$8,300.00	\$8,300	93%	\$7,690	7%	\$610		
2	Traffic Control System	1	LS	\$6,200.00	\$6,200	93%	\$5,745	7%	\$455		
3	Stormwater Protection Plan	1	LS	\$3,100.00	\$3,100	93%	\$2,872	7%	\$228		
4	Dust Abatement/PM 10 Plan	1	LS	\$3,100.00	\$3,100	93%	\$2,872	7%	\$228		
5	Clearing & Grubbing	1	LS	\$3,100.00	\$3,100	93%	\$2,872	7%	\$228		
General Construction Items (non-decorative only)											
6	Roadway Sidewalk Excavation	58	CY	\$55.00	\$3,190	35%	\$1,117	65%	\$2,074		
7	Hot Mix Asphalt	33	TON	\$120.00	\$3,960			100%	\$3,960		
8	Class II Aggregate Base	33	CY	\$65.00	\$2,145			100%	\$2,145		
9	Minor Concrete (Curb & Gutter)	570	LF	\$22.00	\$12,540	100%	\$12,540				
10	Minor Concrete (Sidewalk)	3400	SF	\$14.00	\$47,600	100%	\$47,600				
11	Minor Concrete (Curb Ramp)	2	EA	\$4,950.00	\$9,900	100%	\$9,900				
12	Minor Concrete (Driveway)	620	SF	\$15.00	\$9,300	100%	\$9,300				
13	Minor Concrete (Cross Gutter)	850	SF	\$22.00	\$18,700	100%	\$18,700				
14	Relocate Mailbox	1	EA	\$330.00	\$330	100%	\$330				
15	Relocate Sign	1	EA	\$220.00	\$220	100%	\$220				
16	Remove/Replace Fencing	15	LF	\$110.00	\$1,650	100%	\$1,650				
17	Thermoplastic Crosswalk and Markings	100	SF	\$6.00	\$600	100%	\$600				
18	Remove and Dispose Concrete	200	SF	\$6.00	\$1,200	100%	\$1,200				
Subtotal of Construction Items:						13	\$125,208		\$9,927		
Construction Item Contingencies (% of Construction Items):						10.00%	\$12,521		\$993		
Total (Construction Items & Contingencies) cost:						148,649	\$137,729		\$10,919		

### Project Delivery Costs:

Type of Project Cost	Cost \$	SB821 Eligible Costs	Non-participating Costs
<b>Preliminary Engineering (PE)</b>			
Environmental Studies and Permits (PA&ED)	\$27,546	\$27,546	\$2,184
Plans, Specifications and Estimates (PS&E)	\$12,972	\$12,972	\$1,038
<b>Total PE:</b>	<b>\$40,518</b>	<b>\$40,518</b>	<b>\$3,212</b>
<b>Right of Way (RW)</b>			
Right of Way Engineering	\$4,633	\$4,633	\$367
Acquisitions and Utilities			
<b>Total RW:</b>	<b>\$4,633</b>	<b>\$4,633</b>	<b>\$367</b>
<b>Construction Engineering (CE)</b>			
Construction Engineering (CE)	\$13,778	\$13,778	\$1,092
<b>Total Project Delivery:</b>	<b>\$63,600</b>	<b>\$58,928</b>	<b>\$4,672</b>
<b>Total Construction Costs:</b>	<b>\$163,519</b>	<b>\$151,507</b>	<b>\$12,012</b>
<b>Total Project Cost:</b>			
	<b>212,300</b>	<b>\$196,705</b>	<b>\$15,595</b>

### Documentation of Ineligible (Non-Participating) Costs

Item Number(s)	Description of Engineer's Logic (See examples shown in the Instructions)

## Detailed Engineer's Estimate and Total Project Costs

Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).

### Project Information:

Agency: Riverside County Transportation Department

Date: 4/14/2021

Project Description: 568 L F of concrete sidewalk, curb & gutter improvements and pavement widening improvements (north side only)

Project Location: Lingayan Avenue between Luzon Street and Bataan Street

Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Eugene Abrego

License #: 73987

### Engineer's Estimate and Cost Breakdown:

Engineer's Estimate (for Construction Items Only)						Cost Breakdown					
						SB821 Eligible Costs/Items		SB821 Ineligible Costs/Items		Costs/Items to construct	
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$	%	\$
General Overhead-Related Construction Items											
1	Mobilization	1	LS	\$7,700.00	\$7,700	92%	\$7,121	8%	\$579		
2	Traffic Control System	1	LS	\$5,800.00	\$5,800	92%	\$5,364	8%	\$436		
3	Stormwater Protection Plan	1	LS	\$2,900.00	\$2,900	92%	\$2,682	8%	\$218		
4	Dust Abatement/PM 10 Plan	1	LS	\$2,900.00	\$2,900	92%	\$2,682	8%	\$218		
5	Clearing & Grubbing	1	LS	\$2,900.00	\$2,900	92%	\$2,682	8%	\$218		
General Construction Items (non-decorative only)											
6	Roadway Sidewalk Excavation	58	CY	\$55.00	\$3,190	35%	\$1,117	65%	\$2,074		
7	Hot Mix Asphalt	33	TON	\$120.00	\$3,960			100%	\$3,960		
8	Class II Aggregate Base	33	CY	\$65.00	\$2,145			100%	\$2,145		
9	Minor Concrete (Curb & Gutter)	568	LF	\$22.00	\$12,496	100%	\$12,496				
10	Minor Concrete (Sidewalk)	3400	SF	\$14.00	\$47,600	100%	\$47,600				
11	Minor Concrete (Curb Ramp)	2	EA	\$4,950.00	\$9,900	100%	\$9,900				
12	Minor Concrete (Driveway)	330	SF	\$15.00	\$4,950	100%	\$4,950				
13	Minor Concrete (Cross Gutter)	840	SF	\$22.00	\$18,480	100%	\$18,480				
14	Relocate Sign	1	EA	\$220.00	\$220	100%	\$220				
15	Remove/Replace Fencing	25	LF	\$110.00	\$2,750	100%	\$2,750				
16	Thermoplastic Crosswalk and Markings	93	SF	\$6.00	\$558	100%	\$558				
17	Remove and Dispose Concrete	410	SF	\$6.00	\$2,460	100%	\$2,460				
Subtotal of Construction Items:					\$130,909		\$121,060		\$9,849		
Construction Item Contingencies (% of Construction Items):				10.00%	\$13,091		\$12,106		\$985		
Total (Construction Items & Contingencies) cost:					\$144,000		\$133,166		\$10,834		

### Project Delivery Costs:

Type of Project Cost	Cost \$	SB821 Eligible Costs		Non-participating Costs	
<b>Preliminary Engineering (PE)</b>					
Environmental Studies and Permits (PA&ED)	\$28,500	\$26,633		\$2,167	
Plans, Specifications and Estimates (PS&E)	\$42,800	\$12,947		\$1,053	
<b>Total PE:</b>	<b>\$71,300</b>	<b>\$39,580</b>		<b>\$3,220</b>	
<b>Right of Way (RW)</b>					
Right of Way Engineering	\$4,624	\$4,624		\$376	
Acquisitions and Utilities					
<b>Total RW:</b>	<b>\$4,624</b>	<b>\$4,624</b>		<b>\$376</b>	
<b>Construction Engineering (CE)</b>					
Construction Engineering (CE)	\$13,317	\$13,317		\$1,083	
<b>Total Project Delivery:</b>	<b>\$62,200</b>	<b>\$57,521</b>		<b>\$4,679</b>	
<b>Total Construction Costs:</b>	<b>\$158,400</b>	<b>\$146,483</b>		<b>\$11,917</b>	
<b>Total Project Cost:</b>	<b>\$206,200</b>	<b>\$190,687</b>		<b>\$15,513</b>	

### Documentation of Ineligible (Non-Participating) Costs:

Item Number(s)	Description of Engineer's Logic (See examples shown in the Instructions)

# Detailed Engineer's Estimate and Total Project Costs

**Important: Read the Instructions in the first sheet (tab) before entering data. Do not enter data in shaded fields (with formulas).**

## Project Information:

Agency: Riverside County Transportation Department

Date: 4/14/2021

Project Description: 1,170 L.F. of concrete sidewalk, curb & gutter improvements, and pavement widening improvements

Project Location: Luzon Street between Avenue 48 and Manila Avenue (portion of west side, full length of east side)

Licensed Engineer in responsible charge of preparing or reviewing this PSR-Equivalent Cost Estimate: Eugene Abrego

