

**FUNDING AGREEMENT NO.007-DMV-07/08-BOS
WITH EL DORADO IRRIGATION DISTRICT**

This Agreement No. 007-DMV-07/08-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 Irrigation District. (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 Bicycle Storage Containers 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
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2007-2008.

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

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, 2007 through June 30, 2008 unless terminated earlier in accordance with Article 7, Termination.

4. COMPENSATION

AQMD will pay the CONTRACTOR the sum of ONE THOUSAND, EIGHT HUNDRED Dollars (\$1,800) 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 **One Thousand, Eight Hundred Dollars and 00/100 (\$1,800)**.

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 thirty (30) 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.

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 COMPENSATION.

B. Surplus Funds: 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. Closeout Period: 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.

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. AUDITS AND INSPECTIONS

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.

CONTRACTOR shall be subject to the examination and audit of the Auditor General 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 to AQMD shall be in duplicate and addressed as follows:

CONTRACTOR

El Dorado Irrigation District.
2890 Mosquito Road
Placerville, CA 95667
Attn: Ane Deister
General Manager

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.

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. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure section 394.

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 Ane Deister, General Manager or her 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.

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 4-27-07

**Marcella McTaggart
Air Pollution Control Officer**

By: gerri SILVA Dated: May 1, 2007

**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 above written.

**CONTRACTOR
EL DORADO IRRIGATION DISTRICT**

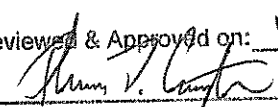
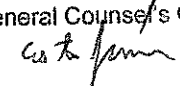
**AQMD
EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT**

Date: 5-21-07

Date: _____

By: 
Ane Deister
General Manager

By: _____
Helen Baumann,
Chair

Reviewed & Approved on: 5/21/07

EID General Counsel's Office


Attest:
Cindy Keck,
Clerk of the Board

Date: _____

By: _____

Exhibit Summary Sheet

Applicant: El Dorado Irrigation District
 Contact Person: Linda McDonald
 Address: 2890 Mosquito Road, Placerville, CA 95667
 Telephone#: (530) 642-4017

This proposal includes the purchase of two hybrid vehicles for a pilot program and three bicycle storage containers. The pilot program for the hybrid vehicles will determine the cost effectiveness of hybrid vehicles vs. regular gas vehicles that are now being used.

Three bicycle storage containers-Creative Pipe Inc. CS2-P Cycle Shed

Project Budget	AB2766 Funds	\$Matching Funds	In-Kind Match	Total Project Costs
Materials	\$1,800.00	\$1,800.00		\$3,600.00
Personnel			\$240.00	\$ 240.00
Other/Maint/Tracking			\$100.00	\$ 100.00
TOTAL				\$3,940.00

Estimated Emission Reductions/Cost-Effectiveness	As Proposed
Useful Life of Projects (years)	1
Total Lifetime Emissions Reduced (lbs of ROG, Nox, PM-10)	2,712.5 418 CAC
Annualized Cost-Effectiveness (total project costs)	\$4.18 10.38 CAC
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$3.85 4.74 CAC

Two Hybrid Vehicles-Toyota Prius Passenger Vehicles

Project Budget	AB2766 Funds	\$Matching Funds	In-Kind Match	Total Project Costs
Materials	\$24,182.63	\$24,182.63		\$48,365.26
Personnel			\$5,000	\$ 5,000.00
Other/Maint			\$5,000	\$ 5,000.00
TOTAL				\$58,365.26

Estimated Emission Reductions/Cost-Effectiveness	As Proposed
Useful Life of Projects (years)	10
Total Lifetime Emissions Reduced (lbs of ROG, Nox, PM-10)	515.80 313 CAC
Annualized Cost-Effectiveness (total project costs)	\$1131.55 \$ 223.92 CAC
Annualized Cost-Effectiveness (AQMD Funded project costs)	\$468.83 \$ 92.78 CAC

REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: El Dorado Irrigation District

- Exhibit Summary Sheet Page 1
- Request for Proposal Contents Checklist Page 2
- Authorization Resolution Page 3
- Project Description & Project Organization/Background Page 4
- Emission Benefits/Cost Effectiveness – Bike Proposal Page 5-7
- Emission Benefits/Cost Effectiveness- Hybrid Proposal Page 8
- Work Statement Page 9
- Funding Request/Cost Breakdown Page 10
- Matching Funds Page 11
- Schedule of Deliveries/Self-Monitoring Program Page 12
- Attachment 1-Quote information for Hybrid Vehicles
- 3 Copies of Proposal

