CONTRACT ROUTING SHEET

Date Prepared:	04/30/2010	Need Date: 05/15/2010
PROCESSING D Department:	EPARTMENT: Air Quality Management District	CONTRACTOR: Name: City of Placerville
Dept. Contact:	Marcella McTaggart	Address: 3101 Center Street
Phone #:	5306	Placerville, CA 95667 Attn: Randy Pesses Director of Public Works
Department Head Signature:	gerei Diwh	Phone: (530) 642-5250
Contract Term:	ed: Review of Contract for Us 6/30/2012	Contract/Amendment Value: \$90,000.00
Compliance with Compliance verifi	Human Resources requirements ed by:	? Yes: No: No:
Approved:	SEL: (Must approve all contracts Disapproved: Date: Disapproved: Date:	s and MOU's) By:
Approved: Approved:	IENT: (All contracts and MOU's Disapproved: ☐ Date: Disapproved: ☐ Date:	except boilerplate grant funding agreements)
OTHER APPROV	/AL: (Specify department(s) par	ticipating or directly affected by this contract).
Approved:	Disapproved: Date: Disapproved: Date:	By: By:

FUNDING AGREEMENT NO. 003-DMV-10/11-BOS

WITH CITY OF PLACERVILLE

This Agreement No. 003-DMV-10/11-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 City of Placerville., (hereinafter referred to as "CONTRACTOR");

WITNESSETH:

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

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

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

1. PROJECT

CONTRACTOR shall perform all activities and work necessary to complete the City of Placerville Sidewalk Project (hereinafter referred to as "Project"); set forth in the fully described "Proposal" attached hereto as Exhibit "A" and incorporated herein by this reference. CONTRACTOR 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. CONTRACTOR represents that CONTRACTOR 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
- To the "Motor Vehicle Emission Reduction Projects Request for Proposals"
 (RFP) released to Interested Parties by the AQMD and dated 2010-2011.

2. PERIOD OF PERFORMANCE/TIMETABLE

CONTRACTOR 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, CONTRACTOR shall submit regular progress reports, at intervals determined by the AQMD, detailing the work performed during the current reporting period; work

003-DMV-10/[1-BOS 044-F]]]

planned for the next reporting period; problems identified, solved, and/or unresolved; and the percentage of each task completed. CONTRACTOR 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, 2010 through June 30, 2012 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000.00) as follows:

CONTRACTOR 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 CONTRACTOR, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Section 44233 of the California Health and Safety Code, CONTRACTOR agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to CONTRACTOR. The AQMD is not obligated to pay CONTRACTOR 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 NINETY THOUSAND DOLLARS AND NO CENTS (\$90,000.00).

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 CONTRACTOR quarterly, in arrears, after receipt and verification submitted to El Dorado County Air Quality Management District, Attention: Marcella McTaggart. Payment shall be made to CONTRACTOR by the AQMD upon submission and evaluation of the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR within forty five (45) calendar days of verification.

The amount to be paid to CONTRACTOR 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 CONTRACTOR. The CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

4/30/2010 11:43:55 AM 4 D.10-0565.5

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

B. <u>Surplus Funds</u>: Any compensation under this agreement, which is not expended by CONTRACTOR 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 CONTRACTOR 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. <u>Closeout Period</u>: All final claims shall be submitted by CONTRACTOR 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 CONTRACTOR thirty (30) days prior written notice.

6. INDEPENDENT CONTRACTOR LIABILITY

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

4/30/2010 11:43:55 AM

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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 CONTRACTOR. 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 CONTRACTOR the repayment to the AQMD of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the AQMD were not expended in accordance with the terms of this Agreement. The CONTRACTOR 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 CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify CONTRACTOR against and hold it harmless from any loss, damage, and liability for damages, including attorney fees and other costs of defense incurred by CONTRACTOR, whether for damage to or loss of property, or injury to or death of CONTRACTOR'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 CONTRACTOR.

10. <u>AUDITS AND INSPECTIONS</u>

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

CONTRACTOR 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), CONTRACTOR 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:

CONTRACTOR

City of Placerville 3101 Center Street Placerville, CA 95667 Attn: Randy Pesses Director of Public Works

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 CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR 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.

