

**Funding Agreement No. 012-DMV-06/07-11
With El Dorado County Department of Transportation**

This Agreement No. 012-DMV-06/07-11 made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT AQMD**, a County Air Quality Management AQMD formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and El Dorado County Department of Transportation, (hereinafter referred to as "COUNTY");

WITNESSETH:

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

WHEREAS, AB 2766, codified in California Health and Safety Code section 44223, authorizes AQMD to impose a fee of up to four dollars upon certain registered motor vehicles within the AQMD, and the Governing Board of the AQMD has imposed said fee; and

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

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

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

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

1. PROJECT

COUNTY shall perform all activities and work necessary to complete the Project set forth in the fully described El Dorado Hills / Highway 50 Bicycle / Pedestrian Crossing "Proposal" attached hereto and incorporated herein by this reference. COUNTY agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. COUNTY represents that COUNTY has the expertise necessary to adequately perform the Project specified in said Proposal.

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

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) prepared by the AQMD and dated 2006-2007.

2. PERIOD OF PERFORMANCE/TIMETABLE

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

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

written report prior to the end of Agreement term. Said final report shall be complete and shall document the work performed under this Agreement.

3. COMPENSATION

AQMD will pay the COUNTY the sum of \$34,500.00 as follows:

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

The total obligation of the AQMD under this Agreement **SHALL NOT EXCEED Thirty Four Thousand Five Hundred Dollars and 00/100 (\$34,500.00).**

A. **PAYMENTS:** Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. The services covered under this contract are the same as funded by the Transportation Enhancement (TE) funds outlined in the attached Exhibit. The AQMD shall reimburse COUNTY quarterly, in arrears, after receipt and verification submitted to El Dorado County AQMD, Attention: Marcella McTaggart. Payment shall be made to COUNTY by the AQMD upon submission and approval of the COUNTY'S invoice. Said invoice shall set forth the work completed pursuant to this Agreement.

Upon receipt of proper documentation, and verification that COUNTY has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the

Exhibit Summary Sheet attached hereto, AQMD will issue payment to COUNTY within thirty (30) calendar days of verification.

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

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

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

In no event shall compensation paid by the AQMD to the COUNTY for the performance of all services and activities under this Agreement exceed the amount set forth in paragraph 3 above.

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

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

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be

allocated, the services provided may be modified or this Agreement terminated at any time by giving the COUNTY thirty (30) days prior written notice.

5. INDEPENDENT COUNTY LIABILITY

COUNTY is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of COUNTY'S employees, associates, and subcontractors, in connection with the installation, operation, use and maintenance of **EI Dorado Hills / Highway 50 Bicycle / Pedestrian Crossing**.

6. TERMINATION

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

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

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

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

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, the AQMD shall, subject to paragraph 3, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by COUNTY shall be promptly delivered to the AQMD.

7. 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.

8. INDEMNIFICATION

COUNTY shall defend, indemnify, and hold the AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the COUNTY'S activities and work necessary to complete the **El Dorado Hills / Highway 50 Bicycle / Pedestrian Crossing** unless such claim, loss, damage, injury or death is the result of the sole or active negligence of the AQMD. This duty of COUNTY to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code, Section 2778.

AQMD shall indemnify COUNTY against and hold it harmless from any loss, damage, and

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

9. AUDITS AND INSPECTIONS

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

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

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

10. 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:

COUNTY

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

AQMD

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

11. TIME IS OF THE ESSENCE

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

12. COMPLIANCE WITH APPLICABLE LAWS

COUNTY will comply with all federal, State, and local laws and ordinances which are or may be applicable to the **El Dorado Hills / Highway 50 Bicycle / Pedestrian Crossing** to be undertaken by the COUNTY including but not limited to California Health and Safety Code sections 44220 et seq, all Air Resources Board and AQMD criteria there under, prevailing wage and work day definitions where applicable, contracting license requirements and permits.

13. 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.

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

15. 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.

16. AGREEMENT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Marcella McTaggart, Air Pollution Control Officer. The COUNTY Officer or employee with responsibility for administration of this agreement is Richard Shepard, Department of Transportation Director.


17. 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.

