

# CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
 Dept. Contact: Tim Prudhel  
 Phone: x5974  
 Department Head  
 Signature: *Tim C. Prudhel 08-11-09*  
 Tim C. Prudhel  
 Contract Services Officer

**CONTRACTOR:**

Name: State of CA - Dept of P&R  
Off-Hwy Motor Veh Rec Div  
 Address: 1725 23<sup>rd</sup> Street, Ste 200  
Sacramento, CA 95816-7100  
 Phone: 916-324-1574

**CONTRACTING DEPARTMENT:** Transportation

Service Requested: Grant Agreement for Ground Operations - Rubicon Trail

Contract Term: One year

Contract Amount: \$ 115,000

Compliance with Human Resources Requirements? Yes: N/A

No: \_\_\_\_\_

Compliance verified by: NA - Grant AGMT

**COUNTY COUNSEL:** (must approve all contracts and MOUs)

Approved:  Disapproved:

Date: 8-11-09 By: *Gel/horn*

Approved:  Disapproved:

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

2009 AUG 11 PM 1:43

**Please return directly to DOT upon approval.**

Index Code: <u>306222</u>	User Code: <u>99418</u>
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**RISK MANAGEMENT:** (All contracts and MOUs except boilerplate grant funding agreements)

Approved:  Disapproved:

Date: 8/11/09 By: *MS*

Approved:  Disapproved:

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

**RISK MANAGEMENT APPROVAL NOT REQUIRED**

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

Department(s): \_\_\_\_\_

Approved:  Disapproved:

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

Approved:  Disapproved:

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



July 8, 2009

Mr. Tom Celio  
El Dorado County Department of Transportation  
2441 Headington Rd  
Placerville, CA 95667

**Subject: El Dorado County DOT – Ground Operations, G08-03-06-G01**

Dear Mr. Celio,

Enclosed are five (5) copies of the Project Agreement for the Off-Highway Motor Vehicle Recreation (OHMVR) project referenced above. Please have your authorized representative sign and date all copies of the Project Agreement and return four (4) with original signatures to my attention at the following address:

California Department of Parks and Recreation  
Off-Highway Motor Vehicle Recreation Division  
1725 23<sup>rd</sup> Street, Suite 200  
Sacramento, California 95816-7100

Upon execution by the State, a fully executed copy of the Project Agreement will be sent to you for your files.

Accompanying the Project Agreement is a copy of the Project Cost Estimate and the General Provisions for your files. Please review the Project Agreement and General Provisions carefully. The information contained therein, combined with your application constitutes the binding terms of this agreement as it pertains to grant or cooperative agreement related responsibilities and formal accountability to the State of California.

It is important for you to note the following requirements:

- You are authorized to conduct work or encumber funds only during the project performance period as specified in the Project Agreement. Should the need arise for you to perform work beyond the project performance period; it is your responsibility to request a time extension prior to the expiration date of the project performance period.
- You may only submit payment requests for work or encumbrances that occurred during the project performance period as specified in the Project Agreement.

- All payment requests for reimbursement must be submitted to the OHMVR Division (Division) on a current Payment Request form (DPR 364) and accompanied by supporting documentation of the costs claimed.
- An initial payment request for an advance (e.g., proffer) must be submitted to the Division on a current Payment Request form (DPR 364) and accompanied by a summary list of proposed expenditures.

*Note, pursuant to the Grants and Cooperative Agreement Program Regulations section 4970.23.1, generally advances are not allowed, however if extenuating circumstances exist, the Division may consider granting an advance.*

To request an advance, the Grantee shall submit to the Division written justification explaining the need for the advance. The Division will provide written notification to the Grantee of approval/disapproval. Requests for an advance typically may not be more than half the total amount of the Grant and shall include a summary list of proposed expenditures.

For additional information regarding project administration procedures please reference the 2008 Grants and Cooperative Agreement Program Regulations section 4970.19 through 4970.24.

If you have questions, please contact me at (916) 324-1574 or by e-mail at [dcanfield@parks.ca.gov](mailto:dcanfield@parks.ca.gov).

