

CONTRACT ROUTING SHEET

Date Prepared: 5-13-09

Need Date: _____

PROCESSING DEPARTMENT:

Department: Environmental Mgmt
Dept. Contact: Linda Milligin
Phone #: 6668
Department
Head Signature: [Signature]

CONTRACTOR:

Name: Dept of Transportation
Address: 2850 Fairlane Ct.
Placerville
Phone: _____

CONTRACTING DEPARTMENT:

EMD Air Quality Projects 422200

Service Requested: Review of agreement regarding AB2766 funding to DOT for the Georgetown School sidewalk on Harkness Street.

Contract Term: June 30, 2010

Contract/Amendment Value: \$48,760.00

Compliance with Human Resources requirements? Yes:

No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 5/18/09 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

Conditional - Need to change the written dollar amounts on page 3 & 4 it should be forty eight thousand seven hundred sixty dollars.

5-19-09 Changes made as requested Linda Milligin

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 5/19/09 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:

Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

**FUNDING AGREEMENT NO. 007-DMV-09-10-BOS
WITH EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION**

This Agreement No. 007-DMV-09/10-BOS made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and **EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION**, a political subdivision of the State of California (hereinafter referred to as "COUNTY");

W I T N E S S E T H:

WHEREAS, the California Clean Air Act requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, codified in California Health and Safety Code section 44220, et seq., authorizes districts to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of the AQMD has imposed said fee; and

WHEREAS, said legislation requires the AQMD to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, COUNTY has proposed a Project that meets the eligibility criteria of the AQMD and that has been approved by AQMD for funding; and

WHEREAS, COUNTY represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, AQMD and COUNTY mutually agree as follows:

1. PROJECT

COUNTY shall perform all activities and work necessary to complete the Georgetown School Sidewalk on Harkness Street, Georgetown, CA Project (hereinafter referred to as "Project"); set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. COUNTY agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. COUNTY represents that COUNTY has the expertise necessary to adequately perform the Project specified in said Proposal.

In the event of any conflict between or among the terms and conditions of this Agreement, the Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2009-2010.

2. PERIOD OF PERFORMANCE/TIMETABLE

COUNTY shall commence performance of work and produce all work products in accordance with the Work Statement and deadlines for performance identified in the Proposal of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

If requested by the AQMD, COUNTY shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each

task completed. COUNTY shall provide AQMD with a comprehensive final written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

3. TERM

The term of this Agreement shall be for the period of July 1, 2009 through June 30, 2010 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the COUNTY the sum of FORTY EIGHT THOUSAND, SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$48,760.00) as follows:

COUNTY shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by COUNTY, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, COUNTY agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to COUNTY. The AQMD is not obligated to pay COUNTY for administrative costs exceeding five percent of the actual total cost of the Project.

The total obligation of the AQMD under this Agreement SHALL NOT EXCEED FORTY EIGHT THOUSAND, SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$48,760.00).

A. **PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The AQMD shall reimburse COUNTY quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to COUNTY by the AQMD upon submission and evaluation of the COUNTY'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that COUNTY has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to COUNTY within forty five (45) calendar days of verification.

The amount to be paid to COUNTY under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the COUNTY. The COUNTY shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any claim for payment, COUNTY shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.

It is understood that all expenses incidental to COUNTY'S performance of services under this Agreement shall be borne exclusively by COUNTY.

In no event shall compensation paid by the AQMD to the COUNTY for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 4 above.

B. Surplus Funds: Any compensation under this agreement, which is not expended by COUNTY pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to the AQMD. Only expenditures incurred by the COUNTY in the direct performance of this Agreement will be reimbursed by the AQMD. Allowable expenditures under this Agreement are specifically established and included in the Proposal.

C. Closeout Period: All final claims shall be submitted by COUNTY within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by AQMD on claims submitted beyond the 60-day closeout period.

5. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the COUNTY thirty (30) days prior written notice.

6. INDEPENDENT CONTRACTOR LIABILITY

COUNTY is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of COUNTY'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of the Project.

7. TERMINATION

A. **Breach of Agreement:** AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the AQMD there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the AQMD; or
4. Improperly performed services.

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the COUNTY. Neither shall such payment impair or prejudice any remedy available to the AQMD with respect to the breach or default. The AQMD shall have the right to demand of the COUNTY the repayment to the AQMD of any funds disbursed to the COUNTY under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The COUNTY shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. **Without Cause:** Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 4, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by COUNTY shall be promptly delivered to the AQMD.

8. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

9. INDEMNIFICATION

COUNTY shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the COUNTY'S activities and work necessary to complete the Project unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of COUNTY to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify COUNTY against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of COUNTY'S officer's, agents, or employees which shall in any way arise out of or be connected with AQMD's performance of its obligations hereunder, unless such damage, loss, injury, or death shall be caused by the sole or active by negligence of the COUNTY.

10. AUDITS AND INSPECTIONS

COUNTY shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of COUNTY'S records and data with respect to the matters covered by this Agreement. COUNTY shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure COUNTY'S compliance with the terms of this Agreement. COUNTY shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by COUNTY were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided COUNTY pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, COUNTY agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

COUNTY shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), COUNTY shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under Agreement (Government Code Section 10532).

11. NOTICES TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be in duplicate and addressed as follows:

COUNTY

El Dorado County
 Department of Transportation
 2850 Fairlane Court
 Placerville, CA 95667
 Attn: James Ware
 Director, Department of Transportation

AQMD

El Dorado County
 Air Quality Management District
 2850 Fairlane Court
 Placerville, CA 95667
 Attn: Marcella McTaggart,
 Air Pollution Control Officer

12. TIME IS OF THE ESSENCE

It is understood that for COUNTY'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that COUNTY will, to the reasonable satisfaction of the AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

13. COMPLIANCE WITH APPLICABLE LAWS

COUNTY will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by the COUNTY including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

14. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

15. VENUE

Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in

accordance with the laws of the State of California.

16. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

17. AGREEMENT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer or her successor. The COUNTY Officer or employee with responsibility for administration of this Agreement is James Ware, Director, Department of Transportation or his successor.

18. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

19. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

AGREEMENT ADMINISTRATOR CONCURRENCE:

By: Marcella McTaggart Dated: 05-26-2009

**Marcella McTaggart
Air Pollution Control Officer
El Dorado County Air Quality Management District**

REQUESTING DEPARTMENT CONCURRENCE:

By: Marcella McTaggart Dated: 05-26-2009

**Marcella McTaggart
Air Pollution Control Officer
El Dorado County Air Quality Management District**

By: Gerri Silva Dated: May 21, 2009

**Gerri Silva, M.S., R.E.H.S
Director
El Dorado County Environmental Management Department**

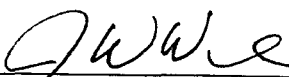
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein below written.