18. 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: 11-15-06

**Marcella McTaggart
Air Pollution Control Officer**

By:  Dated: November 9, 2006

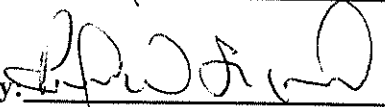
**Gerri Silva, M.S., R.E.H.S
Interim Director, El Dorado County Environmental Management Dept.**

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

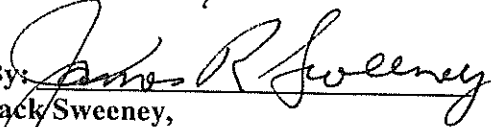
COUNTY
EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION

AQMD
EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT

Date: 11/20/06

By: 
Richard Shepard
Director of Transportation

Date: 12/12/06

By: 
Jack Sweeney,
Chairman

Attest:
Cindy Keck,
Clerk of the Board

Date: 12/12/06

By: 
Deputy Clerk

PROPOSAL

AGREEMENT NO. 012-DMV-06/07-11

Exhibit Summary Sheet (Cover)**RECEIVED**

Applicant: El Dorado County Department of Transportation
 Contact Person: Anne Novotny, Senior Planner
 Mailing Address: 4950 Hillsdale Circle, El Dorado Hills 95762
 E-mail Address: anovotny@edcgov.us
 Phone/Fax #: (916) 358-3545, (916) 941-8910
 Project Title: El Dorado Hills Grade-Separated Bicycle/Pedestrian Crossing of US Highway 50

AUG 20 2006

AQMD

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Other	\$ 34,500 (TE Local Match)	\$ 200,000 (TE) \$ (20,000)* (TE) \$ 408,899 (U-RSTP) \$ 2,471,601 (TIM Fees)	\$	\$
TOTAL	\$ 34,500	\$ 3,060,500	\$	\$ 3,095,000

*The TE fund includes 10% or \$20,000 withheld by Caltrans for quality assurance oversight.

Alternative Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Other	\$ 34,500 (TE Local Match) \$ 20,000 (Caltrans 10% TE withholding)	\$ 180,000 (TE) \$ 408,899 (U-RSTP) \$2,451,601 (TIM Fees)	\$	\$
TOTAL	\$ 54,500	\$ 3,040,500	\$	\$ 3,095,000

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) = (57 + 39 + 18) = 114 per year = 114 * 20 years = 2,280	2,280	2,280
Cost-Effectiveness (total project costs divided by emissions = \$/lb. = \$3,095,000 / 2,280 = \$1,357.46 / lb.	\$1,357.46 / lb.	\$1,357.46 / lb.
Cost-Effectiveness (AQMD Funded project costs divided by emissions = \$/lb) = \$34,500 / 2,280 = \$15.13 / lb. Alternate Funding Level = \$54,500 / 2,280 = \$23.90 / lb.	\$15.13 / lb.	\$23.90 / lb.
Cost-Effectiveness (AQMD Funded project costs * Capital Recovery Factor divided by emissions) *Calculations are on page 11	\$21.18 / lb.	\$33.46 / lb.

Brief Project Description:

This proposal is for the local match of federal Transportation Enhancements (TE) funding for a new grade-separated bicycle and pedestrian crossing of US Highway 50 east of the El Dorado Hills Boulevard interchange. This bicycle facility is needed to improve safety for bicyclists and pedestrians by providing an alternative route that avoids the complex, high volume traffic conditions in the interchange area. This crossing will provide bicycle and pedestrian connectivity between the activity centers north (Raley's Center) and south (El Dorado Hills Town Center) of US 50. Bicycle and pedestrian facilities at the adjacent El Dorado Hills Boulevard interchange can then be modified such that bicycle and pedestrian traffic is diverted to the new crossing.

Request for Proposal Contents Checklist

Use the checklist sheet to ensure that all of the appropriate contents of the proposal have been included. The checklist shall be page 2 of your proposal.

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

Please complete and attach this checklist with your application.

- Exhibit Summary Sheet (Cover) – page 1
 - Request for Proposal Contents Checklist (Second Page) – page 2
 - Authorization Letter – page 3
 - Resolutions – pages 4 – 7
 - Project Description – page 8
 - Project Organization/Background – page 9
 - Emission Benefits/Cost Effectiveness – pages 10 and 11
 - Work Statement – page 12
 - Funding Request/Cost Breakdown – page 13
 - Matching Funds – page 13
 - Schedule of Deliveries/Self-Monitoring Program – page 17
 - Local TPA Review (When Applicable) – N/A (EDCTC Resolutions on pages 4 -7)
 - 3 Copies of Proposal
-
- ✓ Proposals may be no longer than twenty (20), 8-1/2" x 11" pages. The Exhibit Summary, Request for Proposal Content Checklist, Authorization Letter/Resolution, and Technical Appendices are not considered to be part of the proposal.
 - ✓ All grant recipients must provide some type of public acknowledgment that their project was funded by the District utilizing AB2766 DMV Surcharge Funds. How this is accomplished will vary by project (e.g. logo/placard on equipment, include acknowledgment in a public education address or pamphlets, etc.), and must be addressed in the proposal. (see page 12)
 - ✓ The proposal must include all required information, letters of support, and technical appendices.