Sincerely,



Dan Canfield  
Grant Administrator  
California State Parks  
Off-Highway Motor Vehicle Recreation Division

Enclosure(s)

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G08-03-06-G01      PROJECT TYPE: Ground Operations

GRANTEE: El Dorado County Transportation Department

PROJECT TITLE: Ground Operations - Rubicon Trail

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2010

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$115,000.00 (One Hundred Fifteen Thousand and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15. Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

The Grantee Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director of Maintenance and Operations, Department of Transportation, or successor.

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: James W. Ware, P. E.	AUTHORIZED NAME: Phil Jenkins
TITLE: Director of Transportation	TITLE: Chief, OHMVR Division
DATE:	DATE:

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER: C32-08-053		VENDOR NUMBER: 3000000002-08		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62664	CONTRACT AMOUNT: 115,000.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263		CHAPTER: 268/08	STATUTE: 2008	FISCAL YEAR: 2009/2010	

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

**ATTACHMENT 1**

**Project Cost Estimate for  
Agency: El Dorado County Transportation Department  
Application: Ground Operations - Rubicon Trail, Ellis Creek Crossing Area**

<b>APPLICANT NAME :</b>	El Dorado County Transportation Department		
<b>PROJECT TITLE :</b>	Ground Operations - Rubicon Trail, Ellis Creek Crossing Area	<b>PROJECT NUMBER (Division use only) :</b>	G08-03-06-G01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
<b>PROJECT DESCRIPTION :</b>	OHV related Ground Operations on the El Dorado County portion of the Rubicon trail. Activities include purchase of a rubber-tracked dump vehicle, trail maintenance, restroom maintenance, trash disposal, and installation of trail markers.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	Other-Maint. Worker II	80.000	52.100	HRS	0.00	4,168.00	4,168.00
	Other-Maint. Worker III	160.000	55.950	HRS	0.00	8,952.00	8,952.00
	Other-Sr Maint. Worker	80.000	63.230	HRS	0.00	5,058.00	5,058.00
	Other-Maint. Supervisor	80.000	73.220	HRS	0.00	5,858.00	5,858.00
	Other-Maint Superintendent	18.000	119.000	HRS	0.00	2,142.00	2,142.00
	Other-Equip. Superintendent - Bid specs	10.000	77.430	HRS	0.00	774.00	774.00
	Other-Proj Mgmt/Grant Admin	16.000	66.900	HRS	0.00	1,070.00	1,070.00
	Other-Admin Tech - Bid prep	12.000	44.740	HRS	0.00	537.00	537.00
	<b>Total for Staff</b>				0.00	28,559.00	28,559.00
<b>2</b>	<b>Contracts</b>						
	Other-vault toilet pumping	1.000	2200.000	YR	0.00	2,200.00	2,200.00
	Other-restroom cleaning	1.000	1800.000	YR	0.00	1,800.00	1,800.00
	<b>Total for Contracts</b>				0.00	4,000.00	4,000.00
<b>3</b>	<b>Materials / Supplies</b>						
	Other-Raised Pavement Relector	100.000	1.250	EA	0.00	125.00	125.00

**ATTACHMENT 1**

**Project Cost Estimate for  
Agency: El Dorado County Transportation Department  
Application: Ground Operations - Rubicon Trail, Ellis Creek Crossing Area**

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Other-Flexible Delineator Post	100.000	0.750	EA	0.00	75.00	75.00
	Other-Cardboard Commodes	100.000	28.000	EA	2,800.00	0.00	2,800.00
	Other-Disposable Toilet Bags	1500.000	3.000	EA	4,500.00	0.00	4,500.00
	Other-3/4 inch Aggregate Base	100.000	25.000	YD	0.00	2,500.00	2,500.00
	<b>Total for Materials / Supplies</b>				7,300.00	2,700.00	10,000.00
<b>4</b>	<b>Equipment Use Expenses</b>						
	Other-off-road track-mounted excavator	10.000	150.000	DAY	1,500.00	0.00	1,500.00
	Other-off-road track-mounted skid steer	10.000	150.000	DAY	1,500.00	0.00	1,500.00
	Other-off-road track-mounted dump vehicl	10.000	300.000	DAY	3,000.00	0.00	3,000.00
	Other-Refuse Dumpster	2.000	3000.000	EA	6,000.00	0.00	6,000.00
	Other-Front Loader	20.000	51.250	HRS	0.00	1,025.00	1,025.00
	Other-4 x 4 pickup	80.000	7.500	HRS	0.00	600.00	600.00
	Other-Dump Truck	40.000	31.250	HRS	0.00	1,250.00	1,250.00
	<b>Total for Equipment Use Expenses</b>				12,000.00	2,875.00	14,875.00
<b>5</b>	<b>Equipment Purchases</b>						
	Other-Off-Road Rubber-Tracked Dump Vehic	1.000	96000.000	EA	96,000.00	0.00	96,000.00
<b>6</b>	<b>Others</b>						
<b>7</b>	<b>Administrative Costs</b>						
	Administrative Costs-Indirect	1.000	4000.000	EA	0.00	4,000.00	4,000.00
	<b>Total Program Expenses</b>				115,300.00	42,134.00	157,434.00
	<b>TOTAL DIRECT EXPENSES</b>				115,300.00	42,134.00	157,434.00
	<b>TOTAL EXPENDITURES</b>				115,300.00	42,134.00	157,434.00

