

**FUNDING AGREEMENT NO. 003-DMV-07/08-BOS  
WITH EL DORADO COUNTY DEPARTMENT OF GENERAL SERVICES...**

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**This Agreement No. 003-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 COUNTY DEPARTMENT OF GENERAL SERVICES**, a political subdivision of the State of California (hereinafter referred to as "COUNTY");

**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**, 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 El Dorado Trail (Walk About Way to Las Trampas Drive) Project set forth in the fully described "Proposal" attached hereto as Exhibit A and incorporated herein by this reference. COUNTY agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. COUNTY represents that COUNTY has the expertise necessary to adequately perform the Project specified in said Proposal.

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

1. To the text of this Agreement;
2. Proposal to this Agreement; and
3. To the "Motor Vehicle Emission Reduction Projects Request for Proposals" (RFP) released to Interested Parties by the AQMD and dated 2007-2008.

## **2. PERIOD OF PERFORMANCE/TIMETABLE**

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

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

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

### 3. TERM

The term of this Agreement shall be for the period of July 1, 2007 through June 30, 2008 unless terminated earlier in accordance with Article 7, Termination.

### 4. COMPENSATION

AQMD will pay the COUNTY the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) 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 One Hundred Thousand Dollars and 00/100 (\$100,000).**

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

Upon receipt of proper documentation, and verification that COUNTY has satisfactorily completed the work for which compensation is sought and that the work is in accordance with the Exhibit Summary Sheet attached hereto, AQMD will issue payment to COUNTY within 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 4 COMPENSATION.

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

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

## **5. NON-ALLOCATION OF FUNDS**

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

## **6. INDEPENDENT CONTRACTOR LIABILITY**

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

## 7. TERMINATION

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

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

In no event shall any payment by the AQMD constitute a waiver by the AQMD of any breach of this Agreement or any default, which may then exist on the part of the 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**

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

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

**10. AUDITS AND INSPECTIONS**

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

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

Because this Agreement exceeds Ten Thousand Dollars (\$10,000), COUNTY shall be subject to the examination and audit of the 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:



**COUNTY**

El Dorado County  
Department of General Services  
3000 Fairlane Court, Suite 1  
Placerville, CA 95667  
Attn: George Sanders  
Deputy Director, Department of General Services

**AQMD**

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

**12. TIME IS OF THE ESSENCE**

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

**13. COMPLIANCE WITH APPLICABLE LAWS**

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

**14. NO THIRD-PARTY BENEFICIARIES**

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

**15. VENUE**

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

accordance with the laws of the State of California. COUNTY 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 George Sanders, Deputy Director 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.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: Marcella McTaggart

Dated: 4-27-07

**Marcella McTaggart  
Air Pollution Control Officer**

By: Gerri Silva

Dated: April 30, 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.

<b>COUNTY</b>	<b>AQMD</b>
<b>EL DORADO COUNTY</b>	<b>EL DORADO COUNTY</b>
<b>DEPARTMENT OF GENERAL SERVICES</b>	<b>AIR QUALITY MANAGEMENT DISTRICT</b>

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Laura S. Gill,  
Acting Director,  
General Services Department

By: \_\_\_\_\_  
Helen Baumann,  
Chair

Attest:  
Cindy Keck,  
Clerk of the Board

Date: \_\_\_\_\_

By: \_\_\_\_\_

## EXHIBIT SUMMARY SHEET (Cover)

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

**Applicant:** El Dorado County/ Department of General Services - Division of Airports/  
Parks/Grounds

**Contact Person:** Dan Bolster – Parks Project Coordinator

**Address:** 3000 Fairlane Court Suite 1, Placerville, CA. 95667

**Telephone #:** (530) 621-5349

**FAX #** (530) 295-2540

RECEIVED

APR 17 2007

AQMD

Project Budget	AB 2766 Funds	\$ Matching Funds	In-Kind Match	Total Project Costs
Materials	\$	\$	\$	\$
Personnel	\$	\$	\$	\$
Other	\$	\$171,638 (2000 Parks Bond Act)	\$	\$
<b>TOTAL</b>	<b>\$ 100,000</b>	<b>\$ 171,638</b>	<b>\$</b>	<b>\$ 271,638</b>

