

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
 Dept. Contact: Tim Prudhel
 Phone: x5974
 Department Head
 Signature: *T. Prudhel*
 Tim C. Prudhel
 Contract Services Officer

CONTRACTOR:

Name: State of CA - Dept of P&R
Off-Hwy Motor Veh Rec Div
 Address: 1725 23rd 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: 3 years

Contract Amount: \$ 55,000

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: 8/10/09 By: *Cal/hay*
 Approved: _____ Disapproved: _____ Date: _____ By: _____

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: *MB*
 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 – Development, G08-03-06-D01

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 23rd 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.

Sincerely,



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

Enclosure(s)

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G08-03-06-D01 PROJECT TYPE: Development

GRANTEE: El Dorado County Transportation Department

PROJECT TITLE: Development - Rubicon Trail Restroom, Ellis Creek Crossing Area

PROJECT PERFORMANCE PERIOD: FROM 07/01/2009 THROUGH 06/30/2012

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$55,000.00** (Fifty Five 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: C32-08-091		VENDOR NUMBER: 3000000002-08		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62664	CONTRACT AMOUNT: 55,000.00	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: Development - Rubicon Trail Restroom, Ellis Creek Crossing Area**

APPLICANT NAME :	El Dorado County Transportation Department		
PROJECT TITLE :	Development - Rubicon Trail Restroom, Ellis Creek Crossing Area	PROJECT NUMBER (Division use only) :	G08-03-06-D01
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	Installation of a double vault waterless restroom facility in the vicinity of the Ellis Creek crossing adjacent to the Rubicon trail. Activities include special use permitting and CEQA/NEPA compliance.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Other-Maint. Supervisor	80.000	73.220	HRS	5,858.00	0.00	5,858.00
	Senior Maintenance Worker	80.000	63.230	HRS	5,058.00	0.00	5,058.00
	Other-Maint. Worker III	160.000	55.950	HRS	8,952.00	0.00	8,952.00
	Other-Maint. Worker II	80.000	52.100	HRS	4,168.00	0.00	4,168.00
	Other-Maint. Superintendent	24.000	119.000	HRS	0.00	2,856.00	2,856.00
	Other-Admin Tech - Bid prep	20.000	44.740	HRS	0.00	895.00	895.00
	Other-Proj Mgmt/Grant Admin	20.000	66.900	HRS	0.00	1,338.00	1,338.00
	Total for Staff				24,036.00	5,089.00	29,125.00
2	Contracts						
3	Materials / Supplies						
	Other-Concrete	5.000	200.000	YD	0.00	1,000.00	1,000.00
	Other-3/4 inch aggregate base	10.000	25.000	YD	0.00	250.00	250.00
	Total for Materials / Supplies				0.00	1,250.00	1,250.00
4	Equipment Use Expenses						
	Other-Backhoe	40.000	23.750	HRS	0.00	950.00	950.00
	Other-Dump Truck	40.000	31.250	HRS	0.00	1,250.00	1,250.00
	Other-4 x 4 Pickup Truck	80.000	7.500	HRS	0.00	600.00	600.00

ATTACHMENT 1

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

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
	Other-Front Loader	20.000	51.250	HRS	0.00	1,025.00	1,025.00
	Total for Equipment Use Expenses				0.00	3,825.00	3,825.00
5	Equipment Purchases						
	Other-Waterless Restroom	1.000	31000.000	EA	31,000.00	0.00	31,000.00
6	Others						
	Other-USFS Special Use Permit	1.000	6000.000	EA	0.00	6,000.00	6,000.00
7	Administrative Costs						
	Administrative Costs-Indirect	1.000	3500.000	EA	0.00	3,500.00	3,500.00
	Total Program Expenses				55,036.00	19,664.00	74,700.00
	TOTAL DIRECT EXPENSES				55,036.00	19,664.00	74,700.00
	TOTAL EXPENDITURES				55,036.00	19,664.00	74,700.00
TOTAL PROJECT AWARD (Rounded to the nearest \$1000)					55,000.00		

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 # _____

A. Statement of Development Activity

This proposed Development project would be completed in two phases. The first phase would be conducted in partnership with the US Forest Service, the property owner of the land proposed for the restroom facility site. The USFS would be the lead agency for the special use permit process and would include CEQA/NEPA documentation. The second phase would involve the purchase and installation of a double vault waterless restroom facility in the vicinity of the Ellis Creek crossing adjacent to the Rubicon Trail.