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



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

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

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

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



August 17, 2006

Kerri Williams
EDCAQMD
2850 Fairlane Court
Placerville, CA 95667

RE: AB2766 Grant Application – FY2006/07
El Dorado County Department of Transportation

Dear Ms. Williams,

I hereby authorize Anne Novotny, Senior Planner, to submit a grant application for FY2006-07 AB2766 DMV Surcharge funds for the El Dorado Hills Grade-Separated Bicycle and Pedestrian Crossing of U.S. Highway 50 project.

The Department successfully applied for Federal Transportation Enhancements (TE) funds and this grant would be the local funding match of \$34,500. If additional AB2766 DMV Surcharge funding is available, we are requesting an alternative amount of \$54,500 which includes the 10 percent of the \$200,000 TE funds withheld by Caltrans for quality assurance oversight. If this grant is awarded, it will aid in the reduction of vehicle emissions by providing residents an alternative transportation option to travel between the Raley's Center and the El Dorado Hills Town Center by bicycling or walking instead of driving. It will also provide commuters with an emission-free alternative to driving to the El Dorado Hills park-and-ride lot that is equipped with secure bicycle lockers, and is utilized by El Dorado Transit and several vanpools.

Thank you for your consideration of this application. If you have any questions, please contact Anne Novotny by phone at (916) 358-3545, e-mail at anovotny@edcgov.us or by postal mail at 4950 Hillside Circle, El Dorado Hills, CA 95762.

Sincerely,

Richard W. Shepard, P.E.
Director of Transportation

EDCTC Resolution 05/06.02, Sept. 1, 2005



550 Main Street Suite C Placerville CA 95667 tel:530.642.5260 fax:530.642.5266 www.edctc.org

RESOLUTION 05/06.02

**RESOLUTION APPROVING PROJECTS TO BE FUNDED WITH
TRANSPORTATION ENHANCEMENTS FUNDS
AND FFY 04 AND FFY 05
URBAN REGIONAL SURFACE TRANSPORTATION PROGRAM
AND CONGESTION MITIGATION AND AIR QUALITY FUNDS**

WHEREAS, the El Dorado County Transportation Commission (EDCTC) is the responsible agency for transportation planning for the western slope of El Dorado County; and

WHEREAS, it is the responsibility of EDCTC, under the provisions of the Memorandum of Understanding with the Sacramento Area Council of Governments (SACOG), to submit projects to be funded with Urban Regional Surface Transportation Program (RSTP), Congestion Mitigation and Air Quality (CMAQ) and Transportation Enhancements (TE) funds; and

WHEREAS, SACOG has provided an estimate of Federal Fiscal Year (FFY) 2004 and FFY 2005 Urban RSTP and CMAQ funds available for programming in the EDCTC region; and

WHEREAS, EDCTC has reserved TE funds in the 2004 State Transportation Improvement Program for programming in the EDCTC region; and

WHEREAS, SACOG has requested that EDCTC contribute FFY 2005 CMAQ funds to the following programs:

- Regional Transportation Demand Management (TDM) - \$41,400
- Sacramento Emergency Clean Air and Transportation (SECAT) - \$213,668
- Spare the Air - \$61,971; and

WHEREAS, SACOG has applied a 1% administrative fee of \$21,450 against FFY 05 CMAQ funds; and

WHEREAS, the City of Placerville and the County of El Dorado have proposed projects to be funded with available Urban RSTP, CMAQ and TE funds.

NOW THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission approves a contribution to the SACOG Regional TDM, SECAT and Spare the Air programs, in the total amount of \$317,039 plus a 1% administrative fee of \$21,450 from FFY 2005 CMAQ,

(continued)

RESOLUTION 05/06.02
(page 2)

RESOLUTION APPROVING PROJECTS TO BE FUNDED WITH
TRANSPORTATION ENHANCEMENTS FUNDS
AND FFY 04 AND FFY 05
URBAN REGIONAL SURFACE TRANSPORTATION PROGRAM
AND CONGESTION MITIGATION AND AIR QUALITY FUNDS

and approves the following projects to be funded from reserved TE funds and FFY 04 and FFY 05 Urban RSTP and CMAQ:

El Dorado County Department of Transportation (DOT)	Highway 50 High Occupancy Vehicle Lanes El Dorado Hills Blvd./Latrobe Road interchange to the Base of Bass Lake Grade	CMAQ \$3,951,511
El Dorado County General Services/City of Placerville	Class I Bike Path on the Sacramento-Placerville Transportation Corridor from Ray Lawyer Drive to Missouri Flat Road	TE \$1,039,550
El Dorado County DOT	Preliminary Design for a Bicycle/Pedestrian Overcrossing of Highway 50 in El Dorado Hills	TE \$200,000
El Dorado County DOT	Roadway Surface Treatment in El Dorado Hills	Urban RSTP \$317,900

BE IT FURTHER RESOLVED, that these projects shall be submitted to SACOG for amendment into the 2005/07 MTIP.