License #: 73987

## Engineer's Estimate and Cost Breakdown:

### Engineer's Estimate (for Construction Items Only)

### Cost Breakdown

Engineer's Estimate (for Construction Items Only)						SB821 Eligible Costs/Items		Ineligible Costs/Items		Corps/CDC to construct	
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost	%	\$	%	\$		\$
General Overhead-Related Construction Items											
1	Mobilization	1	LS	\$44,300.00	\$44,300	93%	\$41,347	7%	\$2,953		
2	Traffic Control System	1	LS	\$33,200.00	\$33,200	93%	\$30,987	7%	\$2,213		
3	Stormwater Protection Plan	1	LS	\$16,600.00	\$16,600	93%	\$15,493	7%	\$1,107		
4	Dust Abatement/PM 10 Plan	1	LS	\$16,600.00	\$16,600	93%	\$15,493	7%	\$1,107		
5	Clearing & Grubbing	1	LS	\$16,600.00	\$16,600	93%	\$15,493	7%	\$1,107		
General Construction Items (non-decorative only)											
6	Remove/Dispose AC Berm	80	SF	\$4.00	\$320	100%	\$320				
7	Roadway/Sidewalk Excavation	107	CY	\$55.00	\$5,885	35%	\$2,060	65%	\$3,825		
8	Hot Mix Asphalt	59	TON	\$120.00	\$7,080			100%	\$7,080		
9	Class II Aggregate Base	61	CY	\$65.00	\$3,965			100%	\$3,965		
10	Minor Concrete (Curb & Gutter)	1170	LF	\$22.00	\$25,740	100%	\$25,740				
11	Minor Concrete (Sidewalk)	6984	SF	\$14.00	\$97,776	100%	\$97,776				
12	Minor Concrete (Curb Ramp)	5	EA	\$4,950.00	\$24,750	100%	\$24,750				
13	Minor Concrete (Driveway)	952	SF	\$15.00	\$14,280	100%	\$14,280				
14	Minor Concrete (Cross Gutter)	1700	SF	\$22.00	\$37,400	100%	\$37,400				
15	Relocate Mailbox	4	EA	\$330.00	\$1,320	100%	\$1,320				
16	Thermoplastic Crosswalk and Markings	300	SF	\$6.00	\$1,800	100%	\$1,800				
17	Remove and/or Relocate Fire Hydrant Bollard	2	EA	\$220.00	\$440	100%	\$440				
18	Remove and Dispose Concrete	20	SF	\$6.00	\$120	100%	\$120				
19	Remove Tree	5	EA	\$440.00	\$2,200	100%	\$2,200				
Subtotal of Construction Items:					\$350,376		\$327,020		\$23,356		
Construction Item Contingencies (% of Construction Items):					10.00%		\$35,038		\$3,336		
Total (Construction Items & Contingencies) cost:					\$385,414		\$359,722		\$25,692		

## Project Delivery Costs:

Type of Project Cost	Cost \$	SB821 Eligible Costs	Non-participating Costs
<b>Preliminary Engineering (PE)</b>			
Environmental Studies and Permits (PA&ED)	\$	\$71,951	\$5,139
Plans, Specifications and Estimates (PS&E)	\$	\$26,348	\$1,882
<b>Total PE:</b>	\$ 104,320	\$98,299	\$7,021
<b>Right of Way (RW)</b>			
Right of Way Engineering	\$	\$9,333	\$667
Acquisitions and Utilities	\$	\$9,333	\$667
<b>Total RW:</b>	\$ 10,000		
<b>Construction Engineering (CE)</b>			
Construction Engineering (CE)	\$	\$35,980	\$2,570
<b>Total Project Delivery:</b>	\$153,870	\$143,613	\$10,257
<b>Total Construction Costs:</b>	\$423,964	\$395,702	\$28,261
<b>Total Project Cost:</b>	\$539,300	\$503,350	\$35,950

## Documentation of Ineligible (Non-Participating) Costs:

Item Number(s)	Description of Engineer's Logic (See examples shown in the Instructions)

# PROJECT LOCATION MAP EXHIBIT A

## CARVER TRACT SIDEWALK SAFETY IMPROVEMENT PROJECT CORREGIDOR AVENUE, LINGAYEN AVE, & LUZON ST INDIO AREA

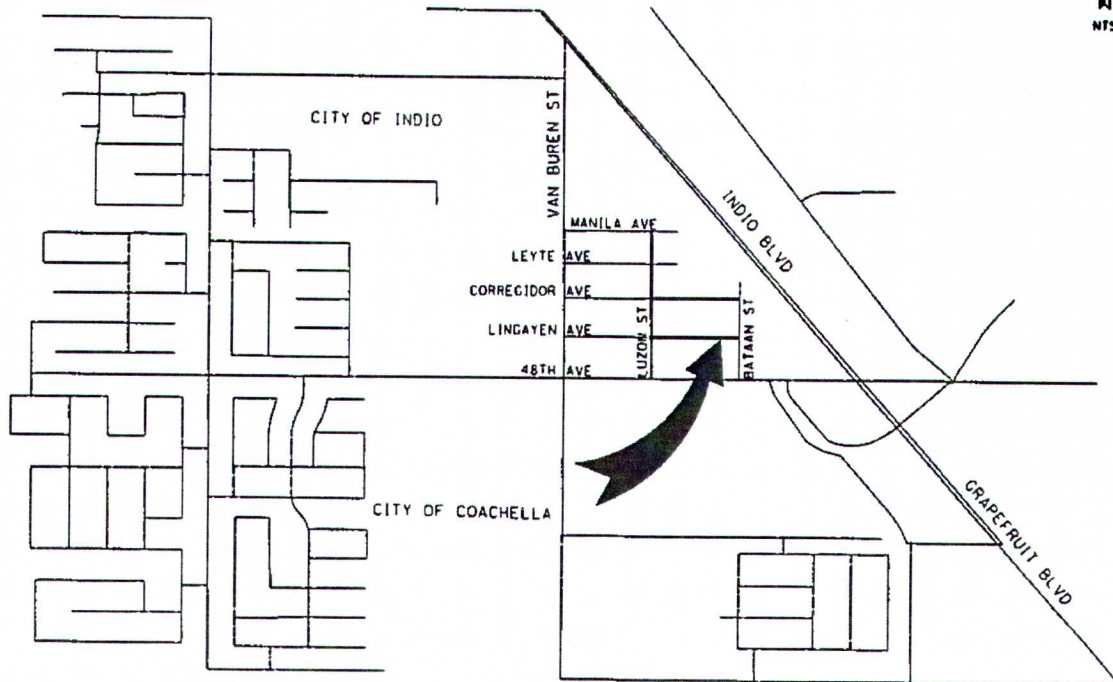
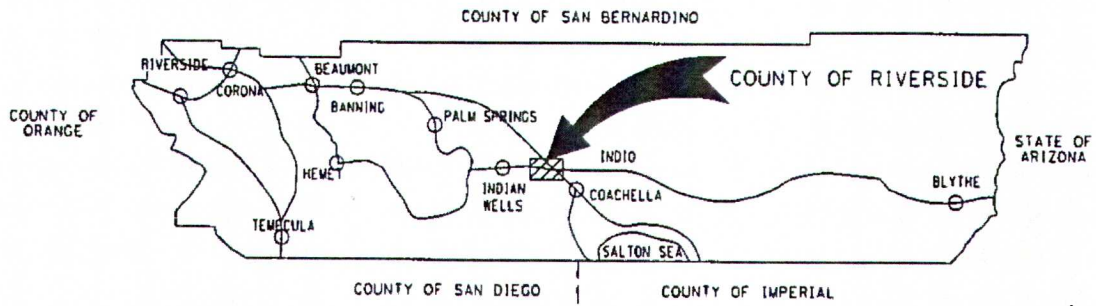
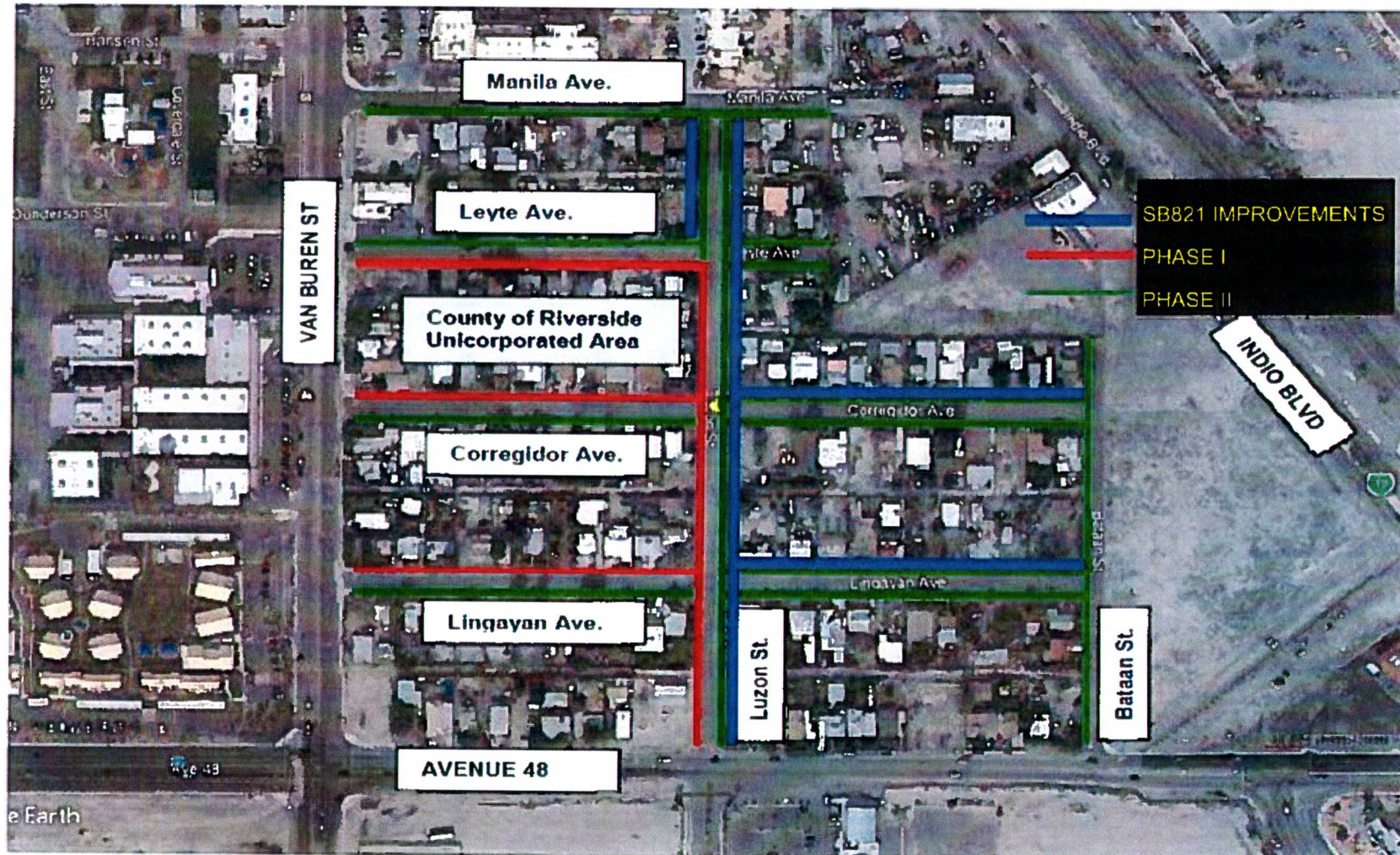