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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 CONTRACTOR Officer or employee with responsibility for administration of this Agreement is Randy Pesses, Director of Public Works, 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: Moull Mi Quet Dated: 05-24-2010

Marcella McTaggart

Air Pollution Control Officer

El Dorado County Air Quality Management District

REQUESTING DEPARTMENT CONCURRENCE:

Marcella McTaggart

Air Pollution Control Officer

El Dorado County Air Quality Management District

Me 100ut Dated: 05-24-2010

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

CONTRACTOR	AQMD EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT
Date: 5-26-10	Date:
By: Kondy Pesses Randy Pesses	By:
Director of Public Works	Norma Santiago
	Attest: Suzanne Allen de Sanchez, Clerk of the Board
	Date:

By: _____

RIDESHARING AND PEDESTRIAN FACILITIES Subcategory: Air District Name: El Dorado County APCD Local Government Name: Not Applicable **Project Name:** City of Placerville -- Alt Description: (Issues/Comments) Implementing Private Agency: No Agency: **FUNDING: MVFees Funding:** \$100,000 MSRC Funding: \$0 \$0 Moyer Funding: \$0 **CMAQ Funding:** Other CoFunding: \$15,000 0.07 Capital Recovery Factor: 20 **Project Analysis Period:** years **Auto Trips Eliminated (T):** 1,000 trips (one-way) per week 1.00 Length of auto trips eliminated (L): miles in one direction of trip Weeks of operation per year (W): 36 weeks Adjustment (A) for auto access trips to transit, vanpools and carpools: 1.00 adjustment factor **Annual Auto Trips Reduced:** 36,400 annual trips Annual Auto VMT Reduced: annual miles 36,400 **EMISSION Auto Trip End Factors** Auto VMT Factors **FACTORS:** ROG: 0.646 grams per trip 0.180 grams per mile NOx: 0.267 0.189 PM10: 0.017 0.222 **EMISSION** Tons per Year Pounds per Year **REDUCTIONS:** 0.03 ROG: 66 0.02 37 NOx: 0.01 19 PM10:

COST-EFFECTIVENESS OF:

Motor Vehicle Fees and/or Moyer Funds: \$55.12 per pound \$110,237 per ton

122

Total:

CMAQ Funds: \$0.00 per pound

All Funding Sources: \$63.39 per pound \$126,772 per ton

2

\$0

per ton

0.06



RE: AB2766 DMV Fees Proposed Project Funding Reduction

Marcella McTaggart to: Nate Stong

04/22/2010 02:47 PM

Cc: "Jerry Barton", "John Driscoll", "Nate Stong", Valerie D Ryan

Hi Nate --

Thank you for your reply. Please provide revised project description, work statement, schedule and breakdown of cost. Also please provide revised emission reductions calculations.

Marcella

"Nate Stong"

Hi Marcella,

04/22/2010 12:27:46 PM

From:

"Nate Stong" <nstong@cityofplacerville.org>

To: Cc: <marcella.mctaggart@edcgov.us>, "John Driscoll" <jdriscoll@cityofplacerville.org>
"Nate Stong" <nstong@cityofplacerville.org>, "Jerry Barton" <jbarton@edctc.org>

Date:

04/22/2010 12:27 PM

Subject:

RE: AB2766 DMV Fees Proposed Project Funding Reduction

Hi Marcella,

Thanks for your efforts in securing funding for the much needed sidewalk project on Thompson Way. The proposed reduced amount of \$90,000 is requested by the City, however since it's not adequate to construct the project alone we propose to use it as a local match toward a state Safe Routes to School grant we'll be applying for this month. The SR2S grant application will increase the scope of the project to include both Thompson Way and Combellack Road, and also extend the Thompson Way sidewalk 350 feet further to the school entrance. We request funding be available until July, 2012 to allow time to secure the state grant and prepare plans and contract documents. When Randy returns from vacation on May 3rd, we'll work on proving you with a revised project description.

Per our phone conversation, it's not necessary to revise the emissions calculations, however let me know if you decide otherwise because we are doubling the project and should see double the benefit with regard to emissions reductions. Here's a quick breakdown of costs and funding sources:

	<u>Combellack</u>	<u>Thompson</u>
PE	\$5,000	\$25,000
Con	\$125,000	\$175,000
Contig.	\$15,000	\$25,000
CE	\$10,000	\$10,000
Total	\$155,000	\$235,000

Total project cost \$390,000 Local match (AB2766) (\$90,000) Local match (Piazza) (\$15,000) SR2S Request \$285,000

Please let me know if you have any questions or concerns.

EXHIBIT SUMMARY SHEET (Cover)

(This is a summary only. You must also supply the detailed information as requested on the RFP)

Applicant: CITY OF PLACERVILLE

Contact Person: RANDY PESSES, DIRECTOR OF PUBLIC WORKS

Address:

3101 CENTER STREET, PLACERVILLE, CA 95667

Telephone #:

(530)642-5250

FAX #(optional): (530)642-5568

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$ 75,000	\$ 7,500	\$	s 82,500
Personnel	\$ 75,000	\$ 7,500	\$ 5,000	\$ 87,500
Other	\$	\$	\$	\$
TOTAL	s 150,000	\$ 15,000	s 5,000	\$ 170,000

