

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

(Transportation Development Act Article 3; Senate Bill 821)

This Funding Agreement ("AGREEMENT") is entered into as of _____, 2019 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the City 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 Bonita Avenue Sidewalk Improvements project ("PROJECT").
- E. Funding for the PROJECT shall be provided pursuant to the terms contained in this AGREEMENT and pursuant to applicable PROGRAM policies adopted by RCTC, which are attached hereto and incorporated herein as Attachment 2.

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

- 1. Incorporation of Recitals. The Parties acknowledge and agree that the above recitals are true and correct, and hereby incorporate those recitals by this reference into the AGREEMENT.
- 2. RCTC Funding Amount. RCTC hereby agrees to distribute to the RECIPIENT, on the terms and conditions set forth herein, a sum not to exceed Two Hundred and Ten Thousand Dollars (\$210,000), to be used exclusively for reimbursing the RECIPIENT for eligible expenses as described herein ("FUNDING AMOUNT"). RECIPIENT acknowledges and agrees that the

FUNDING AMOUNT may be less than the actual and final cost of the PROJECT, which final costs are the sole responsibility of RECIPIENT, and RCTC will not contribute PROGRAM funds in excess of the maximum authorized in this Section 2 unless otherwise mutually agreed to in writing by the PARTIES. In the event the FUNDING AMOUNT is not fully utilized by RECIPIENT for the PROJECT, the unused FUNDING AMOUNT must be returned to RCTC within ninety (90) 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 Two Hundred and Ten Thousand Dollars (\$210,000) of funding toward the SCOPE OF WORK, as indicated in RECIPIENT'S application attached as Attachment 1 and submitted to RCTC in response to its CALL FOR PROJECTS. RECIPIENT costs related to (i) preparation and administration costs related to invoices, billings and payments; (ii) any RECIPIENT fees attributed to the processing of the SCOPE OF WORK; and (iii) expenses for items not included within the attached SCOPE OF WORK shall be borne solely by the RECIPIENT and shall not qualify towards RECIPIENT's local match requirement in this Section 3.
4. Term: The term of this AGREEMENT shall be from the date first herein above written until: (i) the date RCTC formally accepts the PROJECT as complete, pursuant to Section 2.2; (ii) termination of this AGREEMENT pursuant to Section 13; or (iii) RECIPIENT has fully satisfied its obligations under this AGREEMENT. All applicable indemnification and insurance provisions of this AGREEMENT shall remain in effect following the termination of this AGREEMENT.
5. Recipient Responsibilities. RECIPIENT shall be responsible for all aspects of the PROJECT, in compliance with all applicable state and federal laws, including: (i) development and approval of plans, specifications and engineer's estimate in accordance with all applicable laws, regulations and building codes; obtaining any necessary environmental clearances; right of way acquisition; and, obtaining all permits required by impacted agencies prior to commencement of the PROJECT; (ii) all aspects of procurement, contracting, and administration of the contracts and claims for the PROJECT; (iii) all

construction management of any construction activities undertaken in connection with the PROJECT, including surveying and materials testing; and, (iv) development of a budget for the PROJECT and SCOPE OF WORK prior to award of any contract for the PROJECT, taking into consideration available funding, including PROGRAM funds.

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

RCTC. RECIPIENT'S representative shall have the authority to act on behalf of RECIPIENT for all purposes under this AGREEMENT and shall coordinate all activities with RCTC concerning the SCOPE OF WORK under the RECIPIENT's responsibility. RECIPIENT shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the PROJECT.

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

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

14.2 Effect of Termination for Convenience. In the event that RECIPIENT terminates this AGREEMENT for convenience, RECIPIENT shall, within 180 days, repay to RCTC in full all PROGRAM funds provided to RECIPIENT under this AGREEMENT. In the event that RCTC terminates this AGREEMENT for convenience, RCTC shall, within 90 days, distribute to the RECIPIENT PROGRAM funds in an amount equal to the aggregate total of all unpaid invoices which have been received from RECIPIENT regarding the SCOPE OF WORK

for the PROJECT at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 2.6, including but not limited to conducting a review of the invoices and requesting additional information from RECIPIENT. This AGREEMENT shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 13.

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 13.4, 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 13.4.

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 13.5, 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 12 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:

Al Zelinka
City Manager
City of Riverside
3900 Main Street
Riverside, CA, 92522
Phone: (951) 826-5341

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

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

connection with any of the provisions of this AGREEMENT, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, witness fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled as determined by a court of law or appointed decider under alternative legal proceedings.