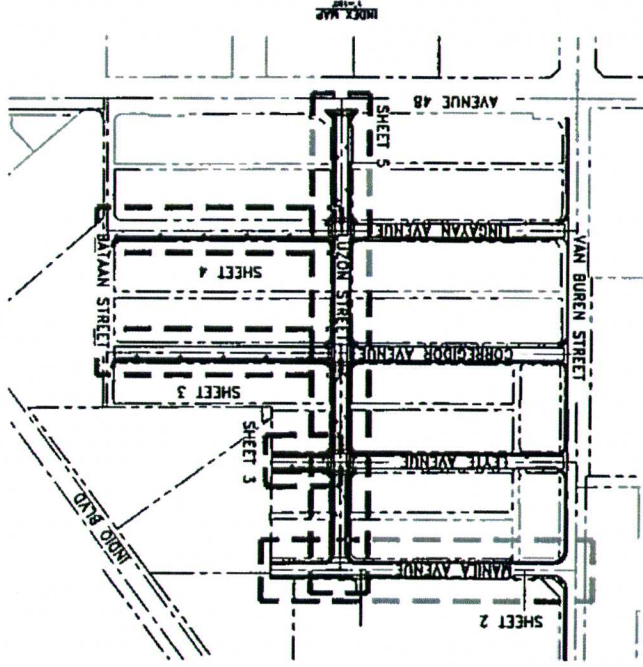
EXHIBIT B - PROPOSED SB 821 IMPROVEMENTS - CARVER TRACT



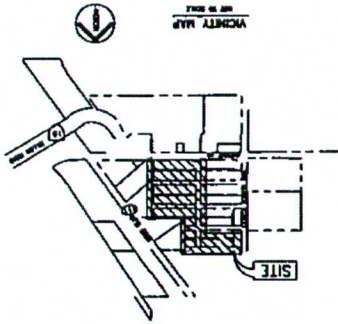
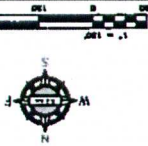
**EXHIBIT E - CARVER TRACT PRELIMINARY  
IMPROVEMENT PLANS**

**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
CARVER TRACT PHASE II  
SB 821**

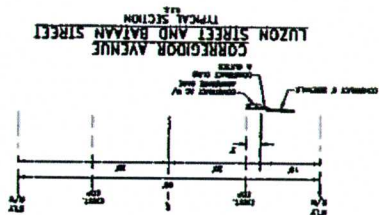
- SHEET NOTES:**
1. NEW 8" CONCRETE SIDEWALK PER COUNTY STANDARD 401.
  2. NEW CONCRETE ADA COMPLIANT WALKWAY PER COUNTY STANDARD 407.
  3. RECONSTRUCT CONCRETE DRIVEWAY PER COUNTY STANDARD 307.
  4. NEW CONCRETE CURB AND GUTTER PER COUNTY STANDARD 300.
  5. JOIN EXISTING SIDEWALK, BEEN AND DED CONSTRUCTION.
  6. REMOVE AND REGRADE OF EXISTING CONCRETE.
  7. REMOVE AND REGRADE OF EXISTING AC DRIVE.
  8. RELOCATE EXISTING SIGNAGE.
  9. RELOCATE EXISTING FENCE.
  10. RELOCATE EXISTING POWER POLE.
  11. RELOCATE/ADJUST TO GROUND EXISTING WATER WITHIN.
  12. RELOCATE AND RECONSTRUCT BLOCK WALL.
  13. RELOCATE EXISTING MISCELLANEOUS UTILITY.
  14. NEW CONCRETE STRENGTH/RE-STRENGTH.
  15. REPLACE WALKWAY WITH NEW POST.
  16. CONSTRUCT CROSS GUTTER PER COUNTY STD. 308.
  17. REMOVE AND/OR RELOCATE THE MISCELLANEOUS UTILITY.
  18. RECONSTRUCT CATCH BASIN TOP SURFACE PAVEMENT.
  19. REMOVE EXISTING TREE.
  20. REMOVE POLE SIGNAGE.
  21. RELOCATE EXISTING BLUE OFF VALVE.
  22. CONSTRUCT CURB WALK CATCH BASIN PER RIVERSIDE COUNTY STD. PLAN 300.
- GENERAL NOTES:**
1. ALTHOUGH HOLDING JURISDICTION IS THE COUNTY OF RIVERSIDE, THE JURISDICTION OF THE COUNTY OF CALIFORNIA STANDARDS AND REQUIREMENTS.
  2. NEW CONCRETE DRIVEWAYS TO EXIST TO EXISTING RIGHT OF WAY.
  3. RELOCATE EXISTING SIGNAGE AND AND UTILITY AS APPLICABLE.
  4. NEW SIGNAGE STRUCTURES TO BE WITHIN EXISTING RIGHT OF WAY.
- LEGEND:**
- EXISTING DRIVEWAY
  - EXISTING RIGHT-OF-WAY
  - EXISTING DRIVE & GUTTER
  - EXISTING DRIVE OF PAVEMENT
  - PROPOSED DRIVE & GUTTER
  - PROPOSED AC PAVEMENT



DATE: 11/11/2011	BY: [Signature]	CHECKED: [Signature]	APPROVED: [Signature]
PROJECT: SB 821	DATE: 11/11/2011	PROJECT: SB 821	DATE: 11/11/2011
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PRELIMINARY



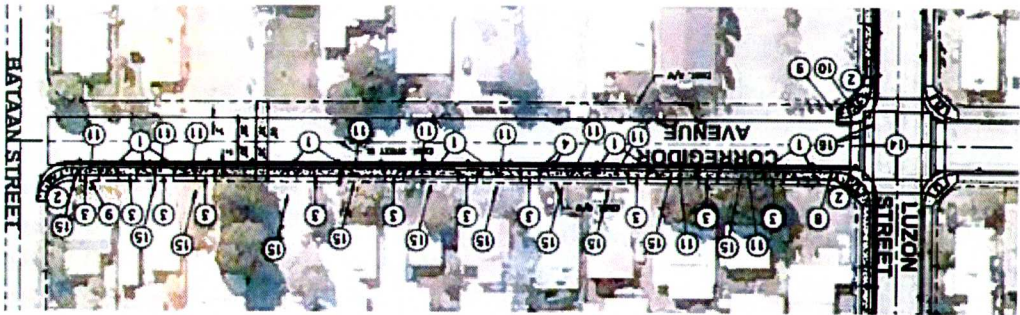
**SHEET NOTES:**

1. NEW & CONCRETE SPECIAL PER COUNTY STANDARD 401
2. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401
3. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401
4. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401
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17. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401
18. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401
19. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401
20. NEW CONCRETE ADA CLIMB RAMP AT INTERSECTION PER COUNTY STANDARD 401

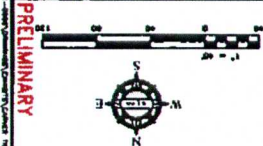
**GENERAL NOTES:**

1. ALL EXISTING UTILITIES ARE THE PROPERTY OF THE COUNTY OF RIVERSIDE.
2. NEW CONCRETE DRIVEWAYS TO EXISTING TO EXISTING STOWARDS AND REVERSEMENTS.
3. NEW CONCRETE DRIVEWAYS TO EXISTING TO EXISTING STOWARDS AND REVERSEMENTS.
4. NEW CONCRETE DRIVEWAYS TO EXISTING TO EXISTING STOWARDS AND REVERSEMENTS.
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19. NEW CONCRETE DRIVEWAYS TO EXISTING TO EXISTING STOWARDS AND REVERSEMENTS.
20. NEW CONCRETE DRIVEWAYS TO EXISTING TO EXISTING STOWARDS AND REVERSEMENTS.