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

Estimated Emission Reductions/Cost-Effectiveness	As Proposed	Alternate Funding Level
Useful Life of Project (years)	20 years	
Total Lifetime Emissions Reduced (lbs. Of ROG, Nox, PM-10)	18,174 CAC <del>24,460</del> lbs reduced	
Annualized Cost-Effectiveness (total project costs divided by emissions = \$/lb)	31.97 \$/lb CAC \$ 20.93	
Annualized Cost-Effectiveness (AQMD funded)	\$ 7.70 CAC	

**Brief Project Description:** This DMV grant application is for the development of a .75 mile segment of Class 1 Bike Path to continue the eastern extension of the developed section of the El Dorado Trail within the Michigan-California railroad alignment from the eastern end of the City of Placerville to Camino.

## REQUEST FOR PROPOSAL CONTENTS CHECKLIST

Applicant: EDC Department of General Services – Division of Airports, Parks, and Grounds

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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/Resolution page 3-4
- Project Description – page 5
- Project Organization/Background – page 5-6
- Emission Benefits/Cost Effectiveness – page 7-10
- Work Statement – page 11
- Funding Request/Cost Breakdown – page 11
- Matching Funds – page 11
- Schedule of Deliveries/Self-Monitoring Program – page 12
- Local TPA Review (When Applicable) – page N/A
- 3 Copies of Proposal – page \_\_\_\_\_



## *The County of El Dorado*

*Department of General Services*

*George Sanders, Deputy Director*

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*Airports Parks & Grounds Division*

*Jordan Postlewait, Manager*

*Phone (530) 621-5330 Fax (530) 295-2540*

April 12, 2007

Marcella Mc Taggart, APCO  
El Dorado County Air Quality Management District  
2850 Fairlane Court, Bldg C  
Placerville, CA. 95667

Re: AB2766 Grant Application – FY 2007-2008  
El Dorado County Department of General Services – Airports Parks and Grounds Division

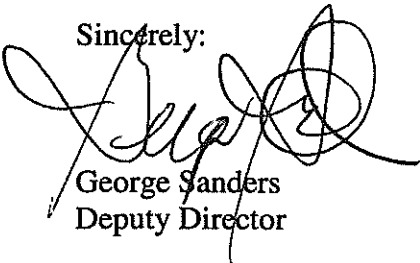
Dear Ms. Mc Taggart,

I hereby authorize Dan Bolster, General Services Parks Coordinator, to submit a grant application for AB2766 DMV Surcharge funds for the continuation of the Class 1 Bike Path on the El Dorado Trail.

We would appreciate your consideration of this application. If the grant is awarded for the extension of the bike path it will aid in the reduction of vehicle emissions by providing residents an alternative transportation option to Placerville. The Department received 2000 Parks Bond Act funds in September 2006 for this project and this grant would be the funding match for that grant.

If you have any questions, please contact me @ (530) 621- 5785.

Sincerely:



George Sanders  
Deputy Director



September 26, 2006

Jordan Postlewait  
Manager, Airport, Parks and Grounds  
County of El Dorado, General Services  
3000 Fair Lane Court, Suite 1  
Placerville, CA 95667

Dear Jordan Postlewait,

Re: Project Name: El Dorado Trail  
Program: 2000 Parks Bond Act  
Project Number: 00-09-018  
Requested Grant Amount: \$564,000

This letter acknowledges receipt of your application for the above referenced project. The application is complete. You may proceed with the project. Based on the application you submitted, the following is a description of the expected results from this grant:

The County of Eld Dorado will construct a paved multi-use trail approximately 7535 ft in length.