COUNTY
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

AQMD
EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT

Date: 5/20/09

Date: _____

By: 
James W. Ware, P.E.
Director of Transportation

By: _____
Chair

Attest:
Suzanne Allen de Sanchez,
Clerk of the Board

Date: _____

By: _____

EXHIBIT "A"
PROPOSAL

EXHIBIT SUMMARY SHEET (COVER)

Applicant: **El Dorado County Department of Transportation**
 Contact Person: **Anne Novotny, Senior Transportation Planner**
 Address: **2850 Fairlane Court, Placerville, CA 95667**
 Telephone #: **(530) 621-5931** Fax #: **(530) 626-0387** E-mail: **anovotny@edcgov.us**

Project Title: **Georgetown School Sidewalk on Harkness Street**

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
<i>Other</i>	\$ 48,760	\$ 438,840 (SR2S*)	\$	\$ 487,600
TOTAL	\$ 48,760	\$ 438,840	\$	\$ 487,600

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
<i>Other N/A</i>	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$

*: See Matching Funds section on page 8.

Estimated Emission Reductions/Cost-Effectiveness	As Proposed	Alternate Funding Level
Useful Life of Project (years)	20	20
Total Lifetime Emissions Reduced (lbs. of ROG, Nox, PM-10) = (107.04 + 64.70 + 11.34) = 183.08 / year * 20 years = 1,980	3,662	N/A
Annualized Cost-Effectiveness (total project costs)* \$487,600 / 183.08 * (.07) = \$ 2,663.32 * (.07) = \$ 186.43 / lb.	\$186.43 / lb.	N/A
Annualized Cost-Effectiveness (AQMD Funded project costs)* (.07) * \$48,760 / 183.08 = \$3,413.20 / 183.08 = \$18.64 / lb.	\$18.64 / lb.	N/A

*: See Appendix 3 for instructions

Brief Project Description:

This project proposal for FY 09/10 Motor Vehicle Emission Reductions AB2766 DMV Surcharge Fees funding is for the 10 percent local matching funds required for the State Safe Routes To School (SR2S) Cycle 8 (FY 2009/10) funding program that El Dorado County DOT is submitting an application. The proposed project is for the construction of a five-foot wide concrete sidewalk approximately 480 linear feet on the east side of Harkness Street from B Street to South Street in Georgetown. The sidewalk will connect to an existing concrete sidewalk that extends from South Street north approximately 320 linear feet to Main Street. Upon completion, this project will fill the gap from the existing sidewalk terminus at South Street, to the crosswalk at B Street that connects to the existing Class I pedestrian pathway on the Georgetown School property. Curb and gutter will be constructed to connect the sidewalk to the roadway (Harkness Street). This proposed project will also include minor repaving at driveways and intersections, and at the edge adjacent to the new curb and gutter, and sidewalk; pavement will also be restriped and remarked. (See attached Figure 1 for a Project Vicinity/Site Location Map.)

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: **El Dorado County Department of Transportation**

Please complete and attach this checklist with your application.

- Exhibit Summary Sheet (Cover) - page 1
- Request for Proposal Contents Checklist (Second Page) - page 2
- Project Description - page 3
- Project Organization/Background - page 4
- Emission Benefits/Cost Effectiveness - pages 5 and 6
- Work Statement - pages 7 & 8
- Funding Request/Cost Breakdown - page 9
- Matching Funds - page 9
- Schedule of Deliveries/Self-Monitoring Program - page 10
- Resolution No. 273-2008, Board of Supervisors, County of El Dorado - page 11
- Figure 1, Project Vicinity/Site Location Maps - page 12
- Site Photos - pages 13-15
- Letters of Support - pages 16-17
- Local TPA Review (When Applicable) - N/A
- 2 Copies of Proposal

PROJECT DESCRIPTION

Identify the objective(s) of the proposal and describe the scope of work of the proposed project.

This proposal for FY 2009/10 AB2766 DMV Surcharge Fees funding is for the 10 percent local matching funds required for the State Safe Routes To School (SR2S) Cycle 8 (FY 2009/10) funding program that El Dorado County DOT is submitting an application. The proposed SR2S project is the construction of a five-foot wide concrete sidewalk approximately 480 linear feet on the east side of Harkness Street from B Street to South Street in Georgetown. The sidewalk will connect to an existing concrete sidewalk that extends from South Street north approximately 320 linear feet to Main Street. *(See attached Figure 1 for project vicinity/site location maps.)*

The primary objectives of this pedestrian transportation facility are to:

1. Provide a safer alternative to walking in the roadway/shoulder for Georgetown School students/parents to walk to/from school on Harkness Street
2. To reduce auto trips replaced by walking trips resulting in reduced emissions/improved air quality.

The scope of work for the proposed SR2S project is for the Preliminary Engineering (PE), Right of Way (R/W) and Construction (CON) phases. Curb and gutter will also be constructed to connect the sidewalk to the roadway (Harkness Street). This proposed project will also include minor repaving at driveways and intersections, and at the edge adjacent to the new curb and gutter, and sidewalk; pavement will also be restriped and remarked. Upon completion, this project will fill the gap from the existing sidewalk terminus at South Street, to the crosswalk at B Street that connects to the existing Class I pedestrian pathway on the Georgetown School property.

PROJECT ORGANIZATION/BACKGROUND

Provide a brief description (one page or less) of your organization, its need for AB2766 DMV Surcharge Funding for the proposal and its qualifications to successfully carry out the proposed project.

The County Department of Transportation (DOT) currently has 233 full-time positions allocated to the following six divisions: Maintenance & Operations (103), Design Engineering (42), Construction (36), Transportation Planning & Land Development (23), Administration (21), and Bridges (8). DOT is committed to delivering transportation projects that improve traffic circulation and mobility within the County. Since 1992, DOT has delivered 76 projects worth approximately \$143 million. The current DOT FY 2008/09 Five-Year Capital Improvement Program (CIP) contains over 100 transportation projects at a total cost exceeding \$800 million.

This proposed pedestrian facility project is not included in the County DOT's Capital Improvement Program. The current fiscally constrained budget does not include any funding for the local match required for the State Safe Routes to School (SR2S) grant program. The *AB2766 DMV Surcharge Funding* is needed to provide the 10 percent local match required for the SR2S grant application the County DOT is submitting for this proposed project. Without the local match funding, the County DOT will be unable to pursuing all potential funding opportunities; the AB2766 DMV Surcharge Funding requested in this proposal is greatly needed to fill the funding gap to ensure that this emission-free alternative transportation option may be successfully completed.

Indicate if your agency has successfully completed a similar project.