- LEGEND:**
- PROPOSED AC PAVEMENT
  - PROPOSED CLIMB & RAMP
  - EXISTING CLIMB & RAMP
  - EXISTING CLIMB & RAMP
  - EXISTING CLIMB & RAMP
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  - EXISTING CLIMB & RAMP



DATE: 10/1/2011	BY: J. L. RIVERA	CHECKED: J. L. RIVERA	APPROVED: J. L. RIVERA
PROJECT: CARVER TRACT PHASE II	LOCATION: COUNTY OF RIVERSIDE CA 92521 EXHIBIT	SCALE: 1" = 40'	DATE: 10/1/2011

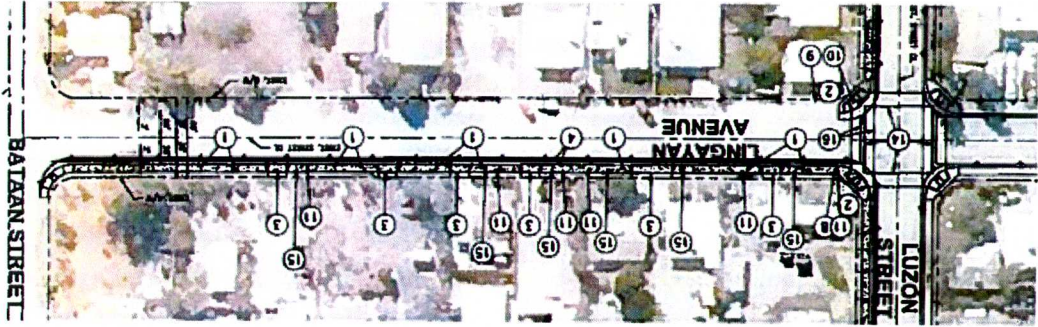
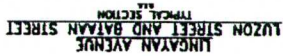


PRELIMINARY

CARVER TRACT PHASE II  
COUNTY OF RIVERSIDE, CA SB421 EXHIBIT

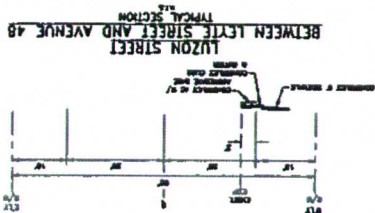


ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 11/11/01 BY 60322 UCBAW/ML/4

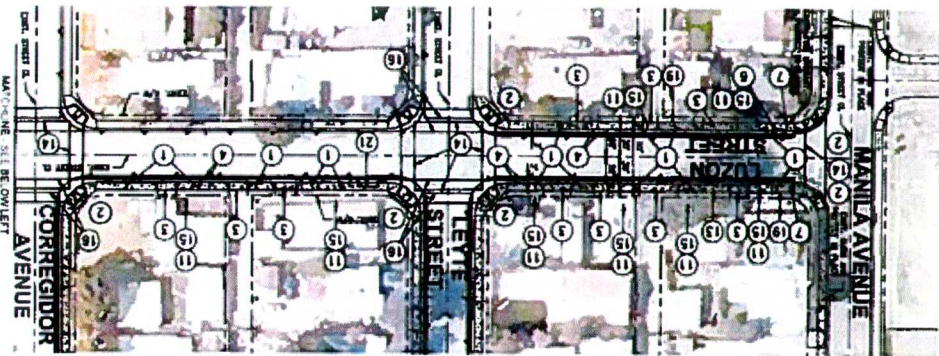


- SECRET DOWNS: \_\_\_\_\_  
 1. AREA OF CONCRETE REINFORCE NEW COUNTY STAMPAW 401  
 2. AREA OF CONCRETE FOR CLAMP MARK AT INTERSECTION FOR COUNTY STAMPAW 207.  
 3. RECONSTRUCT CONCRETE REINFORCEMENT BRACKET FOR COUNTY STAMPAW 401.  
 4. NEW CONCRETE CLAMP AND OUTLET FOR COUNTY STAMPAW 200.  
 5. JOHN DEDMAN SPECIAL, SEAM AND END CONSTRUCTION.  
 6. REINFORCE EXISTING BRACKET.  
 7. REINFORCE EXISTING FLOOR.  
 8. REINFORCE EXISTING FLOOR WALK.  
 9. REINFORCE/GRABST TO BRACE EXISTING WATER PETER.  
 10. NEW CONCRETE STAMPAW/END STAMPAW.  
 11. REINFORCE WALLS WITH NEW POST.  
 12. CONSTRUCTION CROSS OUTLET FOR COUNTY STA. 200.
- GENERAL NOTES:
1. ALTHOUGH MOBILE JUNCTION IS THE COUNTY OF OKLAHOMA, THE COUNTY OF OKLAHOMA SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE BRACKET AND CLAMP MARK AT INTERSECTION FOR COUNTY STAMPAW 401.  
 2. NEW CONCRETE BRACKET TO EXTEND TO EXISTING STAMPAW AND REINFORCEMENT.  
 3. NEW CONCRETE BRACKET TO EXTEND TO EXISTING STAMPAW AND REINFORCEMENT.  
 4. NEW CONCRETE BRACKET TO BE WITHIN EXISTING RIGHT OF WAY.  
 5. PROPOSED CLAMP & OUTLET  
 6. EXISTING CLAMP & OUTLET  
 7. EXISTING CLAMP & OUTLET  
 8. EXISTING CLAMP & OUTLET  
 9. EXISTING CLAMP & OUTLET  
 10. EXISTING CLAMP & OUTLET  
 11. EXISTING CLAMP & OUTLET  
 12. EXISTING CLAMP & OUTLET

CARVER TRACT PHASE II  
COUNTY OF RIVERSIDE, CA SB821 EXHIBIT



- 1 NEW OR CONCRETE SIDEWALK PER COUNTY STANDARD 401
- 2 NEW CONCRETE FOR CURB MARK AT INTERSECTION PER COUNTY STANDARD 401
- 3 RECONSTRUCT CONCRETE SIDEWALK DISKRETY PER COUNTY STANDARD 401
- 4 NEW CONCRETE CURB AND CURTIN PER COUNTY STANDARD 200
- 5 REMOVE AND DEPOSE OF EXISTING CONCRETE
- 6 REMOVE AND DEPOSE OF EXISTING AC BASE
- 7 RELOCATE EXISTING SMOKE
- 8 RELOCATE/ADJUST TO SAVE EXISTING WATER METER
- 9 NEW POSSIBLE STRAW/RE-STRAW
- 10 REPLACE MARKET WITH NEW POST
- 11 EXISTING CROSS CUTTER PER COUNTY STD. 200
- 12 REMOVE EXISTING TREE
- 13 STD. PLANT 200
- 14 EXISTING CURB AND WLT CURB BASH PER INDIAN COUNTY