1 RESOLUTION OF THE BOARD OF DIRECTORS OF 2007-013
EL DORADO IRRIGATION DISTRICT
2 APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE MOTOR VEHICLE
3 EMISSION REDUCTION PROJECTS (EL DORADO COUNTY)

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

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

10 WHEREAS, procedures require the applicant to certify by resolution certain
11 information regarding the applicant.

12 NOW THEREFORE, BE IT RESOLVED THAT THE EL DORADO
13 IRRIGATION DISTRICT hereby:

- 14 1. Approves the filing of an application for the El Dorado County Air
15 Quality Management District FY 07/08 Motor Vehicle Emission
16 Reduction Project
- 17 2. Authorizes the General Manager to execute agreements,
18 amendments, and payment requests which may be necessary for
19 the grant proposal.
- 20 3. Identifies Jerry Foote and Linda McDonald as the contact persons
21 for the grant proposal. The mailing address is 2890 Mosquito
22 Road, Placerville, CA 95667, (530) 622-4513.

23 //

24 //

25 //

26 //

The foregoing resolution was introduced at a regular meeting of the Board of Directors of EL DORADO IRRIGATION DISTRICT, held on the 9th day of April 2007, by Director Norris, who moved its adoption. The motion was seconded by Director Wheeldon, and a poll vote taken which stood as follows:

AYES: Norris, Wheeldon, Osborne George

NOES: Fraser

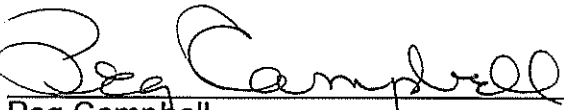
ABSTAIN:

ABSENT:

The motion having a majority of votes "Aye", the resolution was declared to have been adopted, and it was so ordered.


Bill George, President,
Board of Directors of
EL DORADO IRRIGATION DISTRICT

ATTEST:


Peg Campbell,
Clerk to the Board

(SEAL)

I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of the Board of Directors held on 9th day of April 2007.



Peg Campbell,
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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Project Description

This proposal contains two projects, one for two hybrid vehicles and the other for bicycle storage containers.

The first project is a pilot program to compare hybrid vehicles against the existing vehicles used in the vehicle pool. The vehicle pool is used by all EID personnel to attend meetings and conferences. District staff will monitor the cost effectiveness between both types of vehicles. The District is proposing to fund 50% (\$24,182.63) of the costs. Any additional cost associated with these vehicles will be provided by the District. The hybrids will be purchased in 2007. Information will be provided to your agency regarding the cost associated between the hybrid vehicles and the existing vehicles used in the pool. This information will be used to determine if the entire fleet should be replaced with hybrids. The District is in the process of purchasing two hybrid vehicles and this project would allow two more additional hybrid vehicles to be purchased this year to provide additional information regarding the cost effectiveness of the hybrid vehicles.

The second project consists of purchasing three bicycle storage containers (for six bikes) for the El Dorado Hills Wastewater Treatment Facility. The bicycle storage containers would provide a safe place for the bikes to be stored while at work.

Project Organization/Background

El Dorado Irrigation District (EID) is a utility district serving nearly 100,000 residents in northern California's El Dorado County. EID provides drinking water for homes, schools, and businesses, and recycled irrigation water for homes and public landscapes. EID operates a hydroelectric power project that includes dams, reservoirs, and 23 miles of flumes, canals, siphons, and tunnels. Facilities and delivery infrastructure for drinking water include 1,200 miles of pipeline, 40 miles of ditches, 6 treatment plants, 33 storage reservoirs, and 21 pumping stations. EID wastewater treatment system operates 58 lift stations, 300 miles of pipeline, and 5 treatment facilities.

Bicycle Proposal

- Assumptions made are as follows for two persons with a distance of 8 miles:

Project Cost \$1,200
Weekly 1-way elimination of trips: 2 vehicles (1 persons per vehicle), 2 days/week or 8 trips
Weeks in the year = 52
Trip Distance = 8 miles
Project Life = 5 years

Annual Auto Trips reduced: 624 trips/year reduced —
Annual Auto VMT Reduced: 12,792 miles/year

ROG Emission Reduction = 1,085.9 lbs./year
NO_x Emission Reduction = 466.9 lbs./year
PM Emission Reduction = 14.9 lbs./year

Cost Effectiveness of Funding Dollars = \$0.96/lb.