21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
22. Section Headings and Interpretation. The section headings contained herein are for convenience only and shall not affect in any way the interpretation of any of the provisions contained herein. The AGREEMENT shall not be interpreted as being drafted by any Party or its counsel.
23. No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions in this AGREEMENT shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power provided under applicable law.
24. Time of Essence. Time is of the essence for each and every provision of this AGREEMENT.
25. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, but all which together will constitute but one agreement. Facsimile copies of signatures shall be treated as originals.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE
TO
AGREEMENT NO. 19-62-117-00
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR FUNDING UNDER SB 821 BICYCLE AND PEDESTRIAN
FACILITIES PROGRAM**

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

RCTC

RECIPIENT

THE CITY OF RIVERSIDE

By: _____
Anne Mayer, Executive Director

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

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

By:  _____

Name: Ruthann M. Salera

Title: Deputy City Attorney

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: City of Riverside

Address: 3900 Main Street, Riverside, CA 92522

Contact Person: Farshid Mohammadi Title: Engineering Manager

Telephone #: 951-826-5515 Fax #: 951-826-2460

Email Address: fmohammadi@riversideca.gov

Project Name: Bonita Avenue Sidewalk Improvements

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

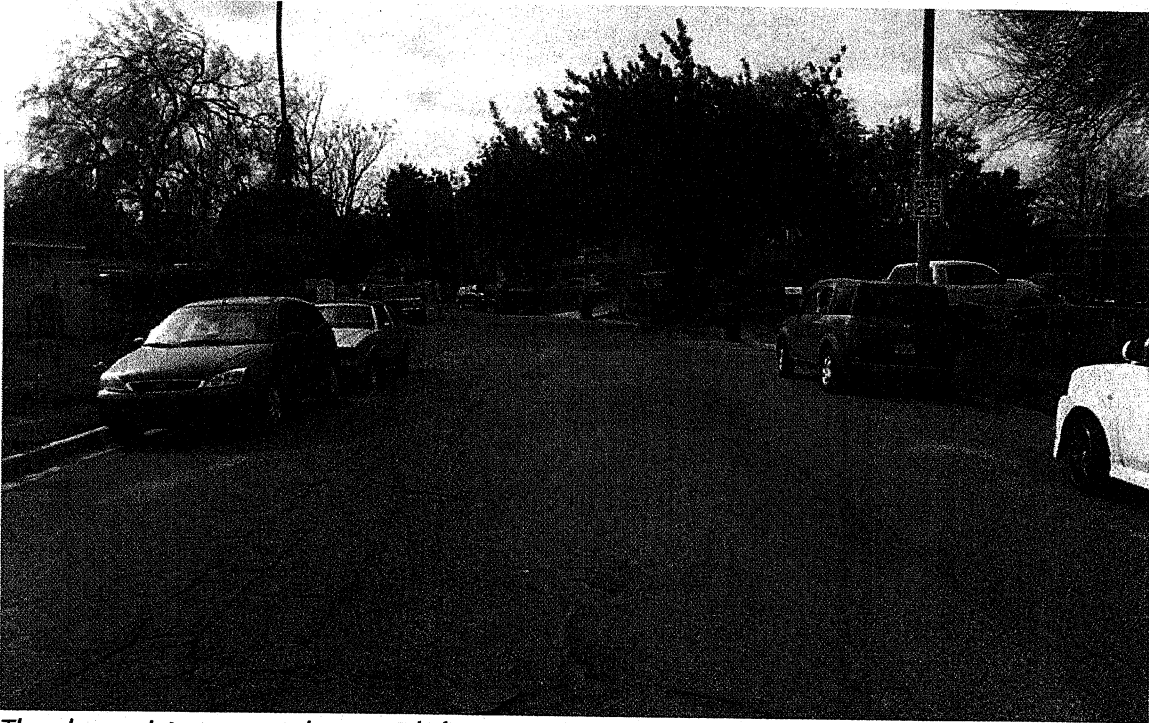
Describe the project in its entirety. Include the need, benefit, and location of the project. Photos of the existing site of the proposed project are encouraged.

*A map on 8½ x11 paper, indicating, at a minimum, the project location must be included.