**EXHIBIT C – PROJECT PHOTOS**  
**Carver Tract – Luzon Street, Lingayan Avenue & Corregidor Street**

**Intersection of Luzon Street and Avenue 48**



**Luzon Street Facing South toward Avenue 48**



**EXHIBIT C – PROJECT PHOTOS**  
**Carver Tract – Luzon Street, Lingayan Avenue & Corregidor Street**

**Luzon Street between Corregidor Avenue and Lingayan Avenue**



**Luzon Street Facing North Towards Manila Avenue**

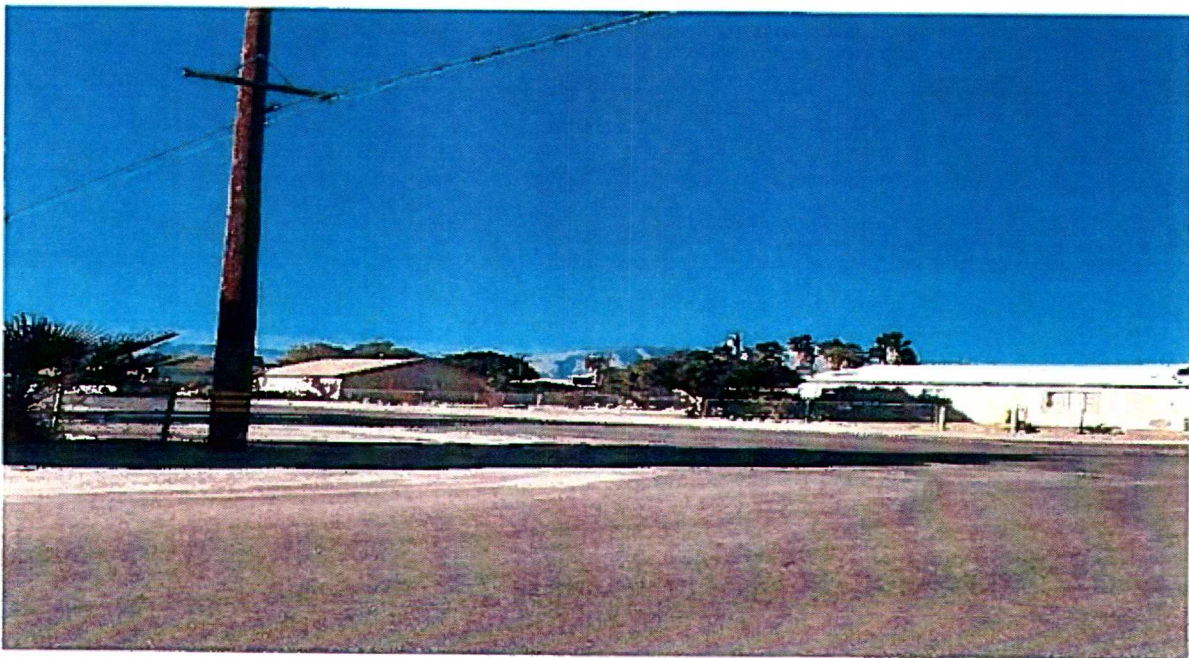


**EXHIBIT C – PROJECT PHOTOS**  
**Carver Tract – Luzon Street, Lingayan Avenue & Corregidor Street**

**Lingayan Avenue Facing West towards Luzon Street**



**Intersection of Lingayan Avenue and Luzon Street**



**EXHIBIT C – PROJECT PHOTOS**  
**Carver Tract – Luzon Street, Lingayan Avenue & Corregidor Street**

**Lingayan Avenue Facing East towards Bataan Street**



**Corregidor Avenue Facing West Towards Luzon Street**



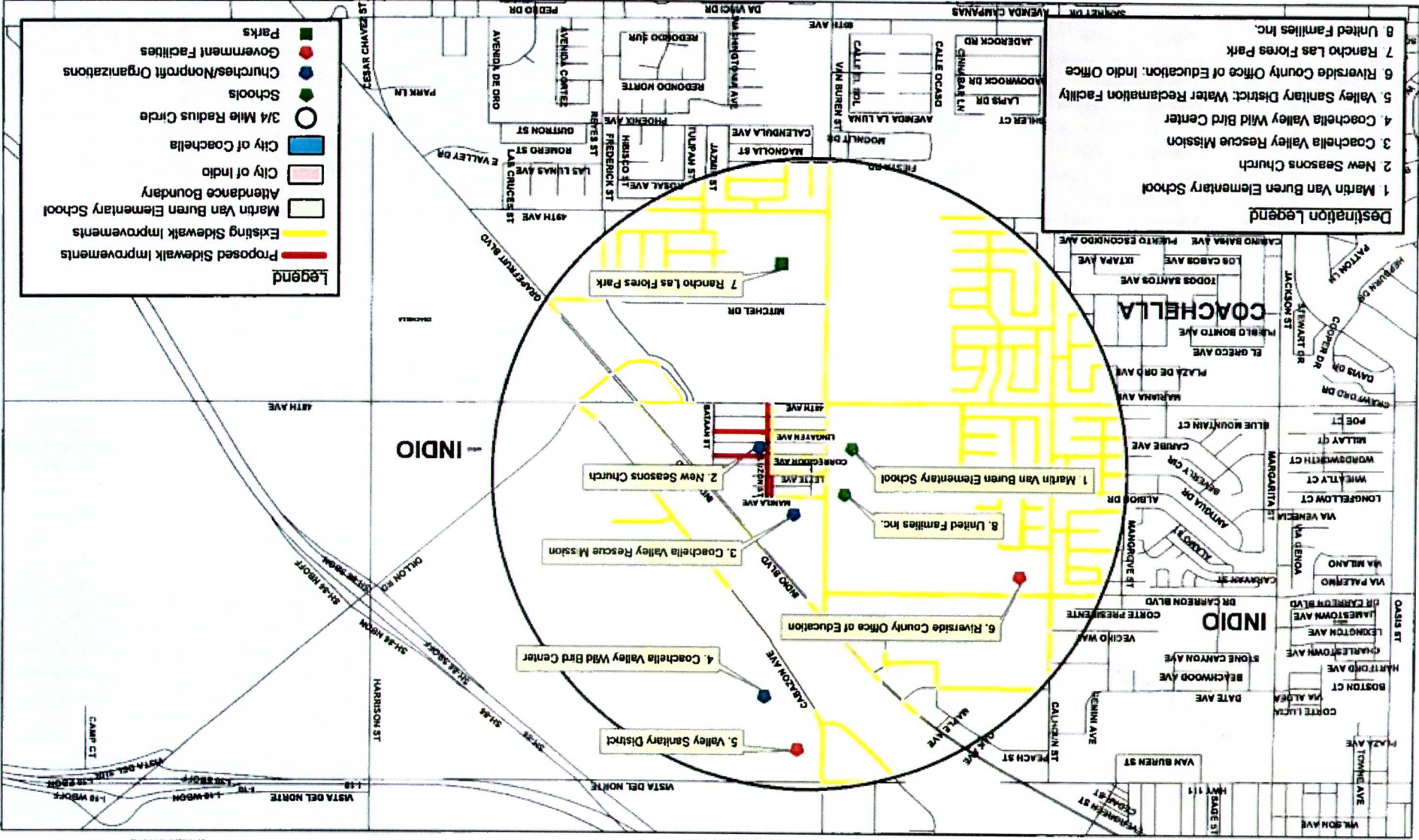
**EXHIBIT C – PROJECT PHOTOS**

**Carver Tract – Luzon Street, Lingayan Avenue & Corregidor Street**

**Corregidor Avenue Facing West Towards Luzon Street**



# COMMUNITY CHARACTERISTICS EXHIBIT D



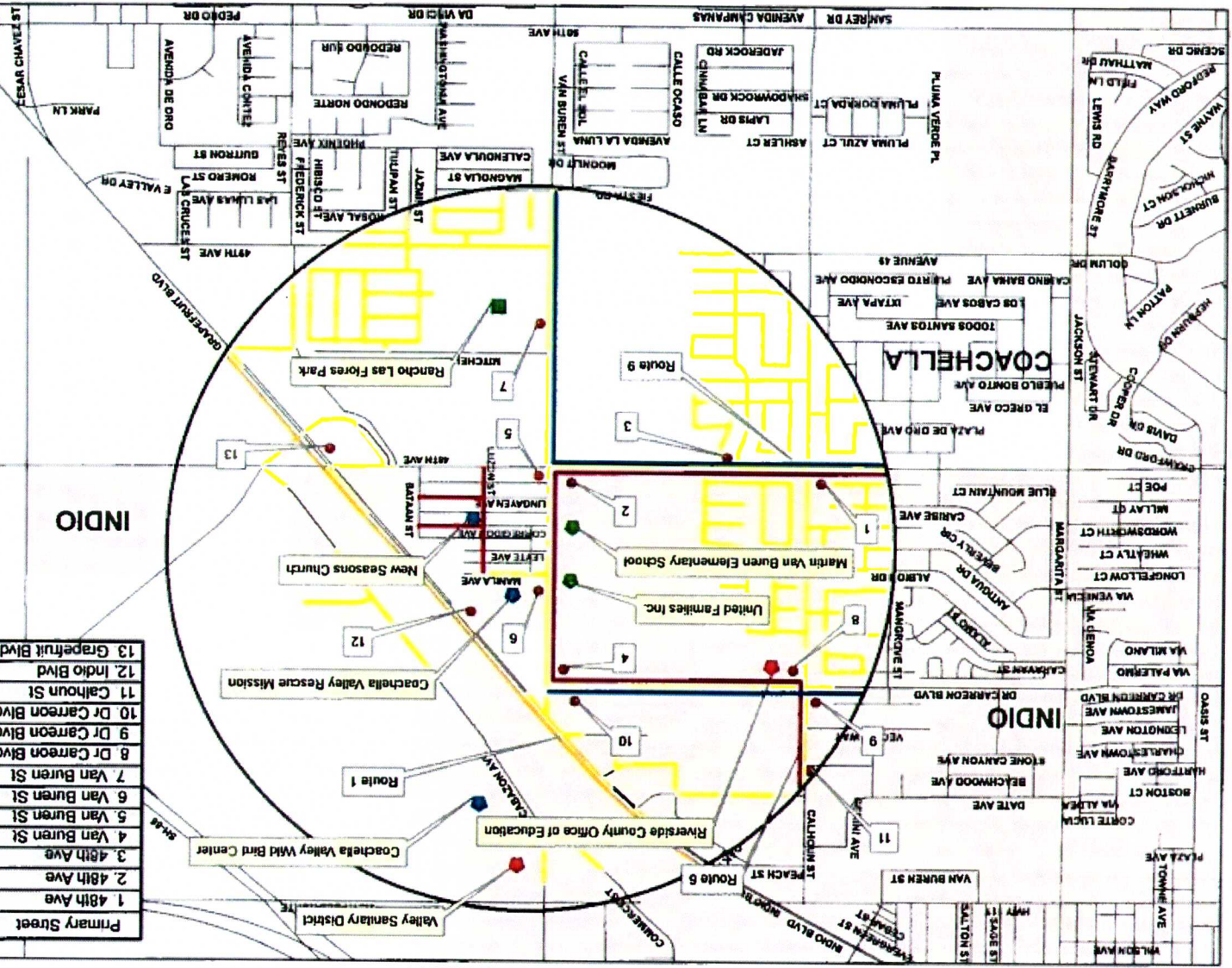
This map was prepared by the Coachella Valley Water District for the purpose of providing information to the public. It is not intended to be used for any other purpose. The District is not responsible for any errors or omissions on this map. The District is not responsible for any damages or losses resulting from the use of this map. The District is not responsible for any claims or liabilities resulting from the use of this map. The District is not responsible for any claims or liabilities resulting from the use of this map.