- Assumptions made are as follows for two persons with a distance of 10 miles:

Project Cost \$1,200
Weekly 1-way elimination of trips: 2 vehicles (1 persons per vehicle), 2 days/week or 8 trips
Weeks in the year = 52
Trip Distance = 10 miles
Project Life = 5 years

Annual Auto Trips reduced: 624 trips/year reduced
Annual Auto VMT Reduced: 12,376 miles/year

ROG Emission Reduction = 1,085.5 lbs./year
NO_x Emission Reduction = 466.3 lbs./year
PM Emission Reduction = 14.7 lbs./year

Cost Effectiveness of Funding Dollars = \$0.96/lb.

- Assumptions made are as follows for one persons with a distance of 25 miles:

Project Cost \$1,200
Weekly 1-way elimination of trips: 1 vehicle (1 persons per vehicle), 2 days/week or 4 trips
Weeks in the year = 52
Trip Distance = 25 miles
Project Life = 5 years

Annual Auto Trips reduced: 312 trips/year reduced
Annual Auto VMT Reduced: 4,628 miles/year

ROG Emission Reduction = 541.1 lbs./year
NO_x Emission Reduction = 231.1 lbs./year
PM Emission Reduction = 6.6 lbs./year

Cost Effectiveness of Funding Dollars = \$1.93 /lb.

All calculation as based on:

Emissions Factors for Auto Travel:

	Auto Trip End Factor	Auto VMT Factor
ROG Factor	1.719 grams per trip	0.470 grams per mile
NO _x Factor	0.721	0.602
PM Factor	0.014	0.218

*Note 1-5 year estimate factors are used since project life is 1 year, and "Commuter" auto trip end factors are used since this project reduces commute trips.

$$\text{Capitol Recovery Factor (CRF)} = \frac{(1+i)^n(i)}{(1+i)^n - 1} \quad \text{where } n = \text{project life (5 years)} \\ \text{and } i = \text{discount rate of (3\%)}$$

CRF = 1.25 based on a discount rate of 3% and a project life of 5 years

$$\text{Cost-Effectiveness of Funding Dollars} = \frac{\text{CRF} \times \text{Funding}}{(\text{ROG} + \text{NO}_x + \text{PM})}$$

0.000000G+	
1,313.33 ×	
1.25 =	1.047020 +
1,641.662500 †	1.047020 +
	2.094040G+
1.25 ×	
1,313.13 =	541.100000 +
1,641.412500 †	231.100000 +
	6.600000 +
0.000000G+	778.800000G+
1,035.900000 +	1,641.4125 ÷
466.900000 +	778.80 =
14.900000 +	2.107618 †
1,567.700000G+	
	0.000000G+
1,641.4125 ÷	
1,567.70 =	
1.047020 †	

Cost Calculation for Hybrid vs. Existing Truck

Prius (2)

Weight/For 2	ROG	Nox	Total
14,564	0.16	0.12	0.28

Trucks (2)

Weight for 2	ROG	Nox	Total
11,502	0.48	2.02	2.5

Annual Emission Reduction

$$10,000 \text{ (miles per year)} * 2.5 - 10,000 \text{ (miles per year)} * 0.14 / 454 = 51.58$$

Cost Effectiveness

$$\text{CRF is } 0.12 * \$24,182.63 / \$51.58 = \$468.83$$

$$\text{CRF is } 0.12 * \$58,365.26 / \$51.58 = \$1,131.55$$

Work Statement
Bicycle Storage Containers

Task 1 – Determine who bicycles to and from work on a regular basis.

- Completed

Task 2 – Set up a monitoring system to determine actual commuting days to and from work at the El Dorado Hills Wastewater Treatment Plant for future use.

- May 2007

Task 3 – Determine public acknowledgement that this project was funded by the District utilizing AB2766 DMV surcharge funds. (Web site recognition and/or labels for storage containers)

- At the time grant funds become available

Work Statement
Two Hybrid Vehicles

Task 1 – Obtain quotes for vehicles.