The Bonita Avenue Sidewalk Improvements project proposes to construct new concrete sidewalks on one side of Bonita Avenue from Tyler Street to Pendleton Street in the La Sierra neighborhood of the City of Riverside (see Exhibit A). Bonita Avenue has existing concrete

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

curbs and gutters but is missing sidewalks. The project includes the reconstruction of residential driveways that do not meet current City and ADA (Americans with Disabilities Act) standards. The proposed project is necessary to provide a safe pedestrian walkway from this residential neighborhood to schools and key destinations such as parks and retail centers. Construction of the sidewalk will eliminate the need for pedestrians to walk in the street or parkway, and will improve their safety. Completing the sidewalk will also encourage active transportation and promote healthy living by allowing the local residents to safely walk to key destinations rather than drive, reducing vehicular traffic and congestion. Construction of the sidewalk will also provide connectivity to local RTA bus stops, encouraging residents to utilize public transportation. Key destinations served as well as bus stops are identified in the attached Exhibits B and C.



The above picture was taken on 3/1/2019 at about 2:30 PM showing Bonita Avenue (just to the south of Tyler Street) looking south. Note the presence of numerous curb side parked cars as well as assorted obstructions within parkway such as signs, mail boxes, light poles, trees, and cars parked in the driveways causing pedestrians to walk in the street.

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

IV. DESTINATIONS SERVED

List and describe the destinations served by the proposed project (e.g. employment center, school/college, retail center, downtown area, park or recreation facility, library, museum, government office, medical facilities). For pedestrian projects, destinations served must be within a ¼-mile or less radius of the proposed project. For bicycle projects, destinations served must be within a 2-mile or less radius of the proposed project.

* A map on 8½ x11 paper with numbered destinations served must be included.

The proposed project will provide residents with a safe and continuous walkway from their homes to key destinations in the City. As shown in Exhibit B, within ¼ of a mile from the project, major destinations served are:

- 1. Collett Elementary School – 630 students**
- 2. Myra Linn Elementary School – 526 students**
- 3. La Sierra High School – 1767 students**
- 4. Collett Park**
- 5. Myra Linn Park**
- 6. Challen Park**
- 7. Kaiser Permanente Riverside Medical Center**
- 8. Riverside County Government Offices – This is a large facility with main access off of Hole Avenue. The facility contains numerous buildings housing Riverside County Public Health, Department of Public Social Services, Department of Environmental Health, Riverside County Office of Education, and Riverside Juvenile Court**
- 9. United States Postal Service – At the north-east corner of Tyler St. and Hole Avenue**
- 10. Riverside Police Department (Magnolia Office)**
- 11. Galleria at Tyler – Premier shopping mall containing over 180 shops and restaurants including Nordstrom and JC Penny department stores**
- 12. Lowe's Plaza – Containing Lowe's Home Improvement Store**
- 13. Retail Centers – Three shopping centers at the north-east, north-west, and south-west corners of Tyler Street and Magnolia Avenue containing Big 5 Sporting Goods, Ross Dress for Less, Lamp Plus, Burlington Department Store, Big Lots, Pier 1, Men's Wearhouse, Bed Bath and Beyond, and numerous restaurants**
- 14. Castle Amusement Park – Carnival style amusement park including Castle Park Miniature Golf**
- 15. La Sierra Community Church**
- 16. Arlington Christian Church**