PASSED AND APPROVED, by the El Dorado County Transportation Commission governing body at the regular meeting held on September 1, 2005, by the following vote:

AYES: *Arana, Baumann, Colwin, Dwyer, Edwards, Washburn*
NOES: *None*
ABSTAIN: *None*
ABSENT: *None*


Marian Washburn, Chairperson

Attest:


Cynthia Hayden, Secretary to the Commission

EDCTC Resolution 05/06.16b Modified, Feb. 2, 2006



550 Main Street Suite C | Placerville CA 95667 | tel:530.642.5260 | fax:530.642.5266 | www.edctc.org

Councilmembers Representing City of Placerville | Supervisors Representing El Dorado County
 Mark Acuna, Vice Chair | Rusty Dupray, Chair
 Robby Cohn | Helen Baumann
 Marlan Washburn | Jack Sweeney
 Kathryn Mathews, Executive Director

RESOLUTION 05/06.16b Modified

RESOLUTION APPROVING PROJECTS TO BE FUNDED WITH TRANSPORTATION ENHANCEMENTS FUNDS AND FFY 05/06 AND FFY 06/07 URBAN REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDS

WHEREAS, the El Dorado County Transportation Commission (EDCTC) is the responsible agency for transportation planning for the western slope of El Dorado County; and

WHEREAS, it is the responsibility of EDCTC, under the provisions of the Memorandum of Understanding with the Sacramento Area Council of Governments (SACOG), to submit projects to be funded with Urban Regional Surface Transportation Program (RSTP), and Transportation Enhancements (TE) funds; and

WHEREAS, SACOG has provided an estimate of Federal Fiscal Year (FFY) 2005/06 and FFY 2006/07 Urban RSTP funds available for programming in the EDCTC region; and

WHEREAS, EDCTC has reserved TE funds in the 2004 State Transportation Improvement Program for programming in the EDCTC region; and

WHEREAS, SACOG has applied a 1% administrative fee of \$4,130 against FFY 2005/06 and 2006/07 Urban RSTP funds; and

WHEREAS, the County of El Dorado has proposed projects to be funded with available Urban RSTP, and TE funds.

NOW THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission:

- 1) Approves a 1% contribution the SACOG for an administrative fee of \$4,130 from FFY 2005/06 and 2006/07 Urban RSTP funds; and
- 2) Approves the following projects to be funded from reserved TE funds and FFY 05/06 and FFY 06/07 Urban RSTP funds:

El Dorado County General Services	Class 1 Bike Path Michigan/California Corridor Walkabout Way to Los Trampas Drive	TE \$225,000
El Dorado County DOT	Northside School Bike Path and Bike Lane Project	TE \$275,450
El Dorado County DOT	Bicycle/Pedestrian Overcrossing of Highway 50 in El Dorado Hills	URBAN RSTP \$408,899

BE IT FURTHER RESOLVED, that these projects shall be submitted to SACOG for amendment into the 2005/07 MTIP.

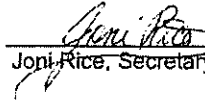
PASSED AND APPROVED, by the El Dorado County Transportation Commission governing body at the regular meeting held on February 2, 2006, by the following vote:

- AYES: Acuna, Baumann, Dupray, Hagen, Sweeney, Washburn
- NOES: None
- ABSTAIN: None
- ABSENT: None



Rusty Dupray, Chairperson
El Dorado County Transportation Commission

Attest:



Joni Rice, Secretary to the Commission

Project Description

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

The El Dorado County Department of Transportation (DOT) is planning to complete preliminary design, environmental review and PS&E for an above-grade bicycle and pedestrian crossing of US Highway 50 (US 50) just east of the El Dorado Hills Boulevard interchange. This bicycle facility is needed to improve safety for bicyclists and pedestrians by providing an alternative route that avoids the complex, high volume traffic conditions in the interchange area. This crossing will provide bicycle and pedestrian connectivity between the activity centers north (Raley's Center) and south (El Dorado Hills Town Center) of US 50. This project is included as a high priority, tier I project within the County's adopted *Bicycle Transportation Plan* that was a collaborative planning effort with the El Dorado Hills Community Services District, the El Dorado County Transportation Commission and public participation and support.