Please let me know if this does not agree with your understanding of the project. Please remember that you must comply with all applicable state and federal laws and regulations including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and the laws and codes pertaining to individuals with disabilities.

Refer to your procedural guide for grant process information.

If you have any questions, please contact me at (916) 651-8577 or email me at [jholt@parks.ca.gov](mailto:jholt@parks.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Jim Holt".

Jim Holt  
Project Officer



## **Project Description**

The El Dorado Trail is a 37 mile multi-use bicycle, hiking, and equestrian trail within the Sacramento-Placerville Transportation Corridor and the Michigan California Lumber Company railroad alignment. The trail extends east from the El Dorado County / Sacramento County line to a point south of U.S. Highway 50 near the community of Camino. Previously developed sections of Class 1 bike path on the El Dorado Trail extend approximately 4 miles east from the City of Placerville to the project area at Walk About Way. This DMV grant application is for the development of a .75 mile segment of Class 1 Bike Path to continue the eastern extension of the developed section of the El Dorado Trail .75 mile east from Walk About Way Los Trampas Drive. The project is consistent with the trail alignment defined in the El Dorado County Trails Master Plan and the El Dorado County Bicycle Transportation Plan, and was incorporated by reference into the El Dorado County General Plan. This project will construct a recreational trail along the old Michigan-California Lumber Company railroad alignment now owned by El Dorado County. Construction activities include grading, compacting and paving the trail alignment. Typical trail segment cross-sections would include an eight-foot bicycle path and up to six-foot equestrian trail, with shoulder and drainage swale areas on either edge of the active trails. Signage, pavement marking, and trail separation bollards will be used to enhance user safety and a sign or placard will provide public acknowledgement that the project was funded utilizing AB2766 DMV Surcharge Funds. Drainage culverts will be replaced or installed. Erosion control and water quality protection measures are prescribed for all construction activities.

## **Project Organization/Background**

The County of El Dorado proposes to continue the eastern extension of the El Dorado Trail by constructing a Class 1 Bike Path within the Michigan-California railroad alignment owned by the County of El Dorado. As the Class 1 Bike Path will follow the old railroad alignment no additional right of way will be required to complete the proposed improvements. A program level Negative Declaration for this corridor was completed in 2002 (State Clearing House Number 1999042084). The length of the proposed Class 1 Bike Path will be .75 miles. The construction of this segment of Class 1 Bike Path was identified as a priority project in the El Dorado County Bicycle

Transportation Plan and is one of the final links in providing a non-vehicular transportation facility connecting the communities of Placerville and Camino. The AB2766 DMV Surcharge Funds will be used for construction only.

## Emission Benefits/ Cost Effectiveness

### Bicycle Facilities

**Project definition:** Bicycle paths (Class 1) are targeted to reduce commute and other non-recreational auto travel. Class 1 facilities are paths that are physically separated from motor vehicle traffic. This construction of this proposed Class 1 Bike Path will meet Caltrans' standard.

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

**Need to know:**

<b>Inputs</b>	<b>Default</b>	<b>Units</b>	<b>Comments</b>
Funding Dollars ( <b>Funding</b> )		Dollars	
Effectiveness Period ( <b>Life</b> )	<i>20</i>	Years	Class 1 projects - 20 years
Days ( <b>D</b> )	<i>307</i>	Days of use/year	58 rain days in 2006, per National Weather Service.
Average Length ( <b>L</b> ) of bicycle trips	<i>1.8</i>	Miles per trip in one direction	National Personal Transportation Survey Estimate
Annual Average Daily Traffic ( <b>ADT</b> )	<i>30,000</i>	Trips per day	Two-direction traffic volumes on roadway parallel to bike project.
Adjustment ( <b>A</b> ) on ADT for auto trips replaced by bike trips from the bike facility.	<i>.0145</i>		See Adjustment Factors table on the next page. Adjustments are based on facility class, ADT, project length, and community characteristics.
Credit ( <b>C</b> ) for Activity Centers near the project.	<i>.003</i>		See Activity Centers table on the next page.