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

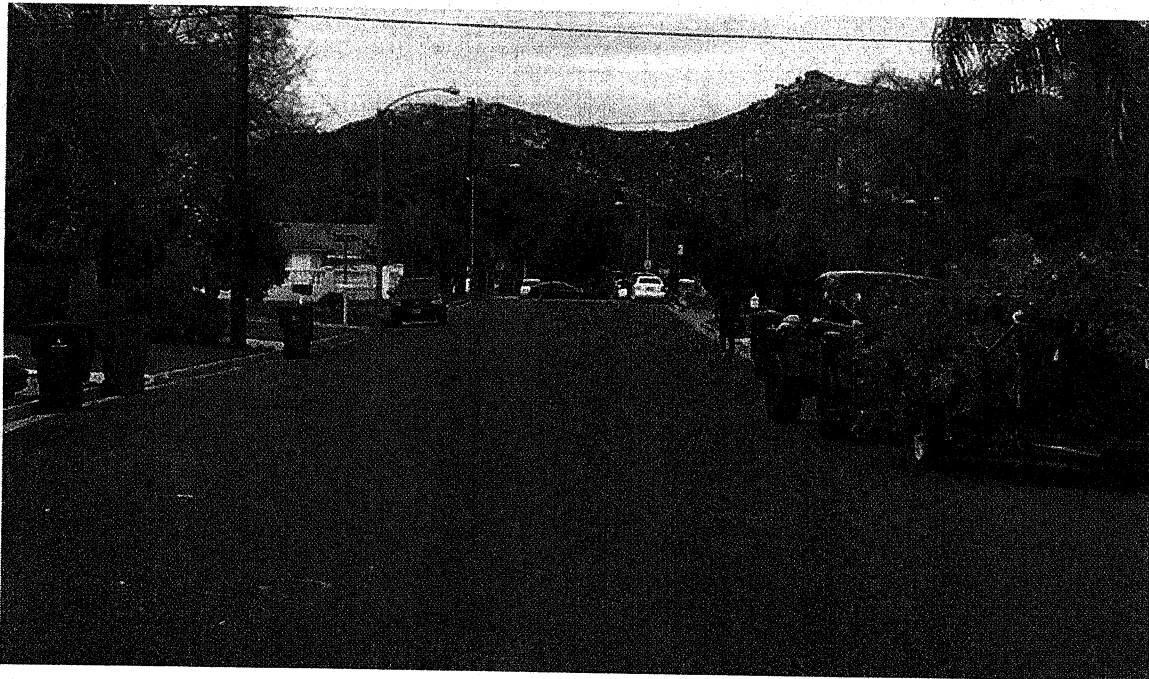
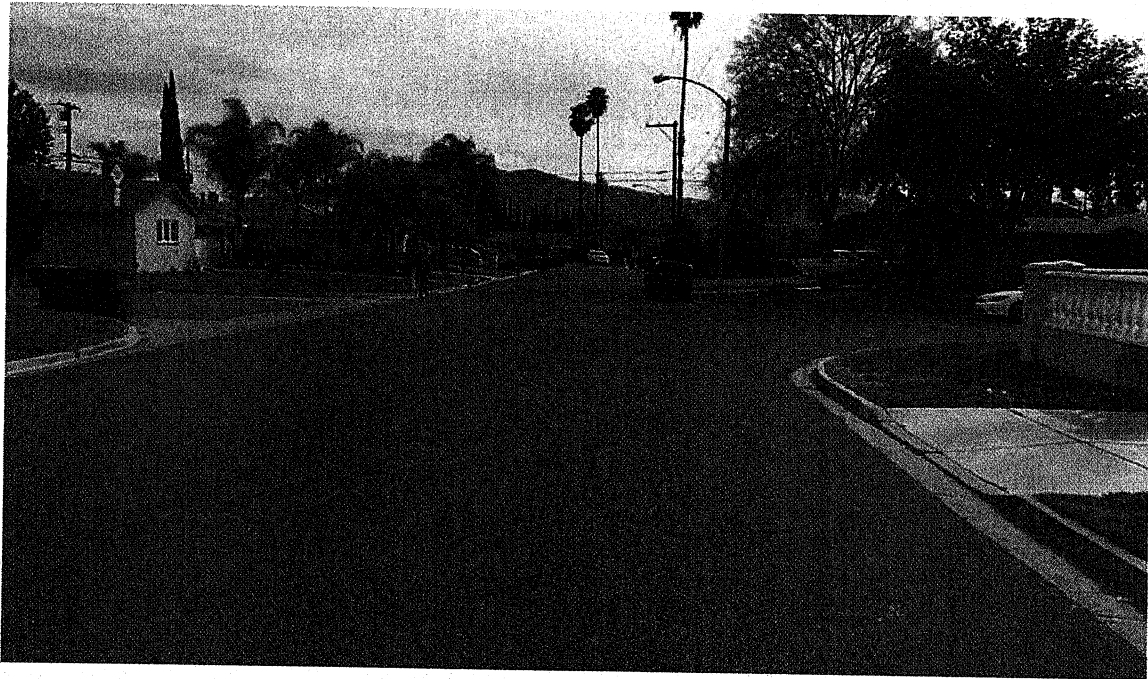
V. SAFETY

Describe the extent to which the proposed project will increase safety for the non-motorized public. Include information about project characteristics such as: no existing shoulder within project limits, no existing/planned sidewalk or bikeway adjacent to the project, etc. Applicants may wish to consider including documented pedestrian/bicycle collision history, most current and valid 85th percentile speed of motorized traffic in project limits, photos of existing safety hazards the project will address, existing pedestrian/bicycle traffic counts, student attendance figures for school served by project.

The proposed project will provide residents with a complete walking path which will improve sidewalk connectivity and will separate pedestrians from vehicular traffic, significantly improving safety by eliminating the potential for collusion between pedestrians and motorists. Within a ¼ mile radius from the project location, there are two elementary and one high school with a combined student population of 2923 students. As can be seen from the following photographs (next sheet), lack of a sidewalk and obstructions within the parkways (mail boxes, signs, landscaping including trees and hardscape, cars parked in the driveway) and curb side parked cars are causing the pedestrians to walk in the street.