- Completed (see attachment 1)

Task 2 – Set up tracking mechanism for mileage and work

- We have a system that tracks mileage and work performed per vehicle, this will be set up at the time the vehicles are purchased

Task 3 – Public acknowledgement that this project was funded by the District utilizing AB2766 DMV surcharge funds. (Web site recognition and/or some type of label to be used on the vehicle)

- Completed at the time grant funds become available

Funding Request/Cost Breakdown

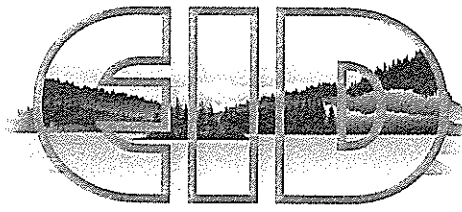
Bicycle Storage

\$1,200/per unit	\$3,600.00 - 50/50 EID/AB2766
Personnel Costs for installation	\$240.00- In-kind match
Maintenance/Tracking/Monitoring Usage	\$100.00- In-kind match

Pirus Hybrid Vehicles

\$24,182.63/each vehicle	\$48,365.26 – 50/50 EID/AB2766
Personnel	\$5,000.00- In-kind match
Maintenance/Tracking Mileage/Repairs	\$5,000.00-In-kind match

The in-kind matches are estimated and the District will assume any additional costs beyond what has been estimated for these projects.



El Dorado Irrigation District

In reply refer to: F0417-4005

April 17, 2007

El Dorado County Air Quality Management District
Kerri Williams
2850 Fairlane Court
Placerville, CA 95667

Subject: Matching Funds for the Hybrid and Bicycle Storage Proposal

Dear Kerri,

This letter is to verify that matching funds for both projects are available for this grant proposal. The District wishes to thank you for considering these proposals. If you need additional information regarding the matching or in-kind costs, please contact me at (530) 642-4140.

Sincerely,
El Dorado Irrigation District

Mark Price
Assistant Director of Finance and Management Services

Cc: File

Schedule of Deliveries/Self-Monitoring Program

Bicycle Storage Containers

Set up procedures to monitor bicycle usage	June, 2007
Provide copy of procedures to EDCAQMD for review and approval.	June, 2007
Purchase containers	July/August, 2007

Hybrid Vehicles

Purchase Vehicles	June/July, 2007
Set up maintenance & mileage tracking	at time of purchase
Provide copy of the District's mileage and maintenance scheduling program.	at time of purchase

License awarded to: Maita Toyota

Qty	Unit	Description	Unit Price	Ext. Total
(2)	EA	2007 Four-door, mid-size Toyota Prius vehicle as specified	\$ 21,990	\$ 43,980
2	sets	Shop manuals	398.00 each	796.00
Mfg.	Toyota	Model PRIUS	Yr of Production 2007	
		STATE SALES TAX @ 1653.38 each		3,306.76
		Exact Transportation Charges, if any\$ 155.00		155.00
		Capture TAX 8.75 each		17.50
		Doc Fee 55.00 each		110.00
		Total Amount Bid		<u>48,365.26</u>

All normal preventative maintenance parts, local stock, or ordered non-stock, needs to be available within 24 hours or one business day. All O.E.M. parts to be available for a minimum of ten years.

At the time of delivery or earlier, one (1) complete set of any required PM (Preventive Maintenance) service parts to be provided for one vehicle or piece of equipment. This includes any auxiliary engine or generator equipment. An example list follows (Bidder will determine final list and submit with Bid package):

Al Penablon
Maita Toyota

- Engine oil filter(s).
- Engine fuel filter(s)
- Engine water filter / conditioner.
- Engine air cleaner filter element(s).
- Transmission fluid filter element(s).
- Any cabin air filter(s).
- Hydraulic system filter(s).
- Power steering system filter(s).
- Accessory drive belt(s).
- Windshield wiper blade(s).

Any O.E.M. special fluid(s) not available aftermarket to be provided by bidder.

Vendor will provide a list of computer software and hardware needed to communicate with the engine components needed to make diagnostic evaluations. Examples: Communicating with engines, transmissions, ABS systems, and other auxiliary equipment.

Bidder shall provide two (2) current sets of the following manuals as applicable for product described in specifications for equipment bid; including any added -on equipment of bodies.
NOTE: IF manuals are available on CD / DVD that is expectable.

Attachment 1



Fax Cover Sheet

Date: 3/20/07

To: Edward

From: Al Rosenbloom

Re: Preis - County Bid

FAX # 530-672-4812

Return Fax # (916) 483-2194

Return Phone # (916) 481-0855 Ext. 629

2 Pages including the cover sheet

ATTENTION FLEET DEPARTMENT: Quote Request # 032007 3 pages
Please submit an informal quote for two (2) Toyota Hybrid Prius passenger vehicles.
Fax to: Edward Ruiz, Buyer I, El Dorado Irrigation District,
Fax # 530-622-4812. Phone # 530-642-4125.
Please include availability of vehicles.