This above-grade crossing will divert bicycle and pedestrian traffic from the El Dorado Hills Boulevard undercrossing and allow for a better configuration for traffic flow through the interchange. Along with the operational improvements, the addition of this above-grade crossing will reduce the required length of the new US 50 crossings over El Dorado Hills Boulevard by eliminating the sidewalk and bike lane. The reduced size of the interchange structures will save about a million dollars in construction costs for the roadway undercrossings. It is anticipated that the overcrossing structure will provide 12 feet of "clear" space for bicycle and pedestrian use. All construction will be entirely within State of California (Caltrans) right of way. Some right of way will need to be acquired and transferred to the State. The project and timing of construction will be coordinated with the phased reconstruction of the complete interchange.

Project Organization/Background

Provide a very brief description (one page or less: no resumes) of your organization, its need for AB2766 DMV Surcharge Funding for the proposal and its qualifications to successfully carry out the proposed project.

The EDCDOT is committed to delivering transportation projects that improve traffic circulation and mobility within the County. The existing El Dorado Hills Boulevard interchange at US 50 is a significant barrier to bicycle and pedestrian travel. The interchange is currently being redesigned and will be reconstructed to improve traffic operations. Included in this project is the design and construction of a grade-separated bicycle and pedestrian crossing of US 50. This project is included as a high priority, tier I project within the County's adopted *Bicycle Transportation Plan* that was a collaborative planning effort with public participation. This project will be built within the boundaries of the El Dorado Hills Community Services District (EDHCS), and the EDHCS is very supportive of this specific project, especially as it relates to improving bicycle mobility within its jurisdictional area.

The EDCDOT recognized the importance of bicycle and pedestrian mobility, particularly in more urbanize areas of the County such as El Dorado Hills, and is committed to providing this new bicycle facility. The AB2766 DMV Surcharge Funding requested in this proposal is needed to ensure that this emission-free alternative transportation option is successfully completed.

Please indicate if your agency has successfully completed a similar project.

The EDCDOT has successfully designed and constructed a grade-separated bicycle and pedestrian crossing of US 50 in the Placerville area just east of the city limit.

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

Quincy Engineering, Inc. will be used as the prime consulting engineer for the preliminary design, environmental clearance, and final design of the bicycle and pedestrian overcrossing. Their staff includes over 20 registered engineers. All of their senior staff have more than 15 years of experience, and many are former Caltrans highway or bridge engineers with extensive knowledge and experience with Caltrans, FHWA, and local agency policies, procedures and practices. Other sub-consultants (i.e. geotechnical engineers) will be used as necessary to complete the work. These sub-consultants will have extensive experience in their respective fields that relates to bridge design and construction.

Emission Benefits/Cost Effectiveness

Bicycle Facilities

Project definition: The El Dorado Hills Grade-Separated Bicycle and Pedestrian Crossing of US Highway 50 is defined as a Class 1 Bicycle Path that is targeted to reduce commute and other non-recreational auto travel. Class 1 facilities are paths that are physically separated from motor vehicle traffic. The construction of this proposed Class 1 Bike Path will meet Caltrans' standards.

How emissions are reduced: Emission reductions will result from the decrease in emissions associated with auto trips replaced by bicycle/walking trips for commute or other non-recreational purposes.

Inputs to Calculate Cost Effectiveness:

Inputs	Default	Units	Comments
Funding Dollars (Funding)	\$34,500	Dollars	TE Local Match
Funding Dollars (Alternative)	\$54,500	Dollars	TE Local Match plus Caltrans 10% TE Withholding
Effectiveness Period (Life)	20	Years	Life - Class 1 projects
No. of Operating Days (D)	200	Days of use/year	Mid-March through Early Oct
Average length of bicycle trips	1.8	Miles per trip (one direction)	Default is based on the National Personal Transportation Survey Estimate
Annual Average Daily Traffic (ADT)	30,000	Trips per day	Two-way traffic volumes on roadway parallel to bike project.
Adjustment (A) on ADT for auto trips replaced by bike trips from the bike facility.	.0014		Default is from the Adjustment Factors table for Class 1 (bike path), ADT between 12,000 and 24,000 vehicles per day, Length of Bike Project ≤ 1 mile, and Non-university town pop. is ≤ 250,000
Credit (C) for Activity Centers near the project.	.002		Default is from Activity Centers Credits table for More than 3 but less than 7 activity centers within 1/4 mile.