The County DOT has successfully completed several pedestrian and bicycle facility projects that have been partially funded through various grant programs. In 2008, County engineering staff designed a concrete sidewalk and grade-separated asphalt path that was constructed along Green Valley Road from Bass Lake Road to Pleasant Grove Middle School; this project was funded by a federal Safe Routes to School grant. In 2007, Class II bike lanes were added on Green Valley Road from Cameron Park Drive in Cameron Park to Pleasant Grove Middle School in Rescue; this project was funded with State Bicycle Transportation Account grant funding and the work was performed by County DOT road maintenance staff. In 1999, the County DOT also delivered a grade-separated bicycle and pedestrian crossing of US 50 in the Placerville/Camino area east of the Placerville city limit. The County DOT is currently finishing the planning/environmental phase for a grade-separated ped/bike crossing of US 50 just east of the El Dorado Hills Boulevard interchange. The draft environmental document is anticipated to be completed by June 30, 2009. This phase of work was partially funded with a grant from El Dorado County AQMD from the FY 2006/07 AB2766 DMV Surcharge Fee Program.

If sub-contractors are to be used on the project, please identify and state their qualifications, or if sub-contractors have not yet been identified, state the specific qualifications that must be met.

The PS&E and R/W work will be performed by highly experienced County DOT engineering staff. The Construction work will be contracted, following the County's standard bid process. Bids will be publicly advertised, and award made to the lowest responsive, responsible bidder in accordance with the Public Contracts Code of the State of California. Bidders must possess a Class A license as required by Division 3, Chapter 9, Article 4 of the Business and Professions Code of the state of California. The Work to be done will be performed in accordance with the State of California Department of Transportation Standard Specifications.

EMISSION BENEFITS/COST EFFECTIVENESS

Pedestrian Facilities

Project definition: The Georgetown School Sidewalk project is a pedestrian facility that will improve pedestrian safety and access to/from Georgetown School on Harkness Street and will hopefully replace auto trips made by parents dropping off and picking up their children at school.

How emissions are reduced: Pedestrian facilities reduce emissions when auto trips are replaced by walking.

Inputs to Calculate Cost Effectiveness:*

Inputs	Default	Units	Comments
Funding Dollars (Funding)	\$48,760	Dollars	Requested Amount
Effectiveness Period (Life)	20	Years	Life – Pedestrian Default
Inputs for Trips Eliminated			
Auto Trips (T) eliminated* (20 x 6 x 5)	600	Trips one-way/week	The number of auto trips eliminated per week to and from activity center (e.g. school) for pedestrian projects. *See Footnote below table.
Length (L) of Auto Trips eliminated	1	Miles one direction/trip	Pedestrian projects should use the average distance of auto trip to adjacent activity center – one mile is suggested. This is the average distance of pedestrian trips.
Weeks (W)	37	Weeks (of operation)/year	Georgetown’s school year is 40 weeks; the school estimates there are 15 rainy days/year = 3 weeks; (40 – 3 = 37)
Inputs for Trips Added			
Adjustment (A) for Auto Trip Access Trips to transit, vanpools, and carpools	1		Use 1.0 for pedestrian projects.

Auto Trips Eliminated Footnote: The estimated number of students that live within 1 mile walking distance from Georgetown School is about 100. Currently, about 30 students walk to school on a regular basis. It is estimated that an additional 40 students would potentially walk if there was a sidewalk on Harkness Street from B Street to South Street. These 40 students represent about 20 families (average of two children/family). Each family typically makes three auto trips per day (2 miles each trip or 6 total miles per day/family), one trip in the morning to drop off their children before the 8:15 AM bell and two trips in the afternoon to pick up their children at 1:50 PM (Grades K-3 dismissal) and at 2:45 PM (Grades 4-8 dismissal).

Emission Factor Inputs for Auto Travel:*

Factor	Auto Trip End Factor	Units	Auto VMT Factor	Units
ROG	1.719	Grams/trip	0.470	grams/mile
NOx	0.721	Grams/trip	0.602	grams/mile
PM10	0.014	Grams/trip	0.218	grams/mile

*Source: *Methods to Find the Cost-Effectiveness of Funding Air Quality Projects*, May 2005, pages 39-40

EMISSION BENEFITS/COST EFFECTIVENESS

Formulas:	Units
Annual Auto Trips Reduced = (W) * (T) * (A) = (37) * (600) * (1) = 22,200	trips / year
Annual Auto VMT Reduced = (W) * (T) * (L) = (37) * (600) * (1) = 22,200	miles / year
Annual Emission Reductions (ROG, NO_x, and PM₁₀) = [(Annual Auto Trips Reduced)*(Auto Trip End Factor) + (Annual Auto VMT Reduced)*(Auto VMT Factor)] / 454	lbs. / year
ROG: [(22,200 * 1.719) + (22,200 * 0.470)] / 454 = (38,161.8) + (10,434) = 48,595.8 / 454 = 107.04 lbs. / year	
NO _x : [(22,200 * 0.721) + (22,200 * 0.602)] / 454 = (16,006.2) + (13,364.4) = 29,370.6 / 454 = 64.70 lbs. / year	
PM ₁₀ : [(22,200 * 0.014) + (22,200 * 0.218)] / 454 = (310.8) + (4,839.6) = 5,150.4 / 454 = 11.34 lbs. / year	
Capital Recovery Factor (CRF) = $\frac{(1+i)^n (i)}{(1+i)^n - 1}$ $\frac{(1+0.03)^{20} (0.03)}{(1+0.03)^{20} - 1}$ = 0.07	
<i>Where: i = discount rate (assume 3%)</i> <i>Where: n = project life (20 years)</i>	
Cost-Effectiveness of Funding Dollars = (CRF * Funding) / (ROG + NO _x + PM ₁₀) (As Proposed) = (0.07 * \$48,760) / (107.04 + 64.70 + 11.34) = (3,413.20) / 183.08 = \$18.64 dollars / lb.	dollars / lbs.

WORK STATEMENT

Describe separately each phase of the work to be performed.

The proposed project will entail the following phases: Preliminary Engineering (PE), Right of Way (R/W), and Construction (CON). The PE phase includes CEQA environmental clearance and Plans, Specifications and Estimates (PS&E). The R/W phase involves engineering, obtaining right of entry permits, property valuations/appraisals, negotiations to secure property rights, and purchase of land rights. The Construction phase entails preparing the bid document, obtaining Board approval to release the bid, selecting the contractor, executing the contract, and providing construction engineering/project management oversight.

List tasks within each phase of work and describe as necessary.

Phase 1 – Preliminary Engineering

1.a Environmental – The County DOT will cause an Initial Study to be prepared in accordance with the California Environmental Quality Act (CEQA). In preparation of the Initial Study, various resource agencies may be consulted to determine need for any detailed technical studies (e.g. wetlands/waters of the U.S., Air Quality, Biological Resources, etc.). Upon completion of the Initial Study, and any required technical studies, a final environmental document will be prepared.