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$ 50,000	§ 5,000	\$	\$ 55,000
Personnel	\$ 50,000	\$ 5,000	\$ 5,000	\$ 60,000
Other	\$	\$	\$	\$
TOTAL	s 100,000	s 10,000	s 5,000	\$ 115,000

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	185	185
Annualized Cost-Effectiveness (total project costs)*	\$64.32	
Annualized Cost-Effectiveness (AQMD Funded project costs)*	\$56.76	

^{*:} See Appendix 3 for instructions

Brief Project Description:

CONSTRUCT SIDEWALK, CURB & GUTTER AND ADA HANDICAP RAMPS ON THE SOUTH SIDE OF THOMPSON WAY BETWEEN CEDAR RAVINE AND SIERRA ELEMENTARY SCHOOL.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applica	nt: City of Placewille, Dept.	of Public	Works
Please	complete and attach this checklist with your application.	•	
×	Exhibit Summary Sheet (Cover) – page		~
4	Request for Proposal Contents Checklist (Second Page) - page _		
9	Authorization Letter/Resolution page		
A	Project Description – page		
X	Project Organization/Background - page		
×	Emission Benefits/Cost Effectiveness – page(Must utilize December 2008 Emission Factors)		
K	Work Statement – page		
9	Funding Request/Cost Breakdown - page	·	w
9	Matching Funds – page		
	Schedule of Deliveries/Self-Monitoring Program – page		
	Local TPA Review (When Applicable) - page		
	2 Copies of Proposal – page		
X	Consolvation Estimate		
	Letter from School District		
X	Letter from EDTCT 29		



City of Placerville

3101 Center Street Placerville, California 95667

May 21, 2010

Marcella McTaggart El Dorado County Air Quality Management District 2850 Fairlane Court Placerville, CA 95667

Subject: AB2766 Fiscal Year 10/11 Motor Vehicle Emission Reduction Project

Dear Marcella,

Attached please find the city's proposal to utilize \$90,000 of A.B. 2766 DMV funds for the purpose of constructing concrete curb gutter and sidewalk, together with associated grading and drainage improvements, driveway reconstructions, and ADA compliant handicap ramps at two locations in the City for the purpose of providing safe pedestrian access to and from Edwin Markham Middle School, El Dorado High School, and Sierra Elementary School:

- 1) Along the south side of Thompson Way from Cedar Ravine Road to Sierra Elementary School.
- 2) Along the south side of Combellack Road from Canal Street to upper David Circle, connecting to the recently constructed sidewalks along Canal Street from Combellack Road to Moulton Dr.

The City, the Placerville Unified School District, and the El Dorado Union High School District all consider this to be a very high priority project with respect to both the safety of the schoolchildren, as well as the airquality benefits derived through the project. These pedestrian facilities are a part of the city's adopted pedestrian circulation plan, and it is anticipated that there will be substantially more users than just the students attending the schools, however it is difficult to quantify the number of city residents that will choose to leave their vehicles at home, and instead walk to their various destinations within the Placerville downtown area. Consequently, we did not attempt to calculate the added incremental benefit from the general public's use of this pedestrian facility.

If you have any questions or require additional information please don't hesitate to contact me at 642-5557,

Very truly yours,

Randy Pesses

Attachments

cc:

John Driscoll, City Manager/City Attorney

ly Posses

Dr. Nancy Lynch, Superintendent, Placerville Unified School District Sherri Smith, Superintendent, El Dorado Union High School District

Finance / Business Licenses 642-5223 • Administration 642-5200 • Community Development / Planning 642-5252 / Building 642-5240 • City Clerk 642-5200

Engineering / Public Works 642-5250 • Utility Billing / Purchasing 642-5225

Administration Fax 642-5538 • Engineering / Public Works Fax 642-5568 • Planning / Building Fax 295-2510 • Finance Fax 642-5255

Area Code 530

EXHIBIT SUMMARY SHEET (Cover)

(This is a summary only. You must also supply the detailed information as requested on the RFP)

Applicant: City of Placerville

Contact Person: Randy Pesses, Director of Public Works

Address: 3101 Center Street, Placerville, CA 95667

Project Budget	AB2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$45,000	\$155,000		\$200,000
Personnel	\$45,000	\$150,000	\$5,000	\$200,000
Other				
TOTAL	\$90,000	\$305,000	\$5,000	\$400,000

Alternative Project Budget	AB2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$45,000	\$7,500		\$52,500
Personnel	\$45,000	\$7,500	\$5,000	\$57,500
Other				
TOTAL	\$90,000	\$15,000	\$5,000	\$110,000

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)	333	Negligible ^l
Annualized Cost-Effectiveness (total project costs)*	\$84.08	N/A ¹
Annualized Cost-Effectiveness (AQMD Funded project costs)*	\$18.92	N/A ¹

^{*}see Appendix 3 for instructions

Brief Project Description: Construct sidewalk, curb & gutter and ADA curb ramps at two locations:

- 1) Along the south side of Thompson Way from Cedar Ravine Road to Sierra Elementary School (approx. 1,250 ft)
- 2) Along the south side of Combellack Road from Canal Street to upper David Circle (approx. 1,100 ft)

Brief Alternate Project Description: Construct sidewalk, curb & gutter and ADA curb ramps along the south side of Thompson Way from Cedar Ravine Road to School Admin Bldg driveway (approx. 600 ft).