<b>ADJUSTMENT FACTORS</b>				
<b>BIKE FACILITY CLASS</b>	<b>AVERAGE DAILY TRAFFIC (ADT)</b>	<b>LENGTH OF BIKE PROJECT (one direction)</b>	<b>ADJUSTMENT FACTORS FOR CITIES WITH POP. <math>\geq</math> 250,000 and non-university towns <math>&lt;</math> 250,000</b>	<b>ADJUSTMENT FACTORS FOR UNIVERSITY TOWNS WITH POP. <math>&lt;</math> 250,000</b>
Class 1 (bike path) & Class 2 (bike lane)	ADT $\leq$ 12,000 vehicles per day	$\leq$ 1 mile	.0019	.0104
		$>1$ & $\leq$ 2 miles	.0029	.0155
		$>$ 2 miles	.0038	.0207
Class 1 (bike path) & Class 2 (bike lane)	12,000 $<$ ADT $\leq$ 24,000 vehicles per day	$\leq$ 1 mile	.0014	.0073
		$>1$ & $\leq$ 2 miles	.0020	.0109
		$>$ 2 miles	.0027	<b>.0145</b>
Class 2 bike lane	24,000 $<$ ADT $\leq$ 30,000 vehicles per day Maximum is 30,000	$\leq$ 1 mile	.0010	.0052
		$>1$ & $\leq$ 2 miles	.0014	.0078
		$>$ 2 miles	.0019	.0104

When evaluating the impact of a new bike project, it is important to consider the location of the bike facility. What types of destinations are accessible from the project? How many of these activity centers are within one-half mile of the facility? How many are within a quarter of a mile? Examine the activity centers in the vicinity of the project and compare them to the list below. Select the credit factor that corresponds to the number of activity centers in the surrounding area.

<b>ACTIVITY CENTERS CREDITS</b>		
<i>Types of Activity Centers: Bank, church, hospital or HMO, light rail station (park &amp; ride), office park, post office, public library, shopping area or grocery store, university or junior college.</i>		
<b>Count your activity centers. If there are...</b>	<b>Credit (C)</b>	<b>Credit (C)</b>
	<i>Within 1/2 mile</i>	<i>Within 1/4 mile</i>
Three (3)	.0005	.001
More than 3 but less than 7	.001	.002
7 or more	.0015	<b>.003</b>

<b>Emission Factor Inputs for Auto Travel</b>				
	<b>Default</b>	<b>Units</b>	<b>Default</b>	<b>Units</b>
	<b>Auto Trip End Factor</b>		<b>Auto VMT Factor</b>	
ROG Factor	1.020	grams/trip	0.266	grams/mile
NOx Factor	0.458	"	0.319	"
PM10 Factor	0.016	"	0.219	"

For average auto emission factors, see Table 3. Use factors that correspond to the life of the project: 11-15 year factors for Class 2 facilities and 16-20 year factors for Class 1 facilities. Defaults are for a project life of 15 years.

**Formulas****Units**

$$\text{Annual Auto Trip Reduced} = (D) * (\text{ADT}) * (A + C)$$

$$307 * 30,000 * (.0145 + .003)$$

*161,175 trips/year*

$$\text{Annual Auto VMT Reduced} = (\text{Auto Trips}) * (L)$$

$$161,175 * 1.8$$

*290,115 miles/year*

$$\text{Annual Emission Reductions (ROG, NOx, and PM10)} =$$

$$[(\text{Annual Auto Trips Reduced}) * (\text{Auto Trip End Factor}) + (\text{Annual Auto VMT Reduced}) * (\text{Auto VMT Factor})] / 454$$

$$\text{ROG} - 161,175 * 1.02 + 290,115 * 0.266 / 454 = \quad \quad \quad \text{266 lbs./year}$$