The average daily traffic count on Adair Avenue is 332 vehicles. The 85th percentile speed of motorized traffic is 31 MPH (see Exhibit D for 24 hour directional speed survey).

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



The above pictures were taken on 3/1/2019 at about 3:00 PM, showing school children walking in the street.

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

VI. PROJECT ENHANCEMENT

Provide information about any enhancements the proposed project includes that would encourage people to use the facility; for example, ADA ramps, bicycle lockers or other bicycle amenities, or completing a missing link. Said enhancements must pre-exist or be part of the project proposal.

The proposed project will include the construction of four (4) ADA compliant pedestrian ramps, and will improve sidewalk connectivity by linking Bonita Avenue sidewalk to sidewalks on Tyler Street, Hole Avenue, and Pendleton Street, allowing for continuous pedestrian (including disabled) access to key destinations and the Riverside Transit Agency (RTA) bus stops.

VII. MULTIMODAL ACCESS

List each bus stop or park and ride facility served by the proposed project. For pedestrian projects, destinations served must be within a ¼-mile or less radius of the proposed project. For bicycle projects, destinations served must be within a 2-mile or less radius of the proposed project.

*A map on 8½ x11 paper numbered bus stops and/or park and rides served must be included.

As shown in Exhibit C, within a ¼-mile radius of the proposed project, there are thirty-one (31) existing bus stops:

- **Tyler Street – 8 bus stops (#1 to #6, and #15 to #16)**
- **Hole Avenue – 8 bus stops (#7 to #14)**
- **Magnolia Avenue – 12 bus stops (#17 to #28)**
- **Harrison Avenue – 2 bus stops (#29 and #30)**
- **County Farm Road – 1 bus stop (#31)**

Providing continuous walkways to the bus stops allows pedestrians to access the entire City of Riverside without needing to utilize their personal vehicles.

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

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 \$ 420,000 (100 %)
Local Match* Committed: \$ 210,000 (50 %)
SB 821 Funds Requested: \$ 210,000 (50 %)

*Supporting documentation of proposed match must be included.

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

Engineering/Administration \$ 45,000
 Right-of-Way \$ 0
 Construction \$ 375,000
 Other (specify): _____ \$ 0

Estimated project start date (Mo/Yr): October 2019

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

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.	Adair Avenue Sidewalk Improvements	\$300,000	\$150,000	50%	\$150,000	50%
2.	Bonita Avenue Sidewalk Improvements	\$420,000	\$210,000	50%	\$210,000	50%
3.	Cleta Drive & Thrush Drive Sidewalk Improvements	\$340,000	\$170,000	50%	\$170,000	50%