B. Relation of Proposed Project to OHV Recreation

The proposed Project site is located adjacent to the historic Rubicon 4WD Trail. It will provide a sanitary facility for trail users. In the past, there have been trail closures due to unmanaged human waste. This project will alleviate this problem, preventing future closures, sustaining the OHV Recreation trails.

C. Size of the proposed development

The restroom facility will be approximately 12'-8" x 16'-8" and will be installed on a concrete pad.

D. Timeline for Project Completion

E. Location and Description of OHV Opportunities

The proposed restroom facility will be located within the area where the Rubicon Trail crosses Ellis Creek (CP-1.0-8700 on the attached project location map). The proposed Project site is located approximately: a) 1.6 miles northwest from the Wentworth Springs Campground Trailhead; b) 1.7 miles from the Loon Lake Trailhead; and 7.1 miles from the Placer County Line.

Currently, there are double-vault waterless restrooms located at the three major staging areas: Wentworth Springs Campground, Loon Lake, and the Tahoe trailhead near Tahoma (in Placer County). Single-hole wooden outhouses are also located along the trail at seven locations including the Ellis Creek crossing site. While an existing outhouse is located at the proposed Project site, OHV users have recommended that the Ellis Creek crossing site would be a desirable location for a sanitary restroom facility, and that it would definitely be utilized by OHV users traveling along the trail inbetween the major staging areas.

The provision of a sanitary restroom facility for trail users to relieve themselves, will enhance the overall OHV experience, while sustaining the OHV opportunities. The proposed Ellis Creek crossing site is conveniently located directly adjacent to the Rubicon 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. A Feasibility Study for Restroom Sites is also being submitted in the Planning category.

Additional Documentation for Grants and Cooperative Agreements Program - 2008/2009 2/27/2009
Agency: El Dorado County Transportation Department
Application: Development - Rubicon Trail Restroom, Ellis Creek Crossing Area

FOR OFFICE USE ONLY

Version # _____

APP # _____

1. **Conceptual Drawings and Site Plans**
2. **Land Tenure Certification**
3. **Project Specific Maps**
Attachments:
4. **Optional Project-Specific Application Documents**
Attachments:

Rubicon Trail Development Project Map

Rubicon Trail Restroom Site Photos
Restroom Photo_Floor Plan

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

2/27/2009

FOR OFFICE USE ONLY		Version # _____	APP # _____
APPLICANT NAME : El Dorado County Transportation Department			
PROJECT TITLE : Development - Rubicon Trail Restroom, Ellis Creek Crossing Area			
PROJECT TYPE :		PROJECT NUMBER (Division use only) :	
<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning			
PROJECT DESCRIPTION : This proposed Development project would be completed in two phases. The first phase would be conducted in partnership with the US Forest Service, the property owner of the land proposed for the restroom facility site. The USFS would be the lead agency for the special use permit process and would include CEQA/NEPA documentation. The second phase would involve the purchase and installation of a double vault waterless restroom facility in the vicinity of the Ellis Creek crossing adjacent to the Rubicon Trail.			
Line Item	Qty	Rate	UOM
DIRECT EXPENSES			
Program Expenses			
1	Staff		
	80.000	73.220	HRS
	80.000	63.230	HRS
	160.000	55.950	HRS
	80.000	52.100	HRS
	24.000	119.000	HRS
	20.000	44.740	HRS
	20.000	66.900	HRS
	Total for Staff		24,036.00
2	Contracts		
			5,858.00
			5,058.00
			8,952.00
			4,168.00
			2,856.00
			895.00
			1,338.00
			5,089.00
			29,125.00
3	Materials / Supplies		
	5.000	200.000	YD
	10.000	25.000	YD
			1,000.00
			250.00

Version #

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

2/21/2009

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
Total for Materials / Supplies				0.00	1,250.00	1,250.00
4 Equipment Use Expenses						
Other-Backhoe	40.000	23.750	HRS	0.00	950.00	950.00
Other-Dump Truck	40.000	31.250	HRS	0.00	1,250.00	1,250.00
Other-4 x 4 Pickup Truck	80.000	7.500	HRS	0.00	600.00	600.00
Other-Front Loader	20.000	51.250	HRS	0.00	1,025.00	1,025.00
Total for Equipment Use Expenses				0.00	3,825.00	3,825.00
5 Equipment Purchases						
Other-Waterless Restroom	1.000	31000.000	EA	31,000.00	0.00	31,000.00
6 Others						
Other-USFS Special Use Permit	1.000	6000.000	EA	0.00	6,000.00	6,000.00
7 Administrative Costs						
Administrative Costs-Indirect	1.000	3500.000	EA	0.00	3,500.00	3,500.00
Total Program Expenses				55,036.00	19,664.00	74,700.00
TOTAL DIRECT EXPENSES				55,036.00	19,664.00	74,700.00
TOTAL EXPENDITURES				55,036.00	19,664.00	74,700.00