¹Alernate funding level will construct approximately half of the sidewalk needed to connect Sierra School with Cedar Ravine Road. Negligible emissions benefit gained in the short term.

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applic	plicant: CITY OF PLACEFVILLE DEPT.	OF	PUBLIC	WORKS
Please	ase complete and attach this checklist with your application.	•		
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T.	Emission Benefits/Cost Effectiveness – page 8 9, 10, 11 (Must utilize December 2008 Emission Factors)			
Y	Work Statement – page 12			
V	Funding Request/Cost Breakdown - page			
Y	Matching Funds – page			
U	Schedule of Deliveries/Self-Monitoring Program – page			
	Local TPA Review (When Applicable) - page			
	2 Copies of Proposal – page			
回	CONSTRUCTION ESTIMATES 15,16			
M	SUPPORT LETTERS 17 19 19 10			



City of Placerville Public Works Department MEMORANDUM

DATE:

December 2, 2009

TO:

City Council

FROM:

Randy Pesses, Public Works Director

SUBJECT:

RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO

SUBMIT GRANT APPLICATIONS FOR VARIOUS LOCAL, STATE AND

FEDERAL FUNDING PROGRAMS.

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution:

- 1. Authorizing the Public Works Director to apply for grant funding by submitting grant applications for various local, State and Federal funding programs that from time to time become available, provided the source of any required local match funding is appropriately identified.
- 2. Authorizing the Public Works Director or City Manager to sign in the name of the City all necessary documents required to submit such grant applications.
- Requiring that any successful grant applications be brought back to the City Council for ratification and budget appropriation prior to the City entering into a formal Grant Agreement.

BACKGROUND AND DISCUSSION:

The City of Placerville has the opportunity to pursue grants through various sources. These grants would help fund Capital Improvement Projects (CIP), maintain roadways, trails, sidewalks, water and sewer facilities, and other municipal needs of the City of Placerville.

Many grant programs have very tight time deadlines, and it would be beneficial to have the flexibility to apply for grants without the need for specific authority required for each grant application, in terms of both reduced staff time and the ability to apply for grants discovered at the last minute. Those grants application deadlines often don't work with the timing of regular meetings of the City Council.

Grants come with various conditions and requirements, and the Public Works Director will review grant conditions carefully so as not to encumber the City with onerous requirements. For

RESOLUTION NO. 7763

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SUBMIT GRANT APPLICATIONS FOR VARIOUS LOCAL, STATE AND FEDERAL FUNDING PROGRAMS

WHEREAS, the City of Placerville, Public Works Department intends to periodically submit grant applications for the various local, State and Federal transportation funding programs, and other qualified grant funding opportunities that became available; and if awarded, will enter into agreements with various Grantors for implementation of said grants; and,

WHEREAS, deadlines for the submittal of grant applications often times do not allow the time required for specific City Council authority to be agendized for the next available City Council meeting; and,

WHEREAS, prior to submitting a grant application the Finance Director or City Manager will confirm that the necessary matching funds are available for the particular grant;

WHEREAS, any successful grant applications will be brought to the City Council for ratification and budget appropriation prior to the City entering into a formal Grant funding agreement;

NOW, THEREFORE, BE IT, AND IT IS HEREBY RESOLVED that the City Council of the City of Placerville does hereby:

- 1. Authorize the Director of Public Works to submit grant applications for various local, State and Federal transportation funding programs, and other grant funding opportunities that become available;
- 2. Authorize the Director of Public Works, or City Manager to sign in the name of the City of Placerville all necessary documents required to submit grant applications;
- 3. Require that any successful grant applications be brought back to the City Council for ratification prior to the City entering into a formal Grant agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on December 14, 2009, by Councilmember Acuna who moved its adoption. The motion was seconded by Councilmember Hagen. The motion was passed by the following vote:

AYES:

Acuna, Borelli, Hagen, Machado, Rivas

NOES:

None

ABSENT:

None

ABSTAIN:

None

ATTEST:

Susan Zito, CMC, City/Clerk

D.10-0565.22

SIDEWALK IMPROVEMENT PROJECT: THOMPSON WAY AND COMBELLACK ROAD

Project Description

The purpose of this project is to provide safe routes for pedestrians at two locations:

- 1) Along the south side of Thompson Way, between the existing sidewalk on Cedar Ravine and the main entrance of Sierra Elementary School, a distance of approximately 1,250 linear feet.
- 2) Along the south side of Combellack Road, between Canal Street and the easterly David Circle, a distance of approximately 1,100 linear feet.