<b>TOTAL PROJECT AWARD (Rounded to the nearest \$1000)</b>	<b>115,000.00</b>
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## ATTACHMENT 2

### Project Agreement General Provisions (Local Agencies Only)

#### A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

#### B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.  

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.
2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

## ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

### C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.



## ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

### E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

### F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

## ATTACHMENT 2

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

### G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

### H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

### I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

### J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

## ATTACHMENT 2

### K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

### L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

## 1. Project Description

### A. Statement of GO Activity

This proposed Ground Operations project will entail the following GO activities: 1) purchase of a new off-road rubber-tracked dump vehicle to be used to haul a maximum of 10,000 lb. payload (e.g. crushed boulder rip-rap, aggregate material, small equipment, tools) to off-road remote sites; especially suited for working in riparian areas, rough terrain where minimal impacts to soil is desired; 2) on-going trail maintenance to include basic erosion control treatments such as of waterbreaks and cross trains, and rock fill; 3) on-going sanitation (e.g. cleaning restrooms/portable toilets, purchase of cardboard commodes and wag bags); 4) on-going trash disposal services of existing dumpsters at Loon Lake and at Tahoma; 5) purchase and installation of: a) raised pavement reflectors for night-time navigation and b) flexible marker posts to delineate the trail.

This proposed project is one of four projects being submitted for OHMVR funding this 2008-09 funding cycle, and is an initial phase

of a long-term resource management plan El Dorado County DOT is in the process of developing. Additional phases of work will be submitted for OHMVR funding in subsequent funding cycles.

### B. Relation of Proposed Project to OHV Recreation

The proposed project is located along the Rubicon Trail, a world-renowned OHV resource that is the birthplace of organized 4x4 recreation in California. The Rubicon Trail is now widely recognized as the premiere OHV route in the United States and has been called the "crown jewel of all off highway trails," and has continually provided OHV recreation for over 50 years. At one time, it was revered as the most difficult, rated 10 on a scale of one to 10, due to its narrow passages, rocky climbs, and occasional mud hole.

The Rubicon Trail attracts both street legal and "green sticker" off-road motor vehicles. As a result, users travel the trail on and in wide range of all-terrain vehicles, including dirt bikes and a variety of 4-wheel drive vehicles, from street-legal SUVs to vehicles built for the sole purpose of driving the trail. Because the trail lies adjacent to the Desolation Wilderness, the Rubicon Trail is also used as an access route by hikers, backpackers, and fishers.

The Trail is a non-maintained County road that follows the alignment of the mid-1800 wagon road from the Wentworth Springs area to Lake Tahoe. Parts of the trail pass through the El Dorado National Forest and cross private lands. While the current trail travels the same route from Wentworth Springs to Rubicon Springs that has been used since the 1860s, it changes a little each season, due to erosion and vehicle traffic. As vehicles bypass "bad spots" or avoid broken or abandoned vehicles, the trail deviates more significantly from the original route. Drivers looking for a more "fun" route cause additional damage, as do today's larger and modified vehicles, making their way over the much smaller original wagon road.

This proposed Ground Operations project requests funding to continue El Dorado County's ongoing operations and maintenance of the Rubicon Trail that will include treatments to mitigate erosion such as installation of water breaks and rock fill; and enhance water quality, while also sustaining OHV recreation opportunities along the Trail.