$$\text{NOx} - 161,175 * 0.458 + 290,115 * 0.319 / 454 = \quad \quad \quad \text{256 lbs./year}$$

$$\text{PM10} - 161,175 * 0.016 + 290,115 * 0.219 / 454 = \quad \quad \quad \text{141 lbs./year}$$

$$\text{Capital Recovery Factor (CRF)} = \frac{(1 + i)^n (i)}{(1 + i)^n - 1} = \quad \quad \quad \text{0.08}$$

where:  $i$  = discount rate (Assume 3 percent)  
 $n$  = project life

**Cost-Effectiveness of**

$$\text{Funding Dollars} = (\text{CRF} * \text{Funding}) / (\text{ROG} + \text{NOx} + \text{PM10})$$

$$0.08 * \$100,000 / (266 + 256 + 141) = 12.07 \text{ \$/lb.}$$

**Documentation:** Adjustment factors were derived from a limited set of bicycle commute mode split data for cities and university towns in the southern and western United States (Source: FHWA National Bicycling And Walking Study, 1992). This data was then averaged and multiplied by 0.7 to estimate potential auto travel diverted to bikes. On average, about 70% of all person trips are taken by auto driving (Source: 2000-01 Statewide Travel Survey), and it is these trips that can be considered as possible auto trips reduced. Finally, this number was multiplied by 0.65 to estimate the growth in bicycle trips from construction of the bike facility. Sixty-five percent represents the average growth in bike trips from a new bike facility as observed in before and after data for bike projects in U.S. DOT's "A Compendium of Available Bicycle and Pedestrian Trip Generation Data in the United States." Benefits are scaled to reflect differences in project structure, length, traffic intensity, community size, and proximity of activity centers. The scale has been adapted from a method developed by Dave Burch of the Bay Area Air Quality Management District (BAAQMD).

**Note 1:** Because ADT represents vehicles passing a single point, it may neglect vehicles that travel only a short distance on the corridor and, as a result, underestimate total vehicle trips. Therefore, the number of vehicles diverted to bicycles may be underestimated in this method. If actual vehicle trips in the corridor are known, this number should be used in place of ADT.

**Note 2:** Bicycle usage data is limited. From the data currently available, a positive correlation has been observed between the percentage of an area's arterials that have full width bike lanes, and the percentage of commuters who bike to work. Simply put, more bike lanes are associated with more bike commuting. More specifically, for an area with a given ratio of bike lanes to arterials, we observe that roughly one-fourth of that ratio is equal to the percentage of commuters that bike to work. More research and data are needed to confirm this relationship and to clarify the causes of this positive correlation.

## Work Statement

### PROJECT WORK AND BUDGET BY FISCAL YEAR

<b>PROJECT COST:</b>	<b>FY 05/06</b>	<b>FY 06/07</b>	<b>FY 07/08</b>
Environmental			
Design Engineering			
Right of Way			
Construction			<b>271,638</b>
ROW Engineering			
Construction Engineering			
Lease/Purchase Equipment			N/A
Lease/Purchase Other (specify):			N/A
Planning			N/A
Operation			N/A
Administration			

## Funding Request/ Cost Break Down/ Matching Funds

### COSTS (in FY 2006/07 dollars)

<b>DMV Funds Requested</b>	<b>\$ 100,000</b>
Other Funds (Specify)	\$
<b>Matching Funds State or Federal Funds</b>	<b>\$ 171,638 (2000 Parks Bond Act)</b>
<b>Total Project Cost</b>	<b>\$ 271,638</b>

**Schedule of Deliverables/ Self Monitoring Program**

	<i>Quarter/Calendar Year</i>
1. Start Construction or Award Contract .....	3 <sup>rd</sup> - 2007
2. Project Complete or Open for Use	4 <sup>th</sup> - 2007

**Self Monitoring Program**

The County will monitor, survey, and provide reports on bicycle ridership on this section of bike path.