1.b Plans, Specifications & Estimates (PS&E) – This task requires the engineering design of a concrete sidewalk, including curb and gutter, per County Standards. The scope of the work requires preparation of 1) engineering plans depicting the engineering design through layouts, profiles, cross sections, drainage, structure and construction details sheets, 2) writing of specifications instructing the contractor regarding contract, construction materials and construction methods in conjunction with Caltrans Standard Specifications, and 3) an Engineers Estimate based on quantities and anticipated unit prices based on prior contracts for identified bid items.

Phase 2 – Right of Way (R/W)

2.a Engineering – Identify necessary Rights of Way and prepare legal descriptions, technical maps and exhibit maps of the property(s)/easements to be acquired. The total estimated cost for R/W Engineering Task 2.a is approximately \$6,000.

2.b Right of Entries/Permits – identify/obtain right of entries (ROE) for topographical surveys involving a total of four parcels with three separate property ownerships. Securing ROE for topographical surveys will take approximately 5 hours of R/W Unit staff time.

2.c Valuations/Appraisals – prepare in-house valuations/appraisals of the necessary R/W needed for the project which is estimated to take approximately 22 hours R/W Unit staff time; resulting in partial acquisitions from four parcels owned by three different property ownerships.

2.d Negotiations to Secure Property Rights and Purchase of Land Rights – negotiating for the successful purchase of the land rights. The time involved in securing property rights will be approximately 50 hours of R/W Unit staff time and will include following the applicable Uniform Act regulations. Completion of this task will result in the successful purchase of the necessary land rights for the above-mentioned portions of the needed parcels for the construction of the proposed project.

The total estimated cost for R/W tasks 2.b through 2.d is approximately \$41,000. Condemnation has not been anticipated in this cost estimate.

Phase 3 – Construction (CON)

County DOT engineering staff will prepare the construction bid document, obtain Board approval to release the bid, select the contractor, execute the contract, and provide construction management oversight. County staff will perform quality assurance inspections generally on the project, and quality control inspections on specific materials such as base rock, Portland cement concrete, and asphalt concrete. This task will be performed as needed throughout the construction period. The construction contractor will perform the following tasks:

Mobilization, Clearing and Grubbing – move equipment and materials on to site, and remove existing vegetation, fencing, asphalt and concrete that must be removed in order to perform the work. Construction staking to control the work will be performed by County Staff.

Place Forms and Concrete – place formwork and reinforcement (rebar or matting), if necessary, and perform all preparatory work in advance of placing Portland cement concrete for the curb, gutter, and sidewalk; place Portland cement concrete in the forms to the lines and grades required under the contract, cures the concrete in an approved fashion and strips forms approximately 7 days after pour.

Paving Operations – pave area between existing asphalt and new gutter, and performs any driveway/side street paving necessary to provide a smooth transition from the new curb, gutter and sidewalk to the adjacent existing facilities.

Project Clean Up – perform all remaining work, remove all unused materials from the site, and perform striping and signing of crosswalks or other features as required in the final design (PS&E).

State the sequence of work activities, including a starting date, this date should not be sooner than the contract execution date between the District and Grantee, and a completion date within one year of executed contract. Include all relevant information regarding the technology involved, and the parties directly connected with the project.

El Dorado County DOT is in the process of preparing a State Safe Routes To School (SR2S) grant application for the SR2S Cycle 8 FY 2009/10 funding program. The SR2S applications are due April 15, 2009. The SR2S funding program requires a minimum of 10 percent local matching funds per project. The FY 2009/10 SR2S grant awards are anticipated to be selected after the FY 2009/10 State budget is approved. For the past couple of fiscal years, the State budget has not been approved until about 90 days after the start of the new July 1 fiscal year. Assuming the same scenario this year, the State budget may be approved by September–October 2009. If the Georgetown School Sidewalk Project is selected for a SR2S grant award, the El Dorado County DOT will initiate the execution of the SR2S Funding Agreement. Assuming that the SR2S Funding Agreement is executed by December 31, 2009, the PE and R/W phases could begin in January 2010 and be completed by Summer/Fall 2010. The Construction phase would be anticipated to be completed by Summer/Fall 2011. The technology used is typical transportation engineering, environmental planning/CEQA compliance and standard Right-of-Way procedures. The project involves the El Dorado County DOT engineering/environmental/right of way/planning staff.

All grant recipients must provide some type of public acknowledgment that their project was funded by the District utilizing AB2766 DMV Surcharge Funds. How will this be accomplished for this project?

Acknowledgement that this project was partially funded by the El Dorado County AQMD utilizing AB2766 DMV Surcharge Funds will be included in news releases issued and on signage placed at the construction site. In addition, acknowledgments will be included in press releases and publicity packets distributed at groundbreaking and ribbon cutting ceremonies.

FUNDING REQUEST/BREAKDOWN OF COST/MATCHING FUNDS

Briefly describe the proposal to be funded. Include the amount of money requested from the AB2766 DMV Surcharge fund. All applicants are also strongly encouraged to submit alternative funding levels in their proposals. Include total project costs, including, but not limited to the following: Estimate cost by task and identify source of funding for each task.

This proposal is requesting **\$ 48,760** to fund the 10 percent local match required for the State Safe Routes to School (SR2S) Cycle 9 FY 2009/10 grant program that El Dorado County DOT is submitting a grant application for the 90 percent of the total project costs for the Georgetown School Sidewalk on Harkness Street proposed SR2S project.

Cost Estimates by Task (as of 03/23/2009)

Task	FY 09/10	FY 10/11	FY 11/12	Future	Total
PE – Environmental	\$ 30,000	\$	\$	\$	\$ 30,000
PE - Plans, Specifications & Estimates	\$ 42,300				\$ 42,300
Right of Way Engineering	\$ 6,000	\$	\$	\$	\$ 6,000
Right of Way Certification	\$	\$ 41,000	\$	\$	\$ 41,000
Direct Construction Costs		\$ 326,000	\$	\$	\$ 326,000
Construction/Engineering & Admin.		\$ 42,300	\$	\$	\$ 42,300
Total Estimated Project Costs	\$ 78,300	\$ 409,300	\$	\$	\$ 487,600

Revenue Source (as of 03/23/2009)

	FY 09/10	FY 10/11	FY 11/12	Future	Total
AB2766 DMV Surcharge funds requested	\$ 48,760	\$	\$	\$	\$ 48,760
Anticipated grant from State Safe Routes To School FY 2009/10 Funding Program	\$ 438,840	\$	\$	\$	\$ 438,840
Total Revenue	\$ 487,600	\$	\$	\$	\$ 487,600

Matching Funds

Clearly indicate if the matching funds are monetary or in-kind (non-dollar) contributions along with their source. Provide proof (letter of commitment, reso, CIP Project Summary) that the matching funds are currently available from each funding source.