# MULTIMODAL ACCESS EXHIBIT F

Route	Direction	Primary Street
1	Westbound, west of Calhoun St	1 48th Ave
6	Westbound, west of Calhoun St	2 48th Ave
9	Westbound, west of Van Buren St	3 48th Ave
6	Southbound, east of Chaparral St	4 Van Buren St
9	Northbound, north of Dr Carreon Blvd	5 Van Buren St
9	Northbound, north of 48th Ave	6 Van Buren St
9	Northbound, north of Manilla Ave	7 Van Buren St
9	Northbound, at Rancho Las Flores	8 Dr Carreon Blvd
6	Eastbound, east of Calhoun St	9 Dr Carreon Blvd
9	Westbound, west of Calhoun St	10 Dr Carreon Blvd
6	Southbound, north of Van Buren St	11 Calhoun St
6	Southbound, north of Capncom Ave	12 Indio Blvd
1	Southbound, south of Temple	13 Grapefruit Blvd

**Legend**

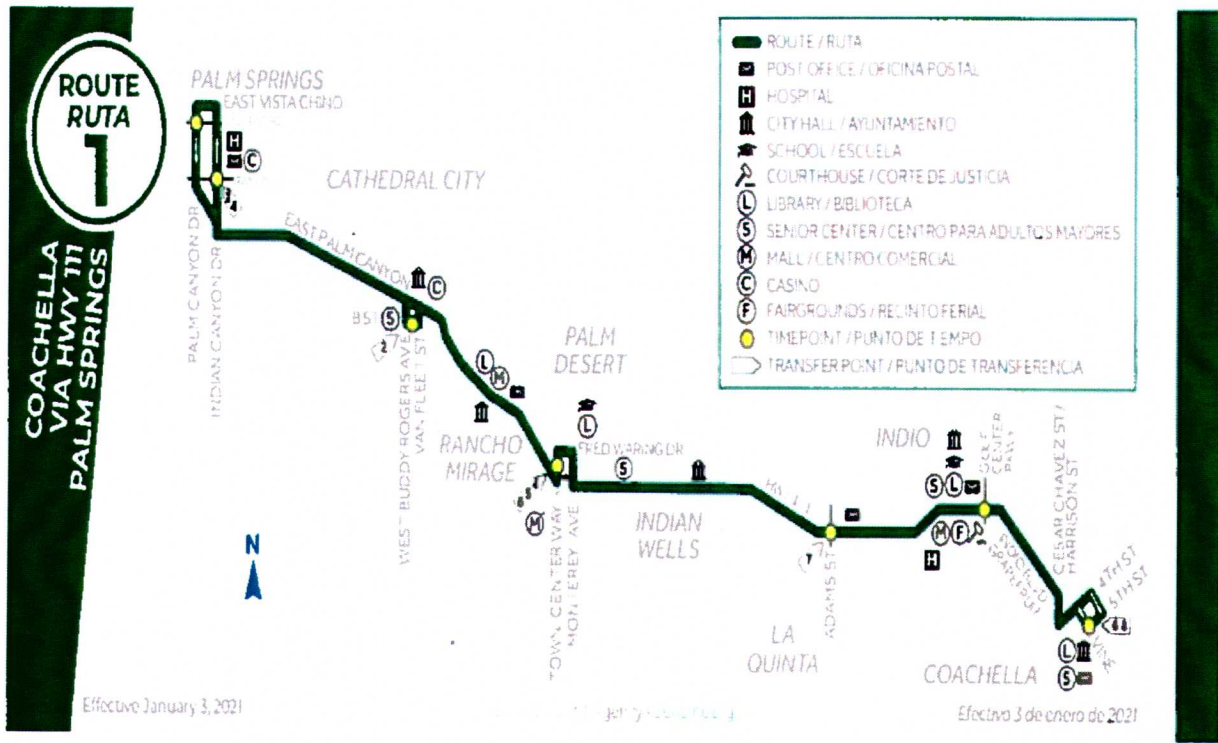
- Proposed Sidewalk Improvements
- Existing Sidewalk Improvements
- Sunline Transit Agency
- Sunline Transit Agency
- Sunline Transit Agency
- Route 1
- Martin Van Buren Elementary School
- Attendance Boundary
- City of Indio
- City of Coachella
- 3/4 Mile Radius Circle
- Bus Stops
- Schools
- Churches/Nonprofit Organizations
- Government Facilities
- Parks



The County of Riverside maintains no records of water infrastructure. The County of Riverside maintains no records of water infrastructure. The County of Riverside maintains no records of water infrastructure.