### C. Size of the Project

The Rubicon Trail 4-wheel drive route from Georgetown (at State Highway 193) to Lake Tahoe (near Tahoma) is a total distance of approximately 22 miles. The trail is a non-maintained County road located in El Dorado and Placer Counties. The portion of the trail in El Dorado County extends from the Wentworth Springs Campground (western limit) and Loon Lake (southern limit) to the Placer County Line (northeastern limit) is about 12 to 13 miles long and winds through the trees and rugged granite common to the area. Parts of the trail also pass through the Eldorado National Forest and portions of private lands.

The proposed Project site is along the portion of the trail that includes the Ellis Creek Crossing. From the Ellis Creek Crossing (CP-1.0-8700), the project site extends south to CP-1.0-7194; this segment of the project area is 1,506 linear feet. From the Ellis Creek Crossing, the project site extends east to CP-1.0-9467 is 767 feet. The total size of the proposed Project site is 2,273 linear feet or approximately 0.5 miles. A map of the proposed project site is included as an attachment.

#### **D. Location and description of OHV opportunities**

The Rubicon Trail is located in the California High Sierra, due west of Lake Tahoe, approximately 80 miles east of Sacramento, and 35 miles east of Placerville. This world-renowned 4-wheel drive route leads from Georgetown (at California Highway 49) to Lake Tahoe (near Tahoma), a total distance of approximately 22 miles. The trail is a non-maintained County road located in El Dorado and Placer Counties. Parts of the trail pass through the Eldorado National Forest and portions of private lands.

Elevations run from approximately 5400 to over 7,000 feet (approximately 1,646 meters to over 2,134 meters). The section of road from Georgetown to Wentworth Springs (also known as the McKinney-Rubicon Springs Road) is a maintained road, while the off-highway vehicle (OHV) trail begins near Loon Lake. Most visitors begin the run from this mid-point, which is accessible off U.S. Highway 50. The trail from the Wentworth Springs trailhead starts with an uphill climb. Once at the top, the trail levels out to a challenging drive to Ellis Creek. From Ellis Creek, the trail winds through the trees and rugged granite on its way to Walker Hill.

Existing OHV opportunities in and around the proposed Project Area attract both street legal and "green sticker" off-road motor vehicles. As a result, users travel the trail on and in wide range of all-terrain vehicles, including dirt bikes and a variety of 4-wheel drive vehicles, from street-legal SUVs to vehicles built for the sole purpose of driving the trail. Because of its difficulty, the trail is recommended for short wheelbase vehicles with all skid plates in place.

## **2. Rerouting Requirements**

### **Rerouting**

- (a) Does your project involve rerouting of any roads and trails?  Yes  No

If response to question (a) is 'Yes', a Project timeline, conceptual drawings and site plans are required (See 'Attachments' tab at the top of the screen)

If response to question (a) is 'No', skip details related to rerouting

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # \_\_\_\_\_

1. **Project Timeline (Required if project includes necessary rerouting)**
2. **Conceptual Drawings and Site Plans (Required if project includes necessary rerouting)**
3. **Project-Specific Maps**  
Attachments: Rubicon Trail Ellis Creek Crossing Area Map
4. **Optional Project-Specific Application Documents**  
Attachments: Rubicon Trail Ellis Creek Crossing Area Photos  
Off-Road Rubber-Tracked Dump Vehicle Photo

Project Cost Estimate for Grants and Cooperative Agreements Program - 2008/2009  
 Agency: El Dorado County Transportation Department  
 Application: Ground Operations - Rubicon Trail, Ellis Creek Crossing Area