FY19/20 SB 821 Bicycle and Pedestrian Facilities Program

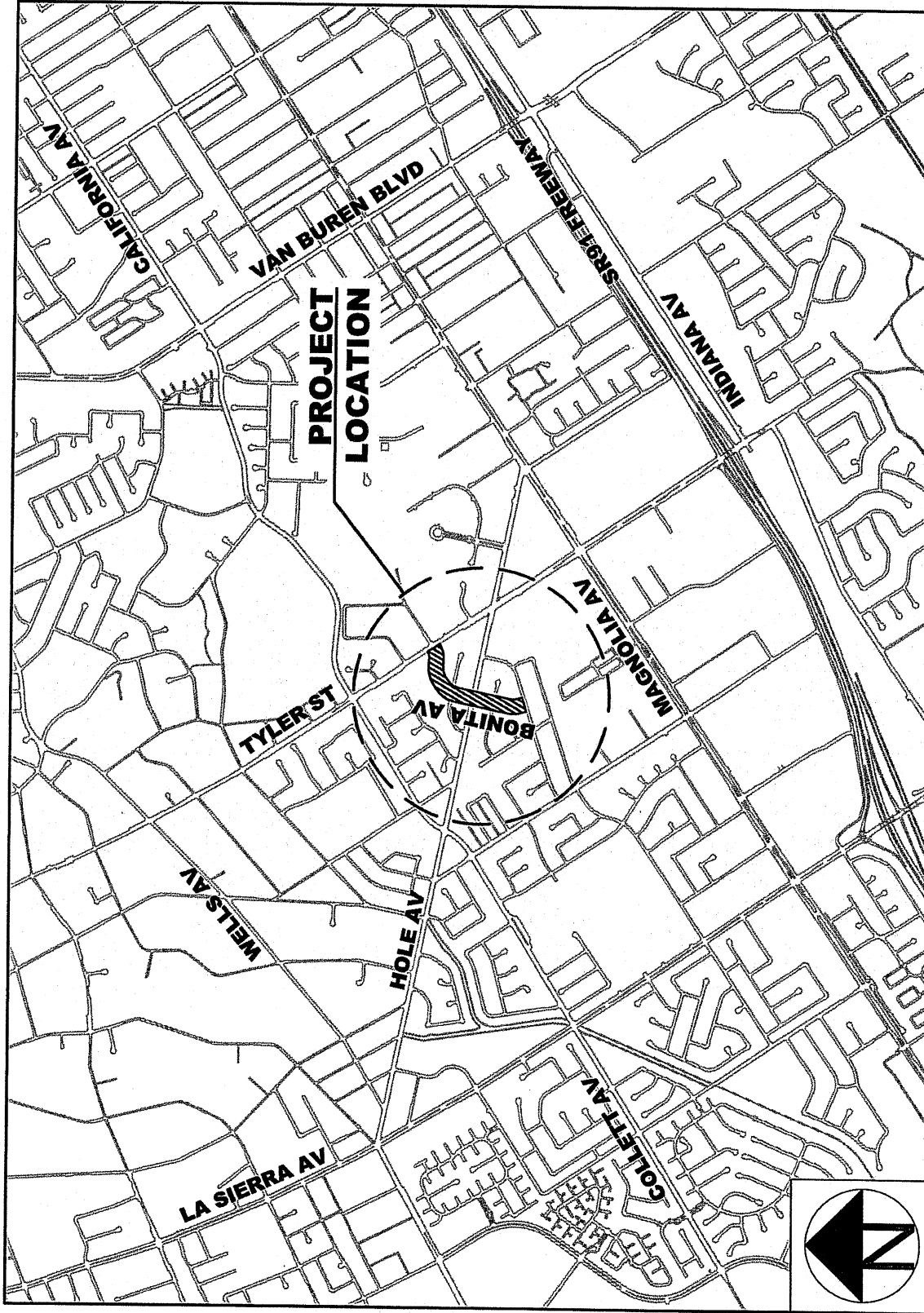
BIENNIAL CALL FOR PROJECTS APPLICATION

IIX. CERTIFICATION

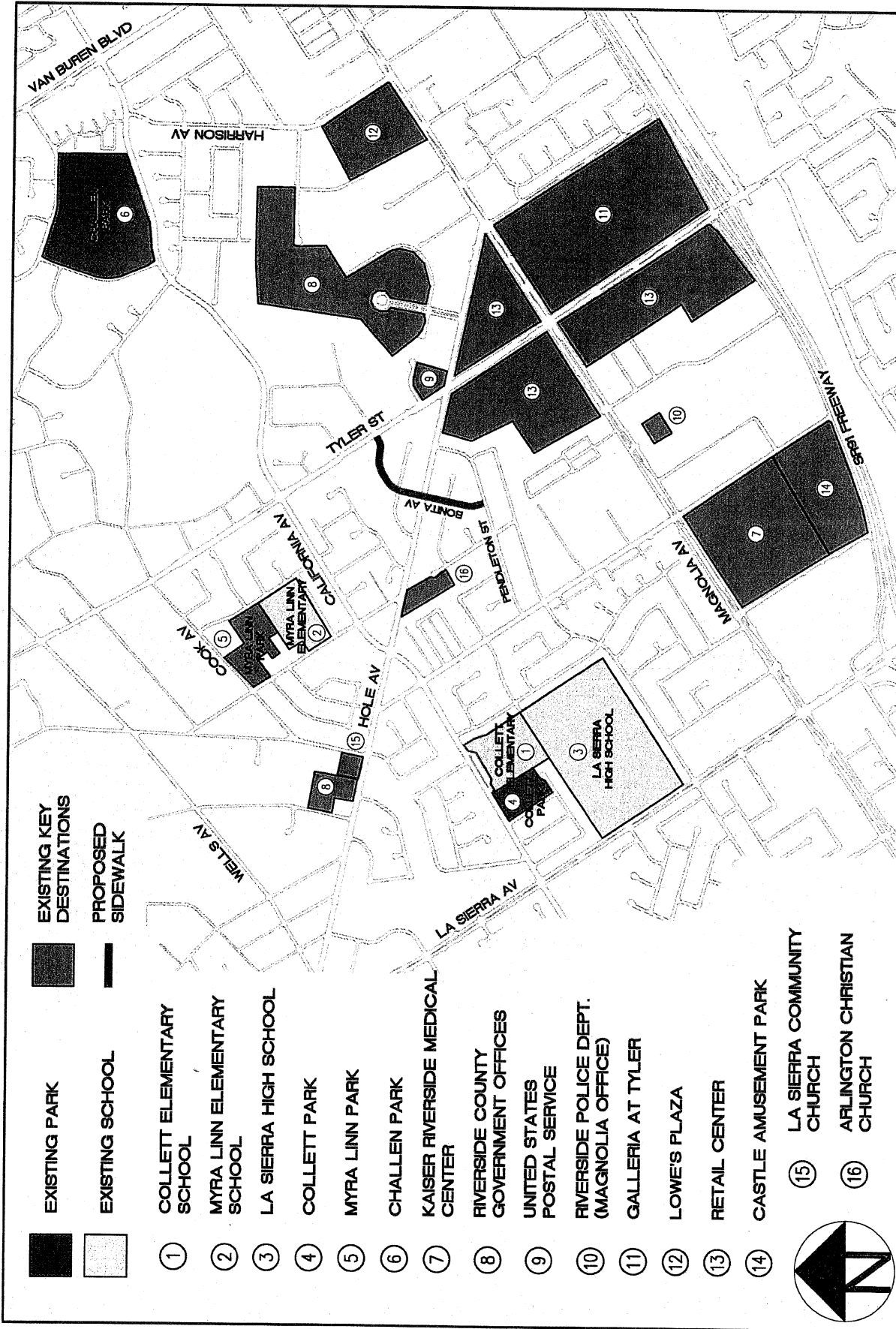
I certify that the information presented herein is complete and accurate and, if this agency receives funding, it will be used solely for the purposes stated in this application and following the adopted policies.