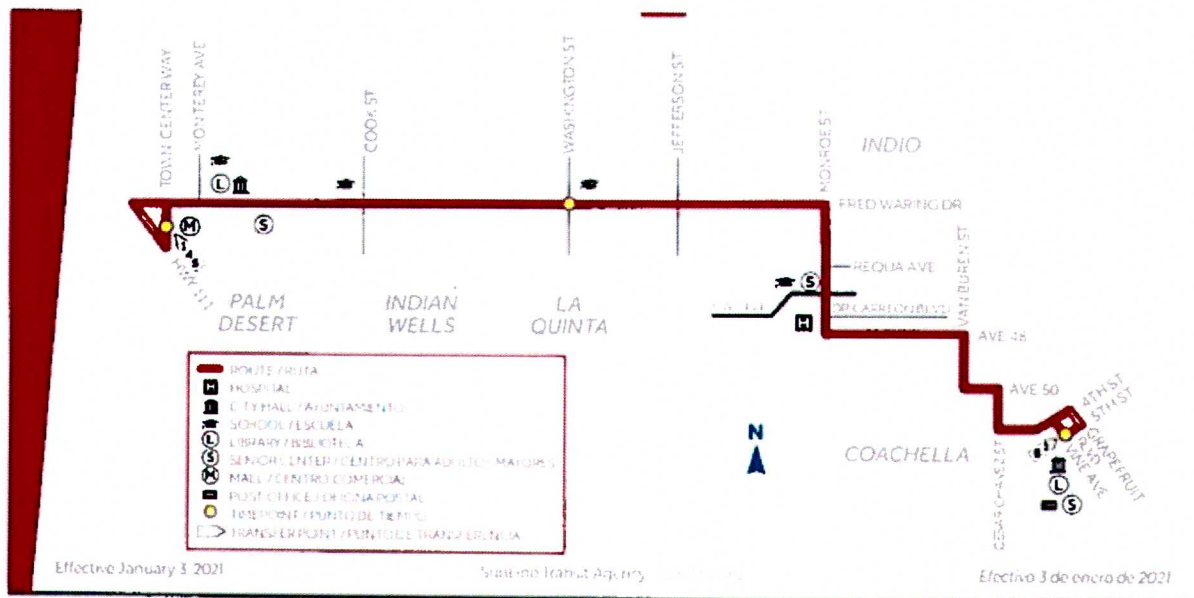
# EXHIBIT G – BUS ROUTES

## ROUTE 1 MAP



# EXHIBIT G – BUS ROUTES

## ROUTE 6 MAP



### ROUTE 8 MAP

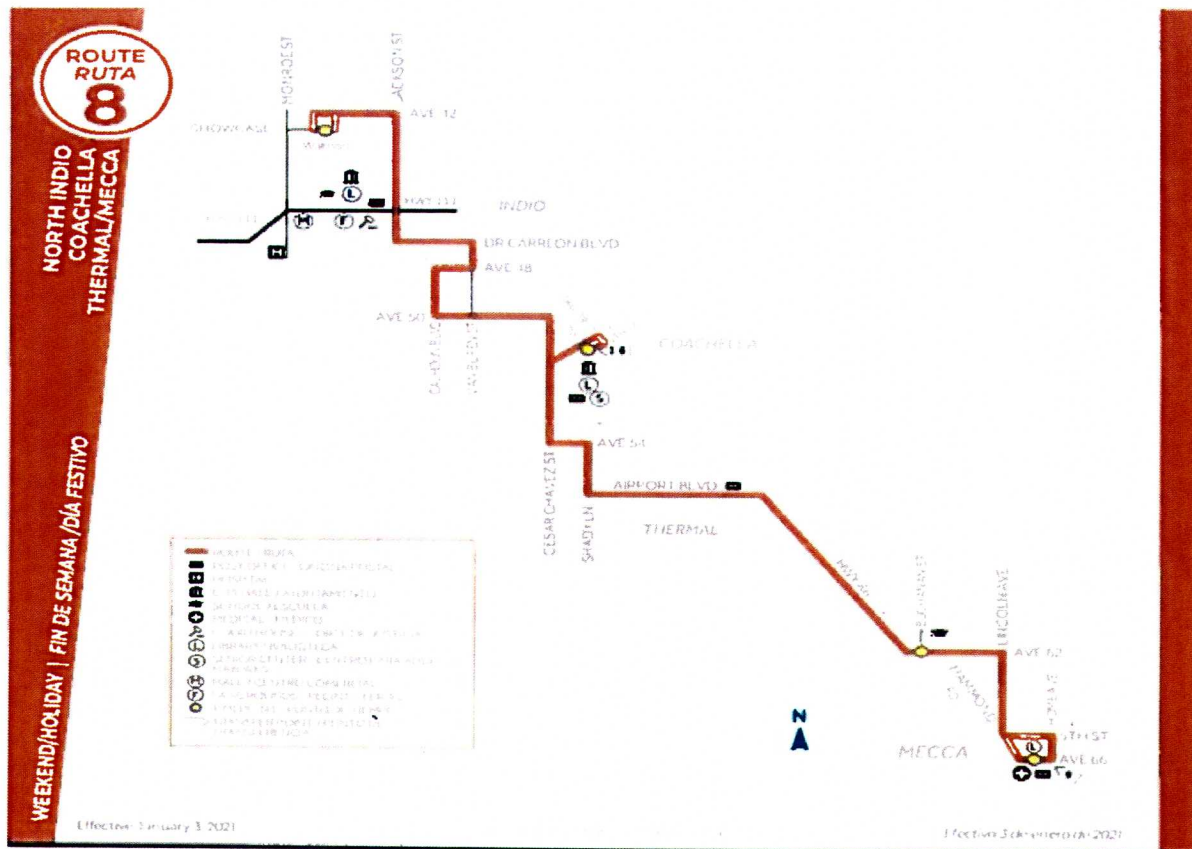


Exhibit H  
Community Heat Map – Carver Tract

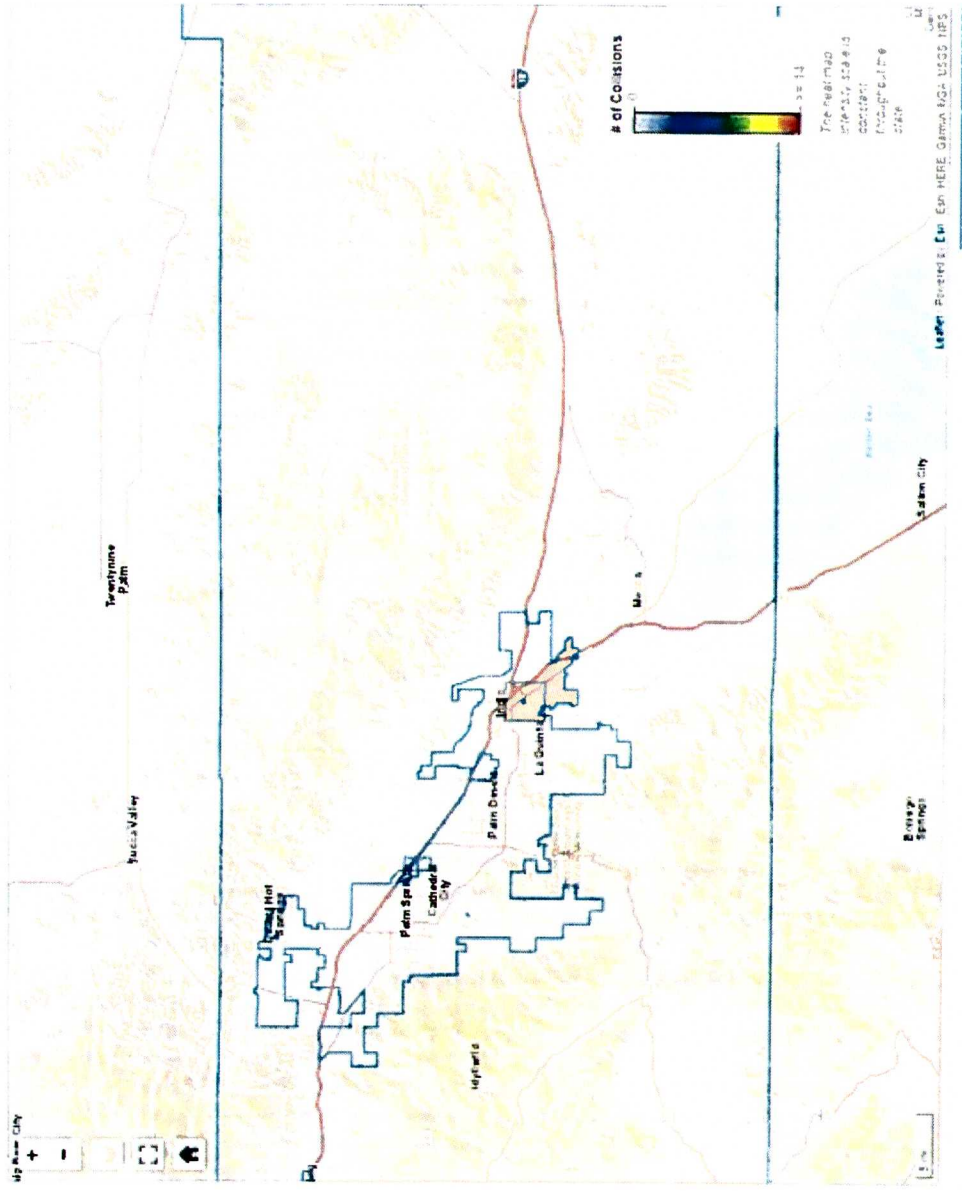
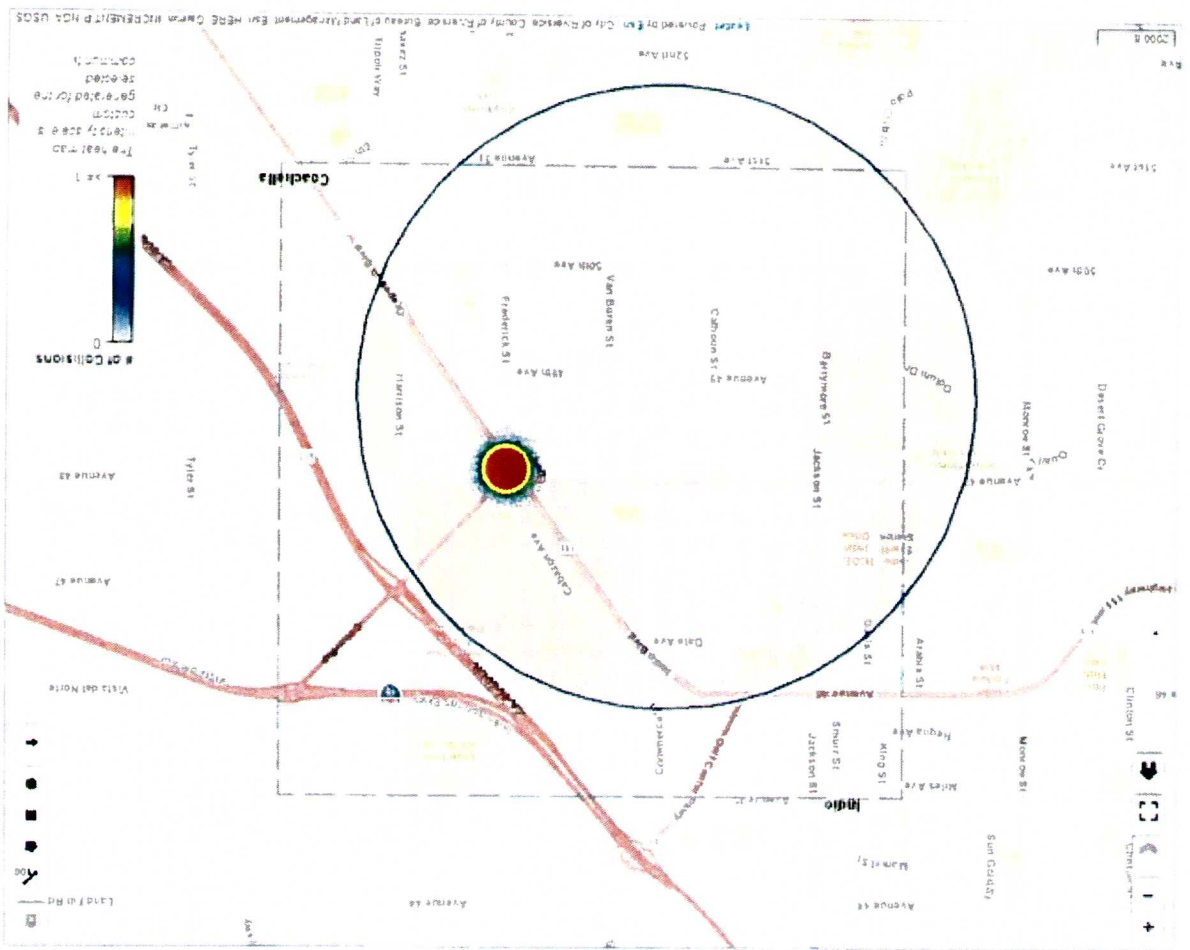
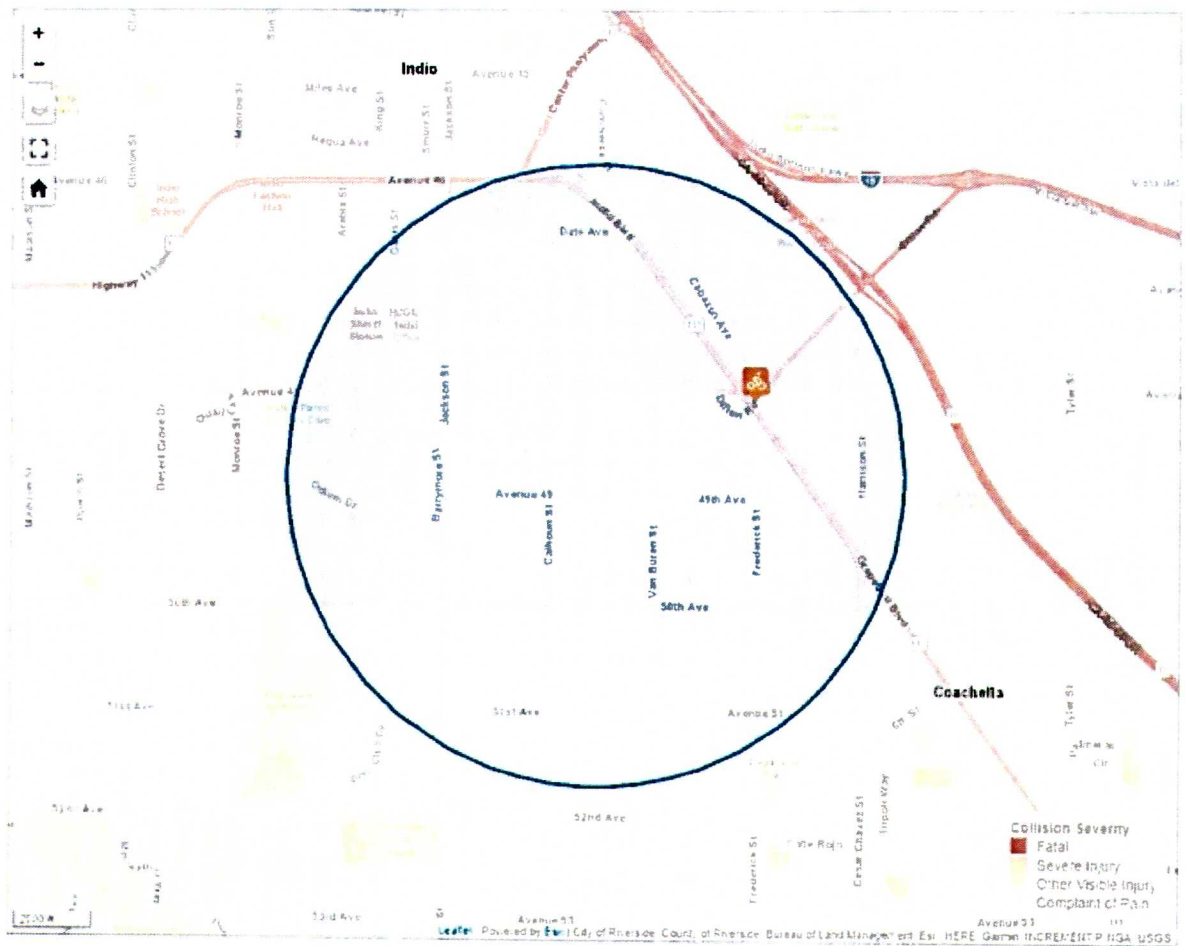