Emission Factor Inputs for Auto Travel (From Table 3 for a 16–20 year Project Life):

Factor	Default Auto Trip End Factor	Units	Default Auto VMT Factor	Units
ROG	0.866	grams/trip	0.229	grams/mile
NOx	0.387	grams/trip	0.269	grams/mile
PM10	0.016	grams/trip	0.219	grams/mile

Source: *Methods to Find the Cost-Effectiveness of Funding Air Quality Projects, May 2005, Table 3, pg. 50*

Emission Benefits/Cost Effectiveness

Calculations:

$$\begin{aligned}
 \text{Annual Auto Trip Reduced} &= (D) * (ADT) * (A + C) \text{ trips/year} \\
 &= (200) * (30,000) * (0.0014 + 0.002) \\
 &= 20,400
 \end{aligned}$$

$$\begin{aligned}
 \text{Annual Auto VMT Reduced} &= (\text{Auto Trips}) * (L) \text{ miles/year} \\
 &= (20,400) * (1.8) \\
 &= 36,720
 \end{aligned}$$

$$\begin{aligned}
 &\text{Annual Emission Reductions (ROG, NOx, and PM10) in lbs./year} \\
 &= [(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) + (\text{Annual Auto VMT Reduced}) \\
 & * (\text{Auto VMT Factor})] / 454
 \end{aligned}$$

$$\text{ROG: } [(20,400 * 0.866) + (36,720 * 0.229)] / 454 = 57 \text{ lbs. per year}$$

$$\text{NOx: } [(20,400 * 0.387) + (36,720 * 0.269)] / 454 = 39 \text{ lbs. per year}$$

$$\text{PM10: } [(20,400 * 0.016) + (36,720 * 0.219)] / 454 = 18 \text{ lbs. per year}$$

$$\begin{aligned}
 \text{Capital Recovery Factor (CRF)} &= \frac{(1+i)^n (i)}{(1+i)^n - 1} = \frac{(1+0.03)^{20} (0.03)}{(1+0.03)^{20} - 1} = 0.07 \\
 &\text{(From Table 8)} \\
 &\text{Where } n = \text{project life (20 years)} \\
 &\text{Where: } i = \text{discount rate (assume 3\%)}
 \end{aligned}$$

$$\begin{aligned}
 \text{Cost-Effectiveness of Funding Dollars} &= (\text{CRF} * \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10}) \\
 \text{(As Proposed)} &= (0.07 * \$34,500) / (57 + 39 + 18) \\
 &= \$21.18 \text{ dollars per lb.}
 \end{aligned}$$

$$\begin{aligned}
 \text{Cost-Effectiveness of Funding Dollars} &= (\text{CRF} * \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10}) \\
 \text{(Alternative)} &= (0.07 * \$54,500) / (57 + 39 + 18) \\
 &= \$33.46 \text{ dollars per lb.}
 \end{aligned}$$

Work Statement

Describe separately each phase of the work to be performed.

The project will entail the following phases: preliminary design, environmental clearance, final design, and construction. This grant request is for the preliminary design, environmental clearance and final design phases of the project only and does not include construction.

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

Preliminary design will include determining geometric layout, delineation of right of way, bridge type selection, and cost estimates. Environmental clearance will include performing environmental studies, developing environmental documents per CEQA/NEPA, and obtaining approval of the project. Final design includes obtaining right of way and development of construction plans, specifications and a cost estimate. Construction includes publicly bidding, awarding and constructing the bicycle and pedestrian overcrossing.

State the sequence of work activities, including a starting date, this date should not be sooner than the contract execution date between the District and Grantee, and a completion date within one year of executed contract.

Preliminary geometric layout work has started as part of the preliminary design of the overall El Dorado Hills Boulevard/US Hwy 50 Interchange project. Development of approved geometric plans, delineation of right of way, and the start of environmental studies for the bicycle and pedestrian overcrossing is anticipated to start in fall of 2006. Work on the final design plans, specifications and cost estimate is anticipated to start in winter of 2007 and be completed by winter of 2008. Construction is planned for summer of 2008.

Include all relevant information regarding the technology involved, and the parties directly connected with the project.

The technology used is typical transportation engineering, structural engineering, and construction. The project involves the El Dorado County DOT, Caltrans, engineering consultant Quincy Engineering, and other sub-consultants as needed to complete the work.

All grant recipients must provide some type of public acknowledgment that their project was funded by the District utilizing AB2766 DMV Surcharge Funds. How will this be accomplished for this project (e.g. logo/placard on equipment, include acknowledgment in a public education address or pamphlets, etc.)?

A placard acknowledging that this project was partially funded with AB2766 DMV Surcharge Funds will be displayed at both entrance points to the El Dorado Hills grade-separated bicycle and pedestrian crossing of US Highway 50. In addition, acknowledgments will be included in press releases and publicity packets distributed at groundbreaking and ribbon cutting ceremonies.