Signature Farshad Mohammadi Title Engineering Manager

Date 4/16/2019

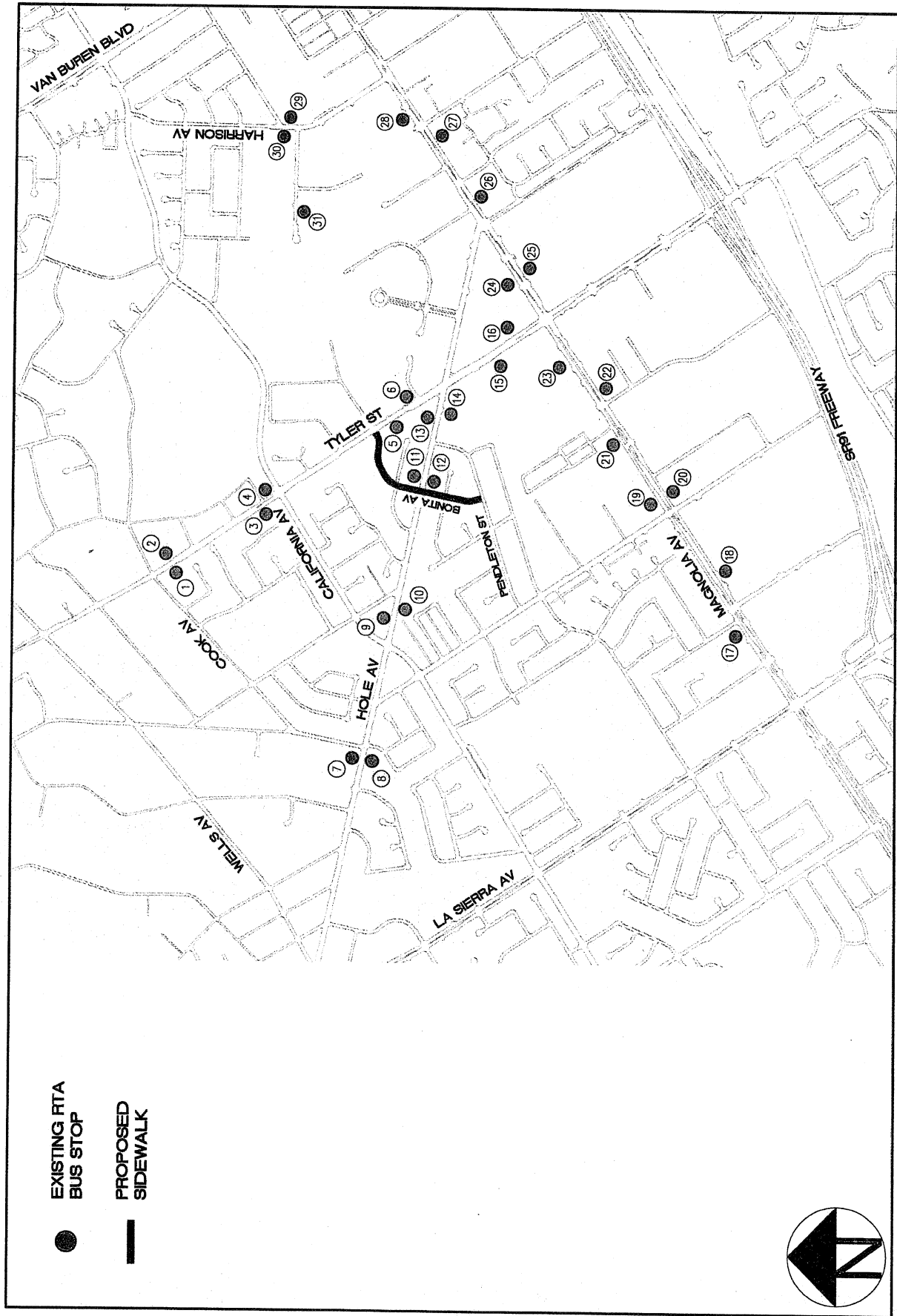


PROJECT LOCATION MAP
WARD 6 BONITA AVENUE SIDEWALK IMPROVEMENTS



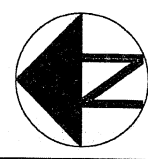
WARD 6 BONITA AVENUE SIDEWALK IMPROVEMENTS

EXHIBIT B



**WARD 6 BONITA AVENUE
SIDEWALK IMPROVEMENTS**

EXHIBIT C



Counts Unlimited, Inc.

City of Riverside

Bonita Avenue

B/ Tyler Street - Pendleton Street

24 Hour Directional Speed Survey

Northbound, Southbound

PO Box 1178

Corona, CA 92878

Phone: (951) 268-6268

email: counts@countsunlimited.com

RIV001

Site Code: 082-19126

Start Time	1	15	16	20	21	25	26	30	31	35	36	40	41	45	46	50	51	55	56	60	61	65	66	70	71	75	76	Total
02/26/19	0	0	1	1	1	1	0	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
01:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
04:00	3	1	1	0	0	0	3	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
05:00	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
06:00	2	1	1	0	1	5	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
07:00	2	1	1	1	6	8	5	1	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
08:00	2	3	3	0	8	2	1	3	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
09:00	0	1	1	0	2	4	6	3	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
10:00	4	2	2	3	4	1	7	8	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
11:00	2	2	3	6	1	5	8	7	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
12 PM	4	4	6	3	5	8	8	8	2	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
13:00	2	2	3	3	8	6	7	7	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
14:00	1	1	3	3	10	6	3	3	3	4	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22
15:00	1	3	4	4	7	7	8	8	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	22
16:00	5	2	6	6	5	5	6	6	4	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28
17:00	2	3	2	2	2	2	3	3	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21
18:00	0	0	2	2	8	4	5	7	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
19:00	0	0	4	4	4	4	7	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
20:00	1	0	0	0	2	2	0	3	3	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
21:00	0	0	0	0	2	2	3	3	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
22:00	0	0	0	0	2	2	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
23:00	1	1	1	1	5	5	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
Total	37	49	94	91	52	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	332

Daily
 15th Percentile : 16 MPH
 50th Percentile : 24 MPH
 85th Percentile : 31 MPH
 95th Percentile : 34 MPH

Statistics
 Mean Speed(Average) : 24 MPH
 10 MPH Pace Speed : 21-30 MPH
 Number in Pace : 185
 Percent in Pace : 55.7%
 Number of Vehicles > 55 MPH : 0
 Percent of Vehicles > 55 MPH : 0.0%

EXHIBIT D

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 Bonita Avenue Sidewalk Improvements project proposes to construct new concrete sidewalks on one side of Bonita Avenue from Tyler Street to Pendleton Street in the La Sierra neighborhood of the City of Riverside.

FUNDING:

	ARTICLE 3 AWARD	LOCAL MATCH	%*	TOTAL PROJECT COST
PROJECT TITLE: Bonita Avenue Sidewalk Improvement	\$210,000	\$210,000	50%	\$420,000

*Local Match Source: City Funds

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

BREAKDOWN OF TOTAL PROJECT COST	
Engineering/Administration	\$45,000
Construction	\$375,000
Total Project Cost	\$420,000

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

<u>Phase</u>	<u>Start</u>	<u>End</u>
Engineering	10/1/2019	10/1/2020
Right of Way	N/A	N/A
Construction	1/4/2021	4/30/2021

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 _____, 2019; AND,

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

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

SIGNED: _____

TITLE: _____

DATE: _____