These locations have long been identified as areas in need of sidewalk improvements to provide safe routes for schoolchildren to walk to and from Sierra Elementary School, Markham Middle School and El Dorado High School.

In 2006 the city in conjunction with the El Dorado County transportation commission, undertook to develop a pedestrian circulation plan that address various issues with the city's existing sidewalk system including, deterioration of existing sidewalks, gaps within the sidewalk network, opportunities for system expansion, implementation strategies, and possible funding strategies. That plan was formally adopted by the Placerville City Council on January 23, 2007, and these sections of Thompson Way and Combellack Road were included as proposed sidewalk improvements within that plan.

In FY 2003/2004 the City submitted a Safe Routes to School (SR2S) grant application to fund a project at the Thompson Way location however that grant application was not approved for funding. Since that time, the City has been focused on completing an SR2S project located on Canal Street for which the city did receive SR2S funding, and in 2009 the City did complete a sidewalk project on Canal Street that provided substantial safety improvements for children walking to and from Markham Middle School and El Dorado High School. The City is currently applying for \$290,000 in Cycle 9 SR2S funding for the Thompson Way and Combellack locations, for which the AB2766 funding will act as the local match component.

The project scope includes the grading necessary to provide the platform necessary to construct the curb gutter and sidewalk. It also includes the necessary storm drainage improvements to intercept and properly convey roadway drainage. Site-specific improvements are summarized below.

Thompson Way: Intersection improvements will be constructed at Edythe court, and a new commercial driveway encroachment will be constructed at the entrance to the Placerville Union school District offices. The new commercial driveway encroachment will allow for an uninterrupted path the pedestrian travel across the driveway thereby eliminating the need for additional handicap ramps. Handicap ramps meeting current ADA standards will be installed at the intersection of Cedar Ravine and Thompson Way, Thompson Way and Edythe Court, and if necessary at the student drop-off location at the entrance to Sierra school.

Due to a rather steep cut slope along the frontage of Sierra Elementary School with Thompson Way it is anticipated that approximately 150 linear feet of retaining wall will be necessary to accommodate the sidewalk.

Combellack Road: Combellack Road will be widened to accommodate Class II bike lanes in each direction, funded by a Bicycle Transportation Account (BTA) grant. Handicap ramps meeting current ADA standards will be installed at the intersection of Combellack Road and Canal Street, and both intersections of Combellack Road and David Circle. It will be necessary to construct approximately 300 linear feet of retaining wall between the David Circle intersections to accommodate the sidewalk.

THOMPSON WAY SIDEWALK IMPROVEMENT PROJECT

Project Organization/Background

This project will be undertaken by the city of Placerville, an incorporated city within the County of El Dorado and the State of California. The City of Placerville has been in existence since 1854, and the Public Works Department has undertaken numerous projects of this type within the long life of the city.

The most recent project completed by the city was a "Safe Routes to School" project located on Canal Street between Middletown Road and Markham Middle School. To work on that project was very similar to that which is proposed for Thompson Way, and it consisted of the construction of curb gutter and sidewalk, intersection and driveway improvements, storm drainage improvements, and the installation of ADA compliant handicap ramps. All work on the project was done in accordance with the Caltrans Local Programs Manual, and all construction work was performed in conformance to California public contract code requirements. The City will be following the same procedures through every phase of the Thompson Way project as was required for the Canal Street "Safe Routes to School" project.

A portion of the improvements are along the frontage of a parcel that is currently engaged in the process of completing a parcel map (Piazza, APN 004-011-58) and that project is required to construct curb gutter and sidewalk improvements along the frontage with Thompson Way. The project engineer for that parcel map has already completed the design for the curb, gutter, sidewalk and drainage improvements between Cedar Ravine and Edythe court. The funding contribution for the indicated local match will come from Mr. Piazza as a payment in lieu of constructing the improvements along his frontage, and the in-kind contribution is represented by the value of the engineering provided by Mr. Larry Patterson in completing the above mentioned design. Mr. Patterson's design will become the basis for this larger project should the City's grant application be selected for funding.

The City has submitted an alternative funding request that would extend the sidewalk improvements to the driveway of the Placerville Union School District offices. While this improvement would not be as beneficial as a sidewalk that extends to the entrance of the Sierra Elementary School, there is a path of travel across the school district property that provides access to the playgrounds at Sierra Elementary School.