The El Dorado County DOT is in the process of preparing a grant application for the State Safe Routes To School (SR2S) Cycle 8 FY 2009/10 Funding Program, requesting a monetary grant for 90 percent of the estimated total project cost. This AB2766 DMV FY 2009/10 Funding request is for the 10 percent required local matching monetary funds for the SR2S grant program.

SCHEDULE OF DELIVERABLES/SELF-MONITORING PROGRAM

Provide a list of all work products or deliverable items and their anticipated dates of delivery. The schedule must not extend beyond one year of the date of the executed contract.

Work Products/Deliverables	Delivery Date
1. State Safe Routes To School (SR2S) Grant Application.....	April 15, 2009
2. State SR2S Cycle 8 FY 2009/10 Grant Awards List.....	Sep/Oct 2009
3. State SR2S Funding Agreement Executed.....	December 2009
4. Environmental Clearance.....	Summer 2010
5. Plans, Specifications and Estimates (PS&E).....	Fall 2010
6. Right-of-Way Certification	Fall 2010
7. Award Contract/Start Construction	April 2011
8. Project Complete or Open for Use	August 2011

Note: This grant request is for the local match required for the State Safe Routes To School (SR2S) Cycle 8 FY 2009/10 grant funding program. Grants are anticipated to be awarded by Fall 2009, depending upon when the FY 2009/10 State Budget is approved. If this proposed SR2S project is selected for a SR2S grant, the SR2S Funding Agreement is anticipated to be completed by December 2009.

Self-Monitoring Program

Describe how the project objectives will be measured and reported to the District on a quarterly basis.

The El Dorado County DOT project manager for this project will provide the District, if requested and at intervals determined by the District, with project progress reports detailing the work performed during the current reporting period; work planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. A comprehensive final written report, documenting the work performed, will be provided to the District prior to the end of the Agreement term.



RESOLUTION NO. 273-2008

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION AUTHORIZING THE DIRECTOR OF TRANSPORTATION TO SUBMIT GRANT APPLICATIONS AND EXECUTE GRANT AGREEMENTS FOR VARIOUS FUNDING PROGRAMS

WHEREAS, the County of El Dorado Transportation Department intends to pursue various local, State and Federal funding opportunities to augment the Transportation Department's project delivery, maintenance and operations programs; and

WHEREAS, the County of El Dorado Transportation Department intends to periodically submit grant applications for various local, State and Federal transportation funding programs, and other qualified grant funding opportunities that become available; and if awarded, will enter into agreements with various Grantors for implementation of said grants; and

WHEREAS, the County of El Dorado Transportation Department has the non-General Fund discretionary budget available for matching funds that may be required for the various grant programs;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado hereby:

1. Authorizes the County of El Dorado Transportation Department to submit grant applications for various local, State and Federal transportation funding programs, and other grant funding opportunities that become available;
2. Authorizes the Director of Transportation, or the Chief Administrative Officer, to sign in the name of the County of El Dorado all necessary documents required to submit grant applications;
3. Authorizes the Director of Transportation to execute grant agreements subject to County Counsel and Board of Supervisors review and approval;
4. Authorizes this resolution to apply retroactively to the El Dorado County AQMD July 2008 award of AB2766 DMV Surcharge Funds for the vehicle replace purchase of a waterless/dustless broom street sweeper and ratifies the Director of Transportation's signature on those grant documents.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board held on the 7 day of October, 2008, by the following vote of said Board:

Ayes: Baumann, Santiago, Dupray, Sweeney, Briggs

ATTEST:

Cindy Keck

Clerk of the Board of Supervisors

Noes: none

Absent: none

By: [Signature]
Deputy Clerk

By: [Signature]
Chairman, Board of Supervisors
Rusty Dupray

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

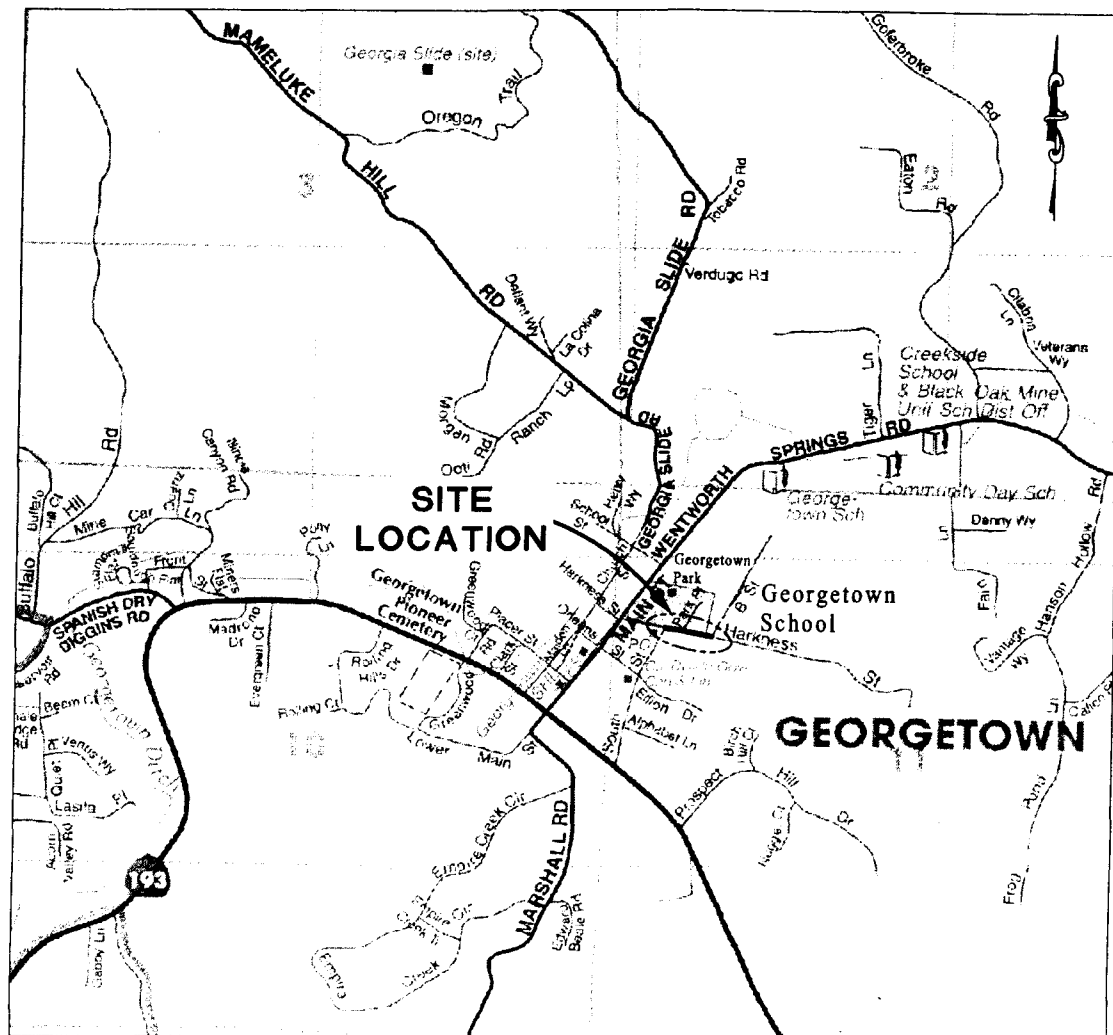
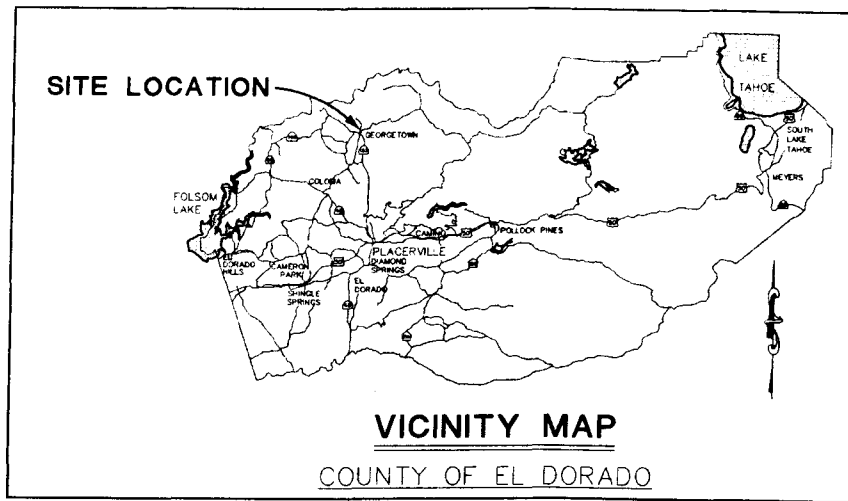
DATE: 10/7/08