CURRENT PRODUCTION YEAR. Unless otherwise specified herein, all vehicles furnished shall be new and unused and of the current production year. Bids for vehicles of earlier production years, or for vehicles that have been previously used, will be rejected. **The following will be considered current production year: 2007.**

PRE-DELIVERY SERVICES. All pre-delivery services, including the filling of all liquids necessary for operation, shall be made before delivery. Any charges for pre-delivery services must be shown on Bidder's Bid Form. All manufacturer and supplier/dealer warranties shall be provided upon delivery. Vehicles must be equipped with air pollution and exhaust emission control apparatus, meeting current Federal and State of California requirements.

STANDARD EQUIPMENT. All standard equipment, accessories, and safety items offered by the manufacturer for the proposed vehicle must be included in the unit price.

VEHICLE CODE. Vehicles and accessories shall conform to the California Vehicle Code, Department of Transportation and, if applicable, to the Safety Orders of the Division of Industrial Safety and current requirements of the Occupational Safety and Health Administration (OSHA).

EL DORADO IRRIGATION DISTRICT SPECIFICATION

SCOPE:

This Specification is intended to describe two (2) four-door, mid-size Hybrid passenger vehicle(s). Vehicle(s) to be flexible fuel / electric hybrid design. Minimum mileage estimates of combined city/highway miles to be 50 gallons per mile.

REQUIREMENTS:

A. Exceptions or Deviations

Failure on the part of the bidder to comply with the requirements of this specification may subject his bid to rejection. Each exception or deviation must be noted on the Invitation to Bid along with an appropriate explanation. The burden of proof of bidder's compliance with this specification rests with the bidder.

B. General Requirements

The vehicle(s) shall be new (unused) current model year production. All equipment indicated as standard in the manufacturer's published literature shall be included, whether or not it is called for in this specification. Optional equipment necessary to comply with this specification shall also be included.

C. Specific Minimum Requirements:

1. Engine
1.5 L four (4) cylinder. Front wheel drive.
2. Transmission
Electronically Controlled Continuously Variable Transmission to include transmission cooler.
3. Front / Rear Brakes
Power assisted ventilated front disc / rear drum with Anti-lock brake system (ABS) and integrated regenerative braking.
4. Wheels and Tires
Manufacturer's standard wheel. P195/65R15 all Season tires, or equivalent. Five tires including a full size spare
5. Body
 - A. Four-door mid size Hybrid sedan.
 - B. Interior colors Royal Blue or Gray.
 - C. Cloth rear bench seat & bucket seats front.
 - D. Power windows, door locks and mirrors.
 - E. Tilt steering wheel & cruise control.
 - F. Manufacturer's standard AM/FM/CD radio.
 - G. Power point.
 - H. Manufacturer's standard floor covering.
 - I. Include all weather floor mats.
 - J. Over all length 175" maximum.
 - K. Full undercoating.
 - L. Air conditioning.
 - M. Intermittent wipers, rear window wiper / washer / defroster.
 - N. Tinted windshield and glass
6. Paint
White
7. Bumpers
Manufacturer's standard front and rear bumpers.

Qty	Unit	Description	Unit Price	Ext. Total
(2)	EA	2007 Four-door, mid-size Toyota Prius vehicle as specified	\$ _____	\$ _____

Mfg. _____ Model _____ Yr of Production _____

Exact Transportation Charges, if any\$ _____

Total Amount Bid\$ _____

All normal preventative maintenance parts, local stock, or ordered non-stock, needs to be available within 24 hours or one business day. All O.E.M. parts to be available for a minimum of ten years.

At the time of delivery or earlier, one (1) complete set of any required PM (Preventive Maintenance) service parts to be provided for one vehicle or piece of equipment. This includes any auxiliary engine or generator equipment. An example list follows (Bidder will determine final list and submit with Bid package):

- Engine oil filter(s).
- Engine fuel filter(s)
- Engine water filter / conditioner.
- Engine air cleaner filter element(s).
- Transmission fluid filter element(s).
- Any cabin air filter(s).
- Hydraulic system filter(s).
- Power steering system filter(s).
- Accessory drive belt(s).
- Windshield wiper blade(s).

Any O.E.M. special fluid(s) not available aftermarket to be provided by bidder.

Vendor will provide a list of computer software and hardware needed to communicate with the engine components needed to make diagnostic evaluations. Examples: Communicating with engines, transmissions, ABS systems, and other auxiliary equipment.