City of Placerville

Public Works/Engineering 3101 Center Street Placerville, CA 95667 (530) 642-5250

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City of Placerville

Public Works/Engineering 3101 Center Street Placerville, CA 95667 (530) 642-5250

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City Of Placerville Public Work/Engineering 3101 Center Street Placerville, CA 95667 (530) 642-5250

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DATA SOURCE: PUSD + EDUHSD	EDHS	*****
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City Of Placerville
Public Work/Engineering
3101 Center Street
Placerville, CA 95667
(530) 642-5250

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THOMPSON WAY AND COMBELLACK ROAD SIDEWALK IMPROVEMENT PROJECT

Work Statement

TASK I: Project Initiation	DATE:
 1.1 Initiate Right of Way Acquisition Process for Combellack Rd 	June 2010
 1.2 Executed Agreement with AQMD 	July 2010
• 1.3 Submit SR2S Application	July 15, 2010
 1.4 Request for Proposals from Consultants¹ 	August 2010
• 1.5 Consultant Selection ¹	September 2010
 1.6 SR2S Project Selection Notice from Caltrans² 	October 2010
Deliverables: Executed Agreement with AQMD	

D Executed Agreement with Consultant¹

TASK II: Preliminary Design & Environmental ¹	<u>DATE:</u>
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October 2010 2.1 City Staff to prepare Environmental Documents, Anticipate Categorical Exemption or Negative Declaration October 2010

2.2 Topographic & Boundary Survey Work November 2010 2.3 30% Design Preparation December 2010 2.4 Hearing before Planning Commission and City Council

To approve Environmental Document and Preliminary Design

Deliverables: Certified Environmental Documents 30% Design

TASK III: Final Design, Plans Specifications and Estimate¹ DATE:

3.1 Complete 95% Design and Technical Specifications January 2011 For City Review; Certify Right of Way & Submit Request for Authorization for Construction to Caltrans for SR2S funding February 2011

3.2 100% Design, with Technical Specs and Engineer's Estimate March 2011 3.3 Complete Contract Documents, ready to advertise for bids

Deliverables: Complete Construction Contract Documents

DATE: **TASK IV: Project Construction**

• 4.1 Advertise for Bids March2011 • 4.2 Award Construction Contract April 2011

May 2011 - August 2011 • 4.3 Construct Improvements

September 2011 • 4.4 Project Closeout

Deliverables: Complete Project with Financial Documentation

¹Combellack Road design and environmental is complete; certain tasks pertain to Thompson Way portion of project only.

² Should the City not be awarded the SR2S grant, the project will proceed to construct a portion of the Thompson Way sidewalks only with a reduced budget of \$110,000.

THOMPSON WAY AND COMBELLACK ROAD SIDEWALK IMPROVEMENT PROJECT

FUNDING REQUEST/BREAKDOWN OF COST

THOMPSON WAY

<u>Task</u>	<u>Description</u>	<u>Cost</u>	SR2S	AQMD Grant Funds	Local Match	<u>In-Kind</u> <u>Funds</u>
1.	Project initiation	\$2,500		\$2,500		
2.	Preliminary Design/ Environmental Document	\$7,500		\$7,500		
3.	Project design	\$15,000		\$10,000		\$5,000- Previous Engineering
4.	Project construction	\$210,000	\$170,000	\$25,000	\$15,000- Developer Contribution	
	Subtotal	\$235,000	\$170,000	\$45,000	\$15,000	\$5,000

COMBELLACK ROAD

1.	Right of Way	\$15,000		\$15,000		,
2.	Project construction	\$150,000	\$120,000	\$30,000		
	Subtotal	\$165,000	\$120,000	\$45,000		
L	TOTAL	\$400,000	\$290,000	\$90,000	\$15,000	\$5,000

THOMPSON WAY SIDEWALK IMPROVEMENT PROJECT

FUNDING SOURCES

The City of Placerville is in the process of submitting a grant application from the State Safe Routes to School (SR2S) program in the amount of \$290,000. Should the City be unsuccessful in obtaining this grant, the project budget will be reduced to \$110,000 and the scope will consequently be reduced to construct only a portion of the Thompson Way sidewalk (from Cedar Ravine Road to the driveway of the Placerville Unified School District administration building).

THOMPSON WAY MATCHING FUNDS

The matching funds for the Thompson Way portion of the project are from the development of a parcel map with frontage on Thompson Way within the area of the proposed sidewalk project. The completion of the sidewalk along the frontage of the subject parcel is a condition of approval of the parcel map, and the developer has agreed to contribute cash towards the completion of this larger project in lieu of constructing improvements only along the frontage of APN 004-011-58. Attached is a letter confirming the developer's commitment to provide that funding.

The proposed in-kind match results from the design work already completed by Larry Patterson, the engineer for the above outlined parcel map project. Mr. Patterson has completed the design for the curb, gutter, sidewalk, and drainage improvements extending from the intersection at Cedar ravine up to the intersection with Edythe court. That design will have to be incorporated into a larger scoped project subject to Public Contract Code requirements, however, Mr. Patterson's design is the basis upon which the larger project will be founded.