ATTEST: CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: [Signature]
Deputy Clerk

GEORGETOWN SCHOOL SIDEWALK ON HARKNESS STREET

Project Vicinity/Site Location Maps

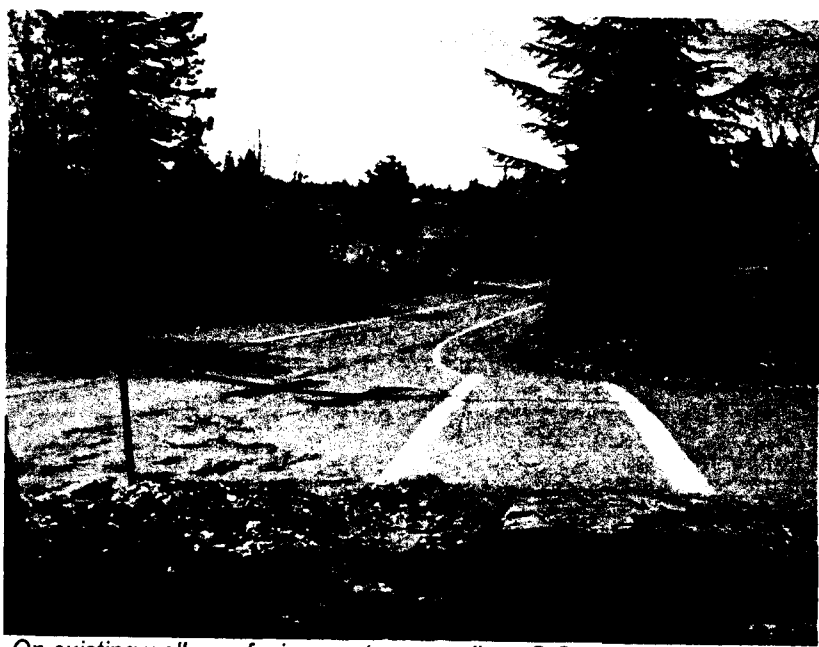




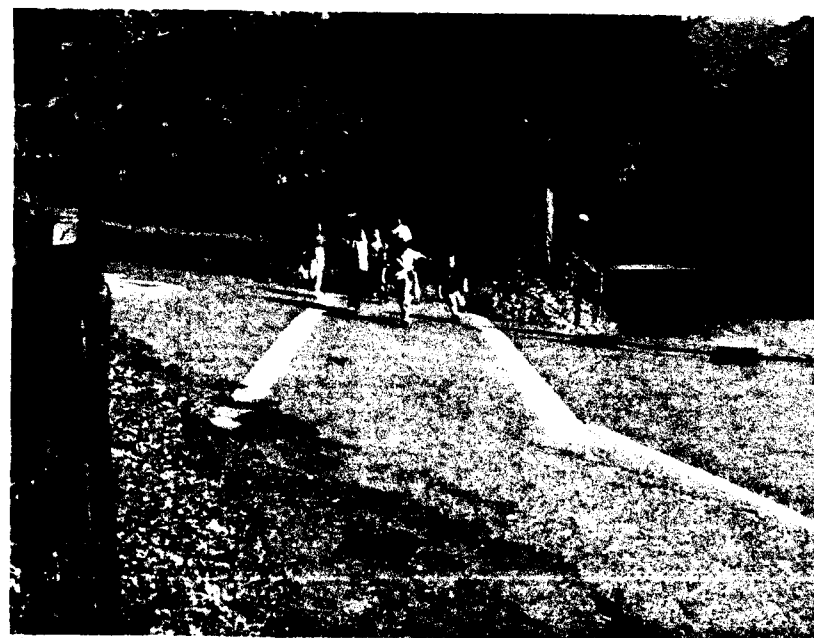
On B Street facing east, existing walkway on Georgetown School property