2/27/2009

FOR OFFICE USE ONLY:		Version # _____	APP # _____
<b>APPLICANT NAME :</b>	El Dorado County Transportation Department		
<b>PROJECT TITLE :</b>	Ground Operations - Rubicon Trail, Ellis Creek Crossing Area		
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Development	<input type="checkbox"/> Restoration <input checked="" type="checkbox"/> Ground Operations	<input type="checkbox"/> Education & Safety <input type="checkbox"/> Planning <input type="checkbox"/> Acquisition
<b>PROJECT DESCRIPTION :</b>	This proposed Ground Operations project will entail the following GO activities: 1) purchase of a new off-road rubber-tracked dump vehicle to be used to haul a maximum of 10,000 lb. payload (e.g. crushed boulder rip-rap, aggregate material, small equipment, tools) to off-road remote sites; especially suited for working in riparian areas, rough terrain where minimal impacts to soil is desired; 2) on-going trail maintenance to include basic erosion control treatments such as of waterbreaks and cross trains, and rock fill; 3) on-going sanitation (e.g. cleaning restrooms/portable toilets, purchase of cardboard commodes and wag bags); 4) on-going trash disposal services of existing dumpsters at Loon Lake and at Tahoma); 5) purchase and installation of cardboard raised pavement reflectors for night-time navigation and b) flexible marker posts to delineate the trail.  This proposed project is one of four projects being submitted for OHMVR funding this 2008-09 funding cycle, and is an initial phase of a long-term resource management plan El Dorado County DOT is in the process of developing. Additional phases of work will be submitted for OHMVR funding in subsequent funding cycles.		
<b>PROJECT NUMBER (Division use only) :</b>			

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
1						
<b>Staff</b>						
Other-Maint. Worker II	80.000	52.100	HRS	0.00	4,168.00	4,168.00
Other-Maint. Worker III	160.000	55.950	HRS	0.00	8,952.00	8,952.00
Other-Sr Maint. Worker	80.000	63.230	HRS	0.00	5,058.00	5,058.00
Other-Maint. Supervisor	80.000	73.220	HRS	0.00	5,858.00	5,858.00
Other-Maint Superintendent	18.000	119.000	HRS	0.00	2,142.00	2,142.00
Other-Equip. Superintendent - Bid specs	10.000	77.430	HRS	0.00	774.00	774.00
Other-Proj Mgmt/Grant Admin	16.000	66.900	HRS	0.00	1,070.00	1,070.00
Other-Admin Tech - Bid prep	12.000	44.740	HRS	0.00	537.00	537.00
<b>Total for Staff</b>				0.00	28,559.00	28,559.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2008/2009  
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Line Item	Qty	Rate	UOM	Grant Request	Match	Total
<b>2</b>						
<b>Contracts</b>						
Other-vault toilet pumping	1.000	2200.000	YR	0.00	2,200.00	2,200.00
Other-restroom cleaning	1.000	1800.000	YR	0.00	1,800.00	1,800.00
<b>Total for Contracts</b>				0.00	4,000.00	4,000.00
<b>3</b>						
<b>Materials / Supplies</b>						
Other-Raised Pavement Reflector	100.000	1.250	EA	0.00	125.00	125.00
Other-Flexible Delineator Post	100.000	0.750	EA	0.00	75.00	75.00
Other-Cardboard Comodes	100.000	28.000	EA	2,800.00	0.00	2,800.00
Other-Disposable Toilet Bags	1500.000	3.000	EA	4,500.00	0.00	4,500.00
Other-3/4 inch Aggregate Base	100.000	25.000	YD	0.00	2,500.00	2,500.00
<b>Total for Materials / Supplies</b>				7,300.00	2,700.00	10,000.00
<b>4</b>						
<b>Equipment Use Expenses</b>						
Other-off-road track-mounted excavator	10.000	150.000	DAY	1,500.00	0.00	1,500.00
Other-off-road track-mounted skid steer	10.000	150.000	DAY	1,500.00	0.00	1,500.00
Other-off-road track-mounted dump vehicl	10.000	300.000	DAY	3,000.00	0.00	3,000.00
Other-Refuse Dumpster	2.000	3000.000	EA	6,000.00	0.00	6,000.00
Other-Front Loader	20.000	51.250	HRS	0.00	1,025.00	1,025.00
Other-4 x 4 pickup	80.000	7.500	HRS	0.00	600.00	600.00
Other-Dump Truck	40.000	31.250	HRS	0.00	1,250.00	1,250.00
<b>Total for Equipment Use Expenses</b>				12,000.00	2,875.00	14,875.00
<b>5</b>						
<b>Equipment Purchases</b>						
Other-Off-Road Rubber-Tracked Dump Vehic	1.000	96000.000	EA	96,000.00	0.00	96,000.00