Exhibit H  
Community Heat Map – Carver Tract



**Exhibit H**  
**Community Heat Map – Carver Tract**



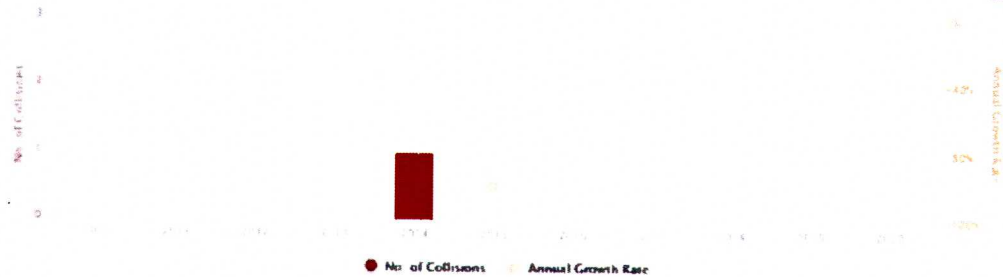
**ATP Tool Summaries:**

- Summary Results: high-level summaries for pedestrians and bicyclists on a year-by-year basis.

**Summary Results**

Involved With	Fatal	Severe Injury	Visible Injury	Complaint of Pain	Total
Bicycle	0	1	0	0	1
Pedestrian	0	0	0	0	0

**Bicycle Collisions Annual Growth (N/A)**



## 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. To handle tiebreakers, RCTC will use, in terms of priority, the safety question first then construction readiness.
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. Claims need to include: the claim form, copies of paid invoices, a copy of the Notice of Completion (NOC), 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 as presented in the application.
  6. An agency will have thirty-six (36) months from the time of the allocation to complete the project. There will be no time extensions granted unless the reason for the delay can be demonstrated. 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.

13. For each Call for Projects, a city is eligible to submit up to three (3) applications, and the County of Riverside is eligible to submit up to two (2) applications per Supervisorial District.
14. Each application is limited to a maximum request of 10% of the current Call for Projects programming capacity.
15. Total award to one jurisdiction is limited to 20% of current Call for Project's programming capacity.
16. Awarded agencies can commence reimbursable project activities on July 1 of the Call for Project fiscal year cycle. E.g.: for FY 21/22 Call for Projects, reimbursable work starts on July 1, 2021.
17. Awarded agencies have until October 1 of the Call for Project fiscal year cycle to execute the Memorandum of Understanding (MOU) with RCTC. E.g.: for FY 21/22 Call for Projects, MOUs must be executed by October 1, 2021.

### ATTACHMENT 3

#### TDA ARTICLE 3 BICYCLE AND PEDESTRIAN FACILITIES NON-TRANSIT CLAIM FORM

CLAIMANT: \_\_\_\_\_ COUNTY: Riverside

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

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

PROJECT NAME: \_\_\_\_\_

PROJECT AWARDED IN FY: \_\_\_\_\_

START DATE (Mo/Yr): \_\_\_\_\_

COMPLETED DATE (Mo/Yr): \_\_\_\_\_

#### TDA ARTICLE 3 REVENUES AND EXPENSES OF CLAIMANT:

Total Project Cost \$ \_\_\_\_\_ ( 100 % )

Local Match Spent: \$ \_\_\_\_\_ ( % )

SB 821 Funds Spent: \$ \_\_\_\_\_ ( % )

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

Administration \$ \_\_\_\_\_

PA/ED \$ \_\_\_\_\_

PS&E \$ \_\_\_\_\_

Right-of-Way \$ \_\_\_\_\_

Construction \$ \_\_\_\_\_

Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_

Other (specify): \_\_\_\_\_ \$ \_\_\_\_\_

#### Supporting Document Checklist:

- ☐ Notice of Completion
- ☐ Before and After pictures of project site
- ☐ Paid Invoices

**ASSURANCE OF MAINTENANCE**  
**SB 821 SIDEWALK/BIKEWAY FACILITIES**

WHEREAS, THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION HAS  
ALLOCATED \$ \_\_\_\_\_ TO THE CITY/COUNTY OF \_\_\_\_\_  
FOR THE IMPROVEMENT OF THE \_\_\_\_\_  
SIDEWALK/BIKEWAY PROJECT; 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 PEDESTRIANS/BICYCLISTS;

THEREFORE, THE CITY/COUNTY OF \_\_\_\_\_ ASSURES  
THAT THIS FACILITY WILL BE MAINTAINED AT ADEQUATE OPERATING STANDARDS.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_