Kids crossing B Street walking home after school along Harkness Street



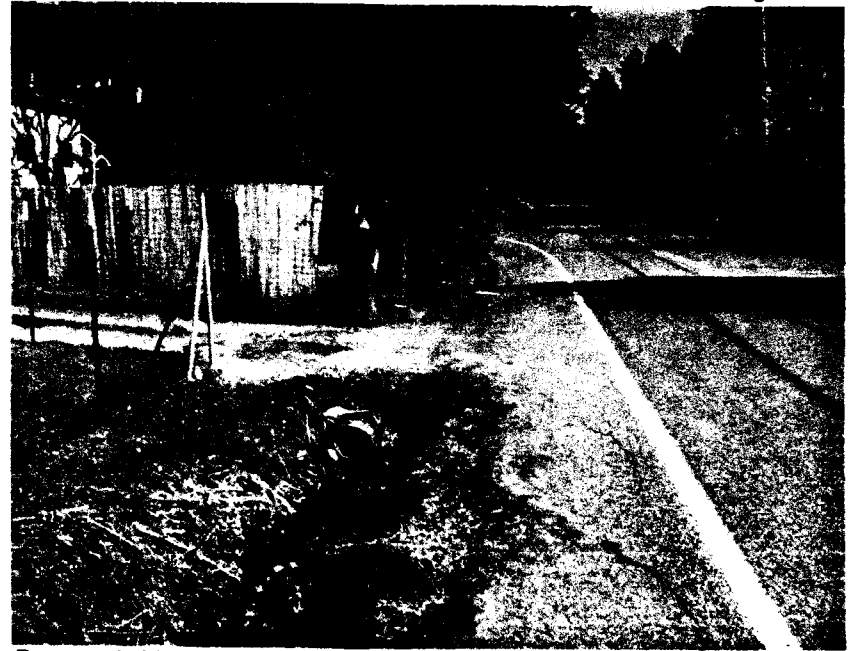
On existing walkway facing west, crosswalk on B Street at Harkness St.



Children crossing B Street walking home after school along Harkness St



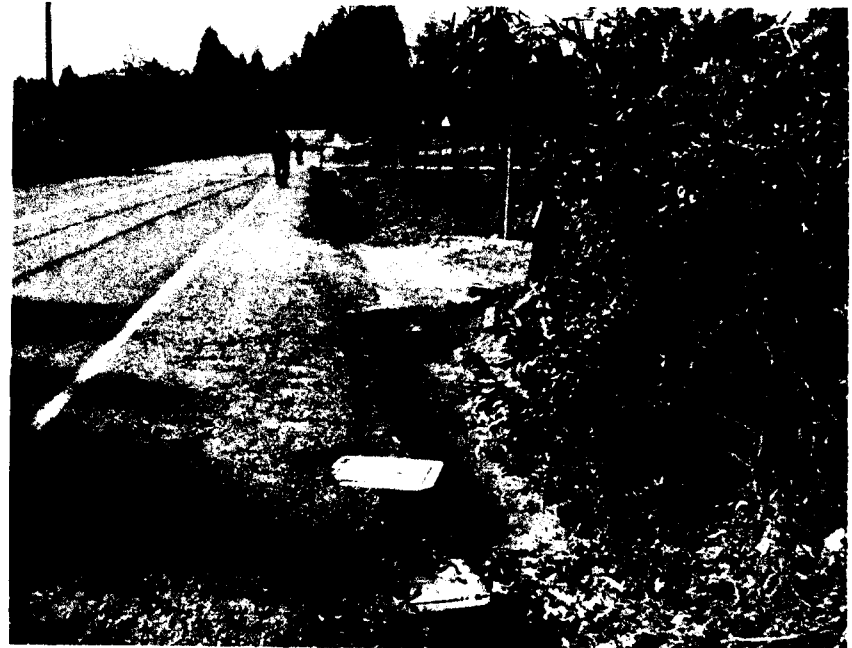
Siblings walking home after school in the shoulder on Harkness Street



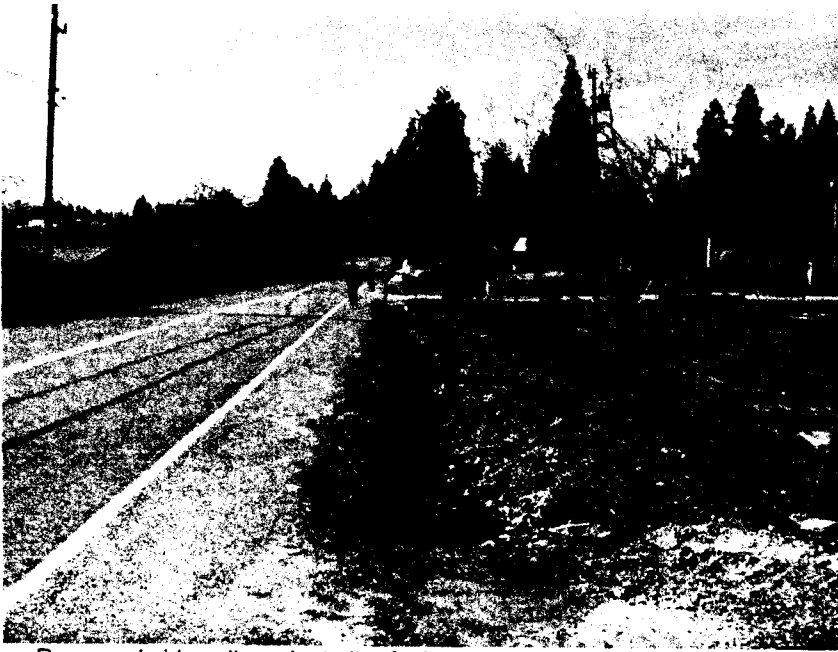
Proposed sidewalk project site, facing east toward B St/Georgetown School



Proposed sidewalk project site, north side of Harkness Street west of B St.



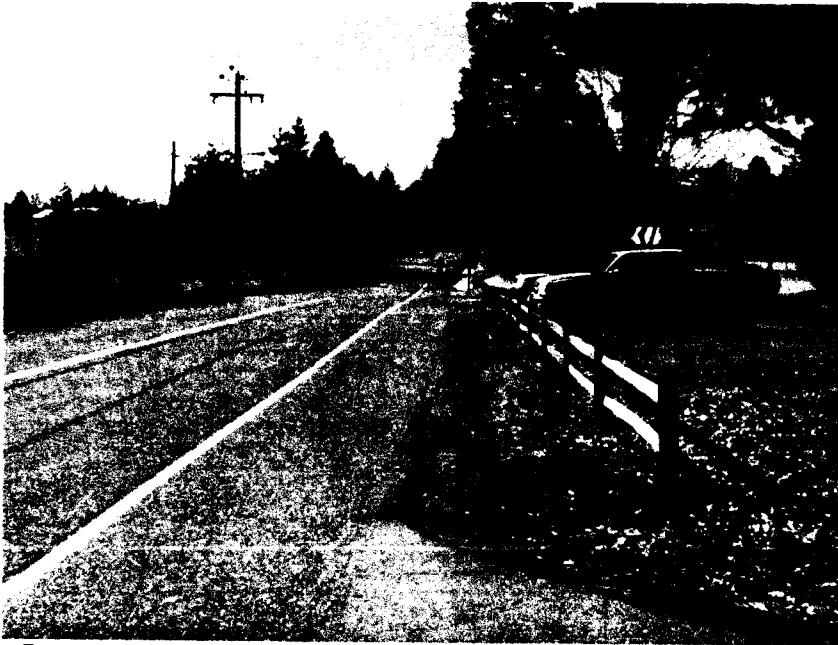
Proposed sidewalk project site, facing west, just west of B St intersection