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Project Cost Estimate for Grants and Cooperative Agreements Program - 2008/2009  
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Line Item	Qty	Rate	UOM	Grant Request	Match	Total
6 Others						
7 Administrative Costs						
Administrative Costs-Indirect	1.000	4000.000	EA	0.00	4,000.00	4,000.00
<b>Total Program Expenses</b>				115,300.00	42,134.00	157,434.00
<b>TOTAL DIRECT EXPENSES</b>				115,300.00	42,134.00	157,434.00
<b>TOTAL EXPENDITURES</b>				<b>115,300.00</b>	<b>42,134.00</b>	<b>157,434.00</b>

Project Cost Summary for Grants and Cooperative Agreements Program - 2008/2009  
 Agency: El Dorado County Transportation Department  
 Application: Ground Operations - Rubicon Trail, Ellis Creek Crossing Area

2/27/2009

Line Item	Grant Request	Match	Total	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1 Staff	0.00	28,559.00	28,559.00	
2 Contracts	0.00	4,000.00	4,000.00	
3 Materials / Supplies	7,300.00	2,700.00	10,000.00	
4 Equipment Use Expenses	12,000.00	2,875.00	14,875.00	
5 Equipment Purchases	96,000.00	0.00	96,000.00	
6 Others	0.00	0.00	0.00	
7 Administrative Costs	0.00	4,000.00	4,000.00	
<b>Total Program Expenses</b>	<b>115,300.00</b>	<b>42,134.00</b>	<b>157,434.00</b>	
<b>TOTAL DIRECT EXPENSES</b>	<b>115,300.00</b>	<b>42,134.00</b>	<b>157,434.00</b>	
<b>TOTAL EXPENDITURES</b>	<b>115,300.00</b>	<b>42,134.00</b>	<b>157,434.00</b>	

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**ITEM 1 and ITEM 2**

**ITEM 1**

- a. ITEM 1 - Has a CEQA Notice of Determination (NOD) been filed for the Project?  Yes  No  
(Please select Yes or No)

**ITEM 2**

- b. ITEM 2 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378?  Yes  No  
(Please select Yes or No)
- c. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical impacts on the environment and are thus not a "Project" under CEQA.  Yes  No  
(Please select Yes or No)
- d. Other. Explain why proposed activities would not cause any physical impacts on the environment and are thus not a "Project" under CEQA. DO NOT complete ITEMS 3 - 9

**ITEM 3 - Impact of this Project on Wetlands**

**ITEM 4 - Cumulative Impacts of this Project**

**ITEM 5 - Soil Impacts**

**ITEM 6 - Damage to Scenic Resources**

**ITEM 7 - Hazardous Materials**

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)?  Yes  No  
(Please select Yes or No)

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards.

**ITEM 8 - Potential for Adverse Impacts to Historical or Cultural Resources**

Would the proposed Project have potential for any substantial adverse impacts to historical or cultural resources?  Yes  No  
(Please select Yes or No)

If YES, describe the potential impacts and for any substantially adverse changes in the significance of historical or cultural resources and measures to be taken to minimize or avoid the impacts.

**ITEM 9 - Indirect Significant Impacts**

**CEQA/NEPA Attachment**

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**1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)**

1. As calculated on the Project Cost Estimate, the percentage of the cost of the Project covered by the Applicant is 3

(Check the one most appropriate) (Please select one from list)

- 76% or more (10 points)  
 51% - 75% (5 points)  
 26% - 50% (3 points) []  
 25% (Match minimum) (No points)

**2. Failure to Complete - Q 2.**

2. Failure to complete the Project would result in: 7

(Check all that apply) : Maximum of 8 points (Please select applicable values)

- Loss of OHV Opportunity (6 points) []  
 Negative impact to cultural sites (2 points)  
 Damage to special-status species or other sensitive habitat (2 points)  
 Potential trespass (2 points)  
 Additional damage to Facilities (1 point) []

Explain each statement that was checked

Failure to maintain the Rubicon Trail and install erosion control measures will restrict OHV use. The off-road rubber-tracked dump vehicle is essential to deliver rock and other material required to maintain the trail. The track-mounted vehicle has less footprint due to the width of rubber tracks versus wheeled vehicle. This type of vehicle is commonly used in restoration work due to low impact on soil areas.