Bidder shall provide two (2) current sets of shop service manuals.
NOTE: If manuals are available on CD / DVD that is expectable.

Ruiz, Edward

From: Theriault, Karen
Sent: Thursday, March 15, 2007 3:16 PM
To: 'Crain, Carl'
Cc: Ruiz, Edward; Foote, Jerry
Subject: RE: CAPPOLIST: Need Toyota Prius piggyback

Follow Up Flag: Follow up
Flag Status: Red

Carl,
Thank you so much. This information will be a big help!
Karen

-----Original Message-----

From: Crain, Carl [mailto:CrainC@SacCounty.NET]
Sent: Thursday, March 15, 2007 3:13 PM
To: Theriault, Karen
Subject: RE: CAPPOLIST: Need Toyota Prius piggyback

Hi Karen,

I did a bid for Hybrid Vehicles almost 1 year ago. The difficulty was that we needed a total of 60 vehicles. As you may know, a year ago it was difficult to get a total of 60 hybrids within a realistic time period (especially the Honda Civic at that time). For that reason, the RFB allowed for fax bid responses in order to encourage bidders to respond. I sent the RFB to 15 Honda dealers and 20 Toyota dealers around Northern California, and posted it on our County website. I only received 1 bid for the Honda Civic, and 4 bids for the Toyota Prius.

The only Honda bidder would only commit to selling 20 vehicles, with a delivery leadtime spread over 7 months. I ended up splitting the bid among the 3 best Prius bids, based on price and delivery commitment.

This way, we would get all 60 vehicles within 3-4 months, with deliveries beginning within a couple of weeks. It proved to be a successful strategy for us - all 60 Prius were delivered on schedule.

And we paid less than the 2006 State Contract price for the Civic.

Just 2 months ago, our Fleet Department requested an additional 55 hybrid vehicles. The 3 Prius dealers who won the original bid all agreed to hold the same price for the new 2007 Prius, with more equipment than the 2006 we purchased. Because the bid was less than 1 year old, our County policy allowed additional purchases against the same bid. We were able to take delivery of all 55 Prius within less than 6 weeks. And once again, we paid less than the new 2007 State Contract price for the Civic. Attached are copies of the following:

- 1) original RFB #6734
- 2) ~~Excel summary of~~ original bids received
- 3) original fax bids from Maita Toyota, Auburn Toyota, and San Francisco Toyota (2).
- 4) copies of the PO's to each of the 3 above, including the follow-on PO's.

These purchases were in accordance with the County Purchasing Agent's delegation. Therefore, Board of Supervisors approval was not required.

Although the original bid did not contain any specific language addressing the issue, the County of Sacramento has no objection to any other municipalities "piggybacking" onto our bid. Feel free to contact the dealers named on the purchase orders to Maita (Alan Rosenbloom), Auburn (Andy Guerrero), and San Francisco Toyota (Martin Chan). I'm confident that they will honor these prices if you are interested.

Please contact me if you have any questions. Good luck!

Carl Crain
Senior Contract Services Officer
Contract & Purchasing Services

County of Sacramento
(916) 876-6375

-----Original Message-----

From: Crain, Carl
Sent: Wednesday, March 14, 2007 2:17 PM
To: Rader, Craig
Subject: RE: CAPPOLIST: Need Toyota Prius piggyback

Works for us if it works for her. I'll contact her and offer any documentation that she might need.

-----Original Message-----

From: Rader, Craig
Sent: Wednesday, March 14, 2007 2:12 PM
To: Crain, Carl
Subject: FW: CAPPOLIST: Need Toyota Prius piggyback

Can she piggyback off your recent purchase?

Craig Rader
Purchasing Agent
County of Sacramento
Contract & Purchasing Services Division
10545 Armstrong Avenue, Suite 202A
Mather, CA 95655
916-876-6362
Fax 916-854-9061
raderc@saccounty.net

-----Original Message-----

From: cappelist-owner@mail.cappo.org
[mailto:cappelist-owner@mail.cappo.org] On Behalf Of Theriault, Karen
Sent: Wednesday, March 14, 2007 12:06 PM
To: cappelist@mail.cappo.org
Subject: CAPPOLIST: Need Toyota Prius piggyback

-----Original Message-----

Hello, Everyone.

Does anyone know of a piggyback bid for a Toyota Prius?

Karen

Karen Theriault, Esq., C.P.M.
ktheriault@eid.org
El Dorado Irrigation District
Admin & General Services Manager
Ph 530-642-4025

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