SCHEDULE OF DELIVERABLES/MONITORING PROGRAM

Since the scope of this project is to construct sidewalk improvements on Thompson Way from Cedar Ravine to Sierra Elementary School, there is no anticipated monitoring program as part of the City's proposal. The schedule of deliverables is identified within the city's work statement with a preliminary schedule for each of the tasks.

Please note that the proposed schedule anticipates construction commencing in late May or June 2011. This time frame was selected to coincide with the ending of the school term so as to avoid construction interfering with those students that currently walk to school on Thompson Way. It is requested that the AQMD give consideration to the benefits of timing this construction for summer 2011, and provide a waiver to the requirement that all work be completed within one year from the execution of the contract for the grant funding.

CITY OF PLACERVILLE

CONSTRUCTION ESTIMATE THOMPSON WAY SIDEWALKS (AB 2766)

ITEM	ITEM DESCRIPTION	UNIT OF	EST.	UNIT PRICE	TOTAL	
NO.		MEASURE	QUANT.	ONIT PRICE		
1	EARTHWORK	CY	450	\$25.00		
2	4' SIDEWALK	LF	1250	\$23.00		
3	TYPE 2 CURB & GUTTER	LF	1250	\$30.00	\$37,500	
4	ADA RAMP	EA	3	\$1,500.00		
5	COMMERCIAL DRIVEWAY	EA	1	\$4,500.00		
6	AC PATCH PAVING	TON	65	\$200.00		
7	STORM DRAIN INLET, TYPE GO	EA	1	\$2,500.00		
8	12" HDPE	LF	30	\$60.00		
9	RETAINING WALL	SF	1200	\$40.00		
10	STRIPING	SF	200	\$8.00		
11	SIGNS	EA	2	\$400.00	\$800	

SUBTOTAL	\$	154,200
20% CONTINGENCY	\$	30,840
CONSTRUCTION TOTAL		185,040
CONSTRUCTION ENGINEERING, TESTING & INSPECTION	\$_	25,000
TOTAL ESTIMATE		210,040

Use \$ 210,000

CITY OF PLACERVILLE

CONSTRUCTION ESTIMATE COMBELLACK RD SIDEWALKS (AB 2766)

ITEM	ITEM DESCRIPTION	UNIT OF	EST.	UNIT PRICE	TOTAL	
NO.		MEASURE	QUANT.	UNIT PRICE	TOTAL	
1	EARTHWORK	CY	200	\$15.00	\$3,000	
2	4' SIDEWALK	LF	1100	\$23.00	\$25,300	
3	TYPE 2 CURB & GUTTER	LF	1100	\$25.00	\$27,500	
4	ADA RAMP	EA	4	\$1,500.00	\$6,000	
5	CONCRETE V-GUTTER	LF	420	\$18.00	\$7,560	
6	REMOVE DRAIN INLET	EA	1	\$250.00	\$250	
7	DRAIN INLET	EA	3	\$1,000.00	\$3,000	
8	48" STORM DRAIN MANHOLE	EA	1	\$2,200.00	\$2,200	
9	RETAINING WALL	SF	1250	\$35.00	\$43,750	

SUBTOTAL	\$	118,560
10% CONTINGENCY	_\$_	11,856
CONSTRUCTION TOTAL	\$	130,416
CONSTRUCTION ENGINEERING, TESTING & INSPECTION	\$	20,000
TOTAL ESTIMATE	\$	150,416

Use \$ 150,000

PLACERVILLE UNION SCHOOL DISTRICT

1032 THOMPSON WAY PLACERVILLE, CALIFORNIA 95667

> NANCY LYNCH, Ed.D. Superintendent

BOARD OF EDUCATION

Debbie Akin Misty diVittorio Robin Lyons Sean Martin Karen Parker

March 29, 2010

To Whom It May Concern:

This letter is in support of the City of Placerville's application for a grant through the El Dorado County Air-Quality Management District. The purpose of the grant is to construct a sidewalk on Thompson Way between Cedar Ravine and Sierra Elementary School. By installing this sidewalk, students will be able to walk more safely to school.

Thompson Way is the most traveled route to Sierra Elementary School. Students who currently walk to school approach Thompson Way via Main Street, Broadway and Cedar Ravine which all have sidewalks. Thompson Way is a busy street at school start and dismissal times, therefore many parents drive their students to and from school for safety reasons since there is no sidewalk. By installing a sidewalk on Thompson Way, a safer route to school would be established, and we predict more parents would be willing to allow their children to walk to school.