Funding Request/Cost Breakdown/Matching Funds

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

This proposal is requesting \$34,500 which is the local match for the Federal Transportation Enhancements (TE) funding that was awarded for the El Dorado Hills Grade-Separated Bicycle/Pedestrian Crossing of US Highway 50 project. If additional AB2766 DMV Surcharge funding is available, we are requesting an alternative amount of \$54,500 which includes the 10 percent of the \$200,000 TE funds withheld by Caltrans for quality assurance oversight.

The following table details the total estimated project costs, broken down by task and fiscal year. The second table identifies the revenue sources by fiscal year.

Cost Estimates by Task (as of 07/05/2006)

Task	FY 06/07	FY 07/08	Total
Planning/Environmental	\$ 110,000	\$ 0	\$ 110,000
Design Engineering & Admin.	\$ 200,000	\$ 30,000	\$ 230,000
Right of Way	\$ 55,000	\$ 0	\$ 55,000
Direct Construction Costs	\$ 0	\$ 2,350,000	\$ 2,350,000
Construction/Engineering & Admin.	\$ 0	\$ 350,000	\$ 350,000
Total Estimated Project Costs	\$365,000	\$2,730,000	\$3,095,000

Revenue Source (as of 07/05/2006)

	FY 06/07	FY 07/08	Total
AB2766 DMV Surcharge funds requested	\$ 34,500	\$ 0	\$ 0
Matching Funds (Federal TE)	\$ 180,000	\$ 0	\$ 0
Other Funds			
2004 GP El Dorado Hills TIM	\$ 58,000	\$ 1,160,551	\$ 0
2004 GP Hwy 50 TIM	\$ 92,500	\$ 1,160,550	\$ 0
Urban - RSTP	\$ 0	\$ 408,899	\$ 0
Total Revenue	\$ 365,000	\$ 2,730,000	\$3,095,000

Matching Funds

The matching funds are monetary and are currently available as noted in the El Dorado County Transportation Commission (EDCTC) Resolutions 05/06.02 and 05/06.16b (see pages 4 - 7).



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APPLICATION FORM

Federal Fund Sources

URBAN REGIONAL SURFACE TRANSPORTATION PROGRAM (URBAN RSTP) CONGESTION MITIGATION AND AIR QUALITY PROGRAM (CMAQ) TRANSPORTATION ENHANCEMENTS (TE)

PROJECT TITLE: El Dorado Hills Grade-Separated Bicycle/Pedestrian Crossing of US Highway 50

PROJECT APPLICANT: El Dorado County Department of Transportation
(Agency Name & Address) 2850 Fairlane Court
Placerville, CA 95667

CONTACT PERSON: Sue Lee or Russ Nygaard
(Name, address, phone, e-mail) El Dorado County Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Phone: 530.621.5900 Email: slee@co.el-dorado.ca.us
or rnygaard@co.el-dorado.ca.us

BRIEF DESCRIPTION OF PROJECT: Describe the work that would be funded under the proposed project. Include the land, equipment or facilities to be acquired or constructed as part of the project. Attach map, schematic, photos or additional narrative needed to adequately describe the project.

The County is proposing to complete preliminary design, environmental review, and PS&E for an above-grade bicycle and pedestrian crossing of US Highway 50 (US 50) just east of the El Dorado Hills Boulevard interchange (Attachment A). This crossing would provide bicycle and pedestrian connectivity between two activity centers (the Raley's shopping center and Town Center East). The Department anticipates that bicycle and pedestrian facilities at the adjacent El Dorado Hills Boulevard interchange could then be modified such that bicycle and pedestrian traffic is diverted to the new crossing. This would allow bicyclists and pedestrians to avoid the complex, high volume traffic conditions in the interchange area.

It is anticipated that the overcrossing structure will provide 12 feet of "clear" space for bicycle and pedestrian use. All construction will be entirely within existing County right of way. The second page of Attachment A shows the preliminary project detail (subject to change as design progresses).

The County intends to seek (additional) funding for construction of the crossing through subsequent funding opportunities, such as Congestion Mitigation and Air Quality program and Bicycle Lane Account offerings.