**3. Sustain OHV Opportunity - Q 3.**

3. The Project would sustain OHV Opportunity by 9

(Check all that apply) (Please select applicable values)

- Maintaining trail or road tread (5 points) []  
 Installing or repairing erosion control features (3 points) []  
 Providing traffic control and/or educational signage (3 points)  
 Maintaining multi use (ATV, Dirt Bikes, 4x4, etc) (1 point) []  
 Providing varied levels of riding difficulty (1 point)

Explain each statement that was checked

The off-road rubber-tracked dump vehicle is critical to deliver rock and other material for trail maintenance, restoration and erosion control projects. Continued maintenance using this equipment will enhance opportunities for various OHV use, including ATVs, dirt bikes and 4 x 4s.

**4. Public Input - Q 4.**

4. The Project was developed with public input employing the following 1

(Check all that apply) : Maximum of 2 points (Please select applicable values)

- Meeting(s) with the general public to discuss Project (1 point)  
 Conference call(s) with interested parties (1 point)  
 Meeting(s) with stakeholders (1 point) []

Explain each statement that was checked

Meetings held with user groups including monthly meetings with the Rubicon Oversight Committee (ROC) to gather input relative to the type of equipment needed to maintain the Rubicon Trail; Similar equipment worked very well on past projects; Discussed at staff level and gathered input from equipment operators on the efficiency and operation of this machine.

**5. Utilization of Partnerships - Q 5.**

5. The Project will utilize partnerships to successfully accomplish the Project. The number of partner organizations that will participate in the Project are 4

(Check the one most appropriate) (Please select one from list)

- 4 or more (4 points) []  2 to 3 (2 points)  
 1 (1 point)  None (No points)

List partner organization(s):

Rubicon Trail Foundation (RTF), Friends of the Rubicon (FOTR), Tread Lightly, State Department of Conservation California Geological Survey, State Dept. of Parks & Recreation OHMVR Div., US Forest Service (USFS)

**6. Impact to Natural and Cultural Resources - Q 6.**

6. The Project will avoid and/or minimize impact to natural and cultural resources by 4

(Check all that apply) : Maximum of 7 points (Please select applicable values)

- Maintaining physical barriers to control OHV use (1 point) []  
 Protecting water quality (1 point) []  
 Providing bridges instead of wet crossings where appropriate (1 point)  
 Protecting special-status species (1 point)  
 Re-routing trails to divert away from riparian/wetlands areas (1 point) []  
 Providing sanitary facilities (1 point) []  
 Protecting cultural site(s) (1 point)  
 Site design precludes the need for the above measures (7 points)

Explain each statement that was checked

Will allow large volume of needed Rip Rap and boulder material to be delivered to remote area to install water breaks, silt basins and various erosion control measures; to control sediment flow and protect streams from silt. Delivery of material to block and/or divert traffic from wetlands will be a direct result of using this equipment. The sanitary restroom located at the Loon Lake trailhead will be maintained as part of this grant proposal. If this Ground Operations project is not selected for funding, the Loon Lake restroom may need to be closed, which would have a negative impact on the natural resources by trail users not properly disposing their human waste.

**7. Recycled Materials - Q 7.**

7. The Project incorporates recycled materials by utilizing

(Check all that apply) (Please select applicable values)

- Barrier materials which include recycled content or materials obtained onsite (1 point)  
 Signs, sign posts or education kiosks which use products with recycled content (1 point)  
 Erosion control features which use materials with recycled content (1 point)  
 Paper used for trail maps which includes recycled content (1 point)  
 Other products with recycled content (Specify) (1 point)

**8. Sustainable Technologies - Q 8.**

8. The Project makes substantial use of sustainable technologies such as 0

- Alternative fuel vehicles and equipment
- Renewable energy sources (e.g., solar, wind)
- Low volatile organic compound emission materials (e.g., paint, sealants, carpet)
- Low flow plumbing fixtures
- Water efficient landscaping

(Check the one most appropriate) (Please select one from list)

No (No points)

Yes (4 points)

Explain 'Yes' response

**9. Motorized Access - Q 9.**

9. The Project improves and/or maintains facilities that provide motorized access to the following non-motorized recreation opportunities 6

(Check all that apply) Scoring: 2 points each, up to a maximum of 6 points (Please select applicable values)

Camping

Birding

Hiking

Equestrian trails

Fishing

Rock Climbing

Other (Specify)