Every year, Placerville Union School District participates in the International Walk to School event in October which supports healthful living and also reduced traffic transporting students to schools. By encouraging our families to walk to school we know that more quality time together builds stronger relationships, supports a healthy life style which translates into their hobbies and sports, and shows them ways to help our environment by reducing car emissions and the amount of traffic on roadways.

Placerville Union School District fully supports the City of Placerville in the grant application to the El Dorado County Air-Quality Management District.

Respectfully,

Nancy Lynch, Ed.D.

Superintendent

ran anne

EDWIN MARKHAM SCHOOL

2800 Moulton Drive Placerville, CA 95667

530-622-0403 - 622-1994 (Voice Mail) - 622-5584 (Fax)



MARKHAM PANTHERS

May 27, 2002

Jeff Crovitz, Public Works Director City of Placerville 487 Main Street Placerville, CA 95667

Dear Mr. Crovitz:

I am in complete support of the "Safe Routes to School (SR2s) Program" for multiple reasons. Edwin Markham School has only one safe walking route to or from our campus. This route exists of one narrow sidewalk, which extends along Canal Street toward the high school. Our students, of course, live in all directions from our campus and therefore, without our consent, choose unsafe routes home. The one safe route is along a street, which supports many cars and trucks especially during the time when children are walking to and from school. Our school is situated in an established older neighborhood and the school itself is over 40 years old.

An additional safe walking path to and from Markham School would be a great benefit to our school. Our students and the traffic along Canal Street would be more easily accommodated with this addition.

I fully support the addition of a safe walking route to and from our campus and applaud the City of Placerville in their efforts to qualify for these funds. Markham School would gratefully enter into a partnership with the City of Placerville to implement this project.

Sincerely,

Carolyn Gilmore

Principal



Mr. Al Nocciolo, *Principal*Mr. Reid Briggs, *Assistant Principal*Mrs. Jodean Harrison, *Assistant Principal*Mr. Greg Himes, *Assistant Principal*

E 530-622-3634 • FAX 530-622-1802 Mrs. Denise DeRosa, *Director of Guidance* Mr. Jim Myers, *Athletic Director* Mrs. Anne Sargent, *Activities Coordinator*

May 22, 2002

To Whom It May Concern:

El Dorado High School staff wishes to express our support for the proposed addition to the sidewalks approaching our campus. Many of our students who are living near our campus walk to school and the extension of sidewalks will provide for a more safe pedestrian access to the school campus. The neighborhood where El Dorado High School is located is older and the streets are narrow. It is important that we provide our students with a safe passage to and from our school.

The neighboring school, Markham Middle School, is another important factor in providing safe passage to and from school. High school-aged drivers, narrow streets, and a concentration of students resulting from neighboring middle and high school student populations have been an on-going concern expressed by parents, students, staff and community members. Increased availability of sidewalks will be an important step in helping to keep students safe.

Every effort to provide for pedestrian safety in and around our school is valuable. The safety of our students and faculty is a high priority. Financial assistance in helping to provide a safe school for over 1,300 students of El Dorado High School would be greatly appreciated, and should the funds be available, it would be money well spent.

Thank you for your consideration, as together, we work to provide safe routes to our schools.

Sincerely,

erry Syhith

El Dorado High School



2828 Easy Street Suite 1 Placerville CA 95667 tel:530.642.5260 fax:530.642.5266 www.edctc.org

March 29, 2010

Randy Pesses, PE
Director of Public Works
City of Placerville
3101 Center Street
Placerville, CA 95667

Dear Mr. Pesses,

The El Dorado County Transportation Commission supports the City of Placerville's application for AB2766 funds for development of sidewalks on Thompson Way. Sierra School is prominently located within the City of Placerville, making it one of the more walkable schools in El Dorado County. Through an effort funded by the Safe Routes to School program, EDCTC completed Walkability and Bikeability audits of the public schools in El Dorado County. Sierra School's walkability score was excellent, receiving nine out of ten possible points. The points were scored based on population density, land use, nearby activity centers, and nearby 'drop zones' for walking school buses. The school is in close proximity to Main Street and adjacent neighborhoods and accessible from all sides, which helps to support its walkability. The sidewalk on Thompson Way was identified as a top priority project for the Placerville Union School District in the Walkability and Bikeability audits document.

Sierra School has further demonstrated its ability to support walking to school through its participation in "Walk to School Day" events over the last six years. Sierra School has consistently had over one hundred students walk to school for each of the annual "Walk to School Day" events.

EDCTC is supportive of efforts that improve and increase non-motorized transportation such as walking to school. We also recognize that school-based congestion can be attributed to as much as 25% of rush hour traffic. As a result, an increase in students walking to school will result in a reduction of traffic and resultant improvements in air quality. Therefore, we support the efforts of the City of Placerville to develop a sidewalk on Thompson Way for Sierra School. We encourage the approval of the City's application for AB2766 funding.

Sincerely,

Executive Director