Proposed sidewalk project site, facing west toward Georgetown Park



West end of proposed sidewalk project site, facing west toward Main Street



Proposed sidewalk project site, facing west in front of Georgetown Park



Existing sidewalk, north side of Harkness Street at South Street, facing east



El Dorado County Office of Education

March 18, 2009

To: El Dorado County Air Quality Management District

Re: El Dorado County DOT's Proposals for El Dorado County AQMD FY 09/10 Motor Vehicle Reductions Projects

Vicki L. Barber, Ed.D.
Superintendent

Cathy Bean
Deputy Superintendent

Terena Mendonca
Associate Superintendent

County Board of Education

Dolores Garcia
John Lane
Matt Boyer
Gene Rasmussen
Heidi Weiland

As El Dorado County Superintendent of Schools, I support the two project proposals that El Dorado County Department of Transportation (DOT) is submitting to the El Dorado County Air Quality Management District (AQMD) for the FY 09/10 Motor Vehicle Reductions Projects funding program: 1) Northside School Class I Bike Path on SR-49 and 2) Georgetown School Sidewalk on Harkness Street. These proposals are for the local funds required for the State Safe Routes To School funding program that El Dorado County DOT is submitting grant applications.

Northside School is a K-8 school with a total student enrollment of about 600 students, of which 75 percent are in grades 3 and above. Many parents have expressed interest in having a safe bike route from the Auburn Lake Trails/Cherry Acres neighborhoods for their children to ride their bicycles to/from Northside School. A parent survey and at public outreach meetings, parents expressed that they would allow their children to ride their bikes to school if there was a safe bike path that was parallel to but separated from the highway (the posted speed limit is 55 mph along SR-49).

Georgetown School is a K-8 school with a total enrollment of about 400 students, of which 75 percent are in grades 3 and above. The proposed sidewalk project on Harkness Street will provide a safer pedestrian facility for students to walk to/from school/home. Currently, there is no sidewalk from Georgetown School to Georgetown Park, so students must walk in the narrow shoulder along Harkness Street until they reach the existing sidewalk just past the park.

The BOMUSD is supporting these proposed projects by committing to encourage parents to allow their children to bike/walk to school, which will hopefully result in fewer auto trips, and reduced motor vehicle emissions. Outreach efforts will be made to educate parents and students about the health benefits of bicycling and walking and the schools will participate in on-going bike/walk-to-school events/activities. The District will also partner with local law enforcement to ensure traffic laws are obeyed in the vicinity of the schools and along the proposed projects, and to provide bicycling and walking safety information to students and parents. Any costs associated with these outreach efforts for these proposed projects will be absorbed by the BOMUSD.

On behalf of the El Dorado County school districts involved in these proposed worthwhile bicycle and pedestrian projects, we hope that one or more are selected for this grant funding.

Sincerely,

Vicki L. Barber, Ed.D., Superintendent
El Dorado County Office of Education

VB:jkm

H:\jmintz\My Documents\Letters\letters of support\DOT Proposal for Motor Vehicle Reductions Projects 3-18-09 doc

530-622-7130
FAX 530-621-2543

e-mail: info@edcoe.k12.ca.us

6767 Green Valley Road
Placerville, CA 95667-8984

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Resourcefulness



GEORGETOWN SCHOOL
BLACK OAK MINE UNIFIED SCHOOL DISTRICT

Karen Shadle, Principal
 Kevin Ahern, Assistant Principal
 6530 Wentworth Springs Road
 Post Office Box 4630
 Georgetown, CA 95634
 (530) 333-8320
 Fax: (530) 333-8324



March 17, 2009

Re: El Dorado County DOT's Proposal for Georgetown School Sidewalk on Harkness Street for the El Dorado County AQMD FY 9/10 Motor Vehicle Emissions Projects Funding Program

To El Dorado County Air Quality Management District,

As Principal of Georgetown School, I support the project proposal that El Dorado County DOT is submitting for the El Dorado County AQMD FY 9/10 Motor Vehicle Emissions Reduction Projects funding program. The County DOT is partnering with the Black Oak Mine Unified School District on this project that proposes to construct a sidewalk on Harkness Street in the town of Georgetown from

Georgetown School is a K-8 school with a total student enrollment of about 600 students, of which 75 percent of the students are in grades 3 and above. Many parents have expressed interest in having a safe walking route from Main Street in Georgetown for their children to walk to/from Georgetown School. A parent survey noted the primary reason that parents did not allow their children to walk to Georgetown School was concern about their children's safety due to the high traffic levels along Harkness Street. At public outreach meetings, parents expressed that they would allow their children to walk to school if there was a sidewalk that allowed their students to safely get to school.

The Black Oak Mine Unified School District/Georgetown School are supporting this proposed motor vehicle emissions reduction project by committing to educate parents and students about walking safety and encouraging parents to allow their children to walk to school with on-going Walk-to-School events/activities. The District will also partner with local law enforcement to ensure traffic laws are obeyed along Main Street and Harkness Street in the vicinity of Georgetown School and along the proposed sidewalk. Any costs associated with education/encouragement/enforcement/evaluation elements of the Georgetown School sidewalk project will be absorbed by Georgetown School/Black Oak Mine Unified School District.

I know that Black Oak Mine Unified School District is looking forward to partnering with the El Dorado County Department of Transportation on this worthwhile sidewalk project, and hope that it is selected for funding.

Sincerely,

Karen Shadle
 Principal, Georgetown School

**MAINTENANCE DIVISION**

2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:

2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



March 20, 2009

**EL DORADO COUNTY
RECEIVED**

MAR 20 2009

Kerri Williams
El Dorado County AQMD
2850 Fairlane Court
Placerville, CA 95667

**ENVIRONMENTAL
MANAGEMENT**

RE: FY 09/10 Motor Vehicle Emission Reduction Project Proposals for AB2766 DMV Funding

Dear Ms. Williams:

The El Dorado County Department of Transportation is submitting two proposals for FY 09/10 AB2766 DMV Surcharge Funding. The proposed projects are being submitted for funding consideration from the State Safe Routes to School (SR2S) Cycle 8 FY 09/10 competitive grant program. The attached applications are for the local funds required for the SR2S funding program. The proposed projects and requested AB2766 funding amounts are:

- 1) Northside School Class I Bike Path on State Highway 49, \$216,900
- 2) Georgetown School Sidewalk on Harkness Street, \$48,760

If you have questions or need clarification, please contact Anne Novotny by phone at 621-5931 or email her at anovotny@edcgov.us.

Sincerely,

A handwritten signature in black ink, appearing to read "JWW".

James W. Ware, P.E.
Director of Transportation

JWW:an

Attachments

c: Anne Novotny, Senior Transportation Planner