ENVIRONMENTAL CLEARANCE FOR PROJECT: (check type and status)

FEDERAL CLEARANCE (NEPA):

- Categorical Exemption
- Environmental Assessment
- Finding of No Significant Impact (FONSI)
- Environmental Impact Statement

- Statutory/Categorical Exemption
- Initial Study
- Negative Declaration OR
- Environmental Impact Report
(Possible supplement to the existing EIR/EA for the interchange; actual document type TBD)

STATE CLEARANCE (CEQA):

STATUS:

- Complete
- In Progress
- Not Started

Anticipated Completion Date: January 2006

Name of Lead Agency: El Dorado County

FUNDING TYPE REQUESTED: (check one)

Minimum Federal Funding request is \$200,000

- URBAN RSTP
- CMAQ
- TE

COSTS (in FY 2005/06 dollars)

Local Funds	\$ 34,500 (14.7% total project cost)
Other Funds (Specify)	\$ 0
State or Federal Funds Requested	\$ 200,000 (85.3% total project cost)
Total Project Cost	\$ 234,500

Project Summary

Project Title: El Dorado Hills Blvd Interchange Pedestrian Overcrossing
Project Number: GP122
Responsible: Transportation & Systems/Planning
Project Location: El Dorado Hills Boulevard at US 50

Detailed

Pedestrian overcrossing over US 50 just east of El Dorado Hills Boulevard interchange. Part of the reconstruction of the interchange, this crossing will divert pedestrian and bicycle traffic from the complex, high volume roadway traffic in the interchange and allow for a better configuration for traffic through the interchange. Along with the operational improvements, the addition of this overcrossing reduces the required length of the new US 50 crossings over El Dorado Hills Blvd by eliminating the sidewalk and bike lane. The reduced size of the interchange structures saves nearly a million dollars in construction costs for the roadway undercrossings. This crossing also provides pedestrian and bicycle connectivity between the activity centers north and south of US 50. The project and timing of construction to be coordinated with the phased reconstruction of the complete interchange.

Justification:

Needed to improve operations of the interchange and safety for pedestrians and bicyclists. Analysis indicates the separate pedestrian overcrossing reduces the scope of the interchange improvements, resulting in a savings of over \$900,000 and making it advantageous to invest in the crossing from the RIF.

Project Type: Pedestrian Way and Bike Path
Category: Pedestrian Way and Bike Path
Complexity: Medium
Complexity: New structure over existing highway
Status: Programmed, Unassigned
Cost Estimate: Gross Programmatic Level

Programming Summary (20 Year Program)

Cost Estimate by Task	Prior	5 Year C.I.P.					Future	Total
		06/07	07/08	08/09	09/10	10/11		
Planning/Environmental	\$0	\$110,000	\$0	\$0	\$0	\$0	\$0	\$110,000
Design Engineering & Admin	\$0	\$200,000	\$30,000	\$0	\$0	\$0	\$0	\$230,000
Right of Way	\$0	\$55,000	\$0	\$0	\$0	\$0	\$0	\$55,000
Direct Construction Costs	\$0	\$0	\$2,350,000	\$0	\$0	\$0	\$0	\$2,350,000
Construction/Engineering & \$350,000	Admin	\$0	\$0	\$350,000	\$0	\$0	\$0	\$0
Totals	\$0	\$365,000	\$2,730,000	\$0	\$0	\$0	\$0	\$3,095,000

Revenue Source

2004 GP El Dorado Hills TIM	\$0	\$92,500	\$1,160,551	\$0	\$0	\$0	\$0	\$1,253,051
2004 GP Hwy 50 TIM	\$0	\$92,500	\$1,160,550	\$0	\$0	\$0	\$0	\$1,253,050
Regional Surface Transportation								
Program Federal Funds-Urban	\$0	\$0	\$408,899	\$0	\$0	\$0	\$0	\$408,899
Transportation Enhancement Program	\$0	\$180,000	\$0	\$0	\$0	\$0	\$0	\$180,000
Totals	\$0	\$365,000	\$2,730,000	\$0	\$0	\$0	\$0	\$3,095,000

Source: CIP Database, Updated Draft: 07/05/2006

Schedule of Deliverables/Self-Monitoring Program

Provide a list of all work products or deliverable items and their anticipated dates of delivery.

Work Products/Deliverables	Delivery Date
1. Project Study Report (or PSR Equivalent).....	FY 06/07
2. Begin Environmental Studies	FY 06/07
3. Draft/Final Environmental Documents.....	FY 06/07
4. Begin Design Engineering.....	FY 06/07
5. Plans, Specifications and Estimates.....	FY 07/08
6. Start Right-of-Way Acquisition.....	FY 07/08
7. Right-of-Way Certification.....	FY 07/08
8. Ready to Advertise.....	FY 07/08
9. Start Construction or Award Contract	FY 08/09
10. Project Complete or Open for Use.....	FY 09/10

This grant request is for the preliminary design, environmental clearance and final design phases of the project only (Tasks 1 through 8) and does not include the construction phase (Tasks 9 and 10).

Self-Monitoring Program

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

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