Version #

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

2/27/2009

Line Item	Grant Request	Match	Total	Narrative
DIRECT EXPENSES				
Program Expenses				
1 Staff	24,036.00	5,089.00	29,125.00	
2 Contracts	0.00	0.00	0.00	
3 Materials / Supplies	0.00	1,250.00	1,250.00	
4 Equipment Use Expenses	0.00	3,825.00	3,825.00	
5 Equipment Purchases	31,000.00	0.00	31,000.00	
6 Others	0.00	6,000.00	6,000.00	
7 Administrative Costs	0.00	3,500.00	3,500.00	
Total Program Expenses	55,036.00	19,664.00	74,700.00	
TOTAL DIRECT EXPENSES	55,036.00	19,664.00	74,700.00	
TOTAL EXPENDITURES	55,036.00	19,664.00	74,700.00	

FOR OFFICE USE ONLY

Version # _____

APP # _____

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. (Please select Yes or No) Yes 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 Project costs 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 Natural and Cultural Resources - Q 2a., 2b., & 2c.

2. Natural and Cultural Resources

- a. Natural and Cultural Resources: Species 5

Enter the number of special-status species that are known to occur in the Project Area

Number of special-status species

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

- No special-status species occur in Project Area (5 points) []
 One to five special-status species occur in Project area (3 points)
 Six to ten special-status species in Project area (2 points)
 More than ten special-status species occur in Project area (No points)

b. Habitat

- b. Natural and Cultural Resources: Habitat 5

Potential Effects on special-status species habitat (Check the one most appropriate)

Special-status species habitat is known to occur in the Project Area (if YES, enter number of species).. (Please select Yes or No) Yes No

Habitat for special-status species known to occur in Project Area (enter number of species)

Reference Document

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

- No special-status species habitat is known to occur in the Project area (5 points) []
 Habitat for one to five special-status species is known to occur in Project area (3 points)
 Habitat for six to ten special-status species is known to occur in Project area (2 points)
 Habitat for more than ten special-status species is known to occur in Project area (No points)

c. Cultural Resources

- c. Cultural Resources 4

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

- Project would provide additional protection to cultural sites (5 points)
 Project area has no known cultural sites (4 points) []
 Identified cultural sites in the Project area will not be affected (3 points)

- Project impacts to cultural sites will be mitigated (No points)
 Project has unavoidable detrimental impacts to cultural resources (No points, Project application will be returned to Applicant without further consideration)

Reference Document

3 Diversified Use - Q 3.

3. The Project is designed to provide for diversified use 3

(Check all that apply) Scoring: 1 point each, up to a maximum of 6 points (Please select applicable values)

- ATV 4X4
 M.C. Recreation Utility Vehicle (RUV)
 Snowmobile Dune buggy, rail
 Other (Specify) [Dirt Bike]

Describe the nature of the facilities for each item checked above:

The Rubicon Trail is a world-renowned 4-wheel drive route that is generally accepted to be the oldest and now widely recognized as the premier recreational off-highway vehicle (OHV) trail in the United States. At one time it was revered as the most difficult OHV trail, rated a 10 on a scale of 1 to 10 due to its numerous narrow passages and steep, rocky climbs. Because of its difficulty, the trail is recommended for short wheelbase vehicles with all skid plates in place. The Trail attracts both street legal and "green sticker" OHVs. Users travel the trail in a wide range of OHVs including dirt bikes and a variety of 4-wheel drive vehicles.

4 Publicly Reviewed Plan - Q 4.

4. Is there a publicly reviewed and adopted plan that supports the need for the Project? 0

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

- No (No points) Yes (5 points)

Identify plan

5 Recycled Materials - Q 5.

5. The Project makes substantial use of recycled content building materials such as 0

- Materials diverted from landfills
- Recycled plastic lumber
- Fly ash content concrete

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

- No (No points) Yes (5 points)

Explain 'Yes' response

6 Sustainable Technologies - Q 6.

6. The Project makes substantial use of sustainable technologies such as: 4

- Alternative fuel vehicles and equipment
- Repaving with permeable asphalt
- Renewable energy sources (e.g., solar, wind)

- Low volatile organic compound emission materials (e.g., paint, sealants, carpet)
- Practices that meet U.S. Green Building Council LEED Silver standard
- Water efficient landscaping
- Low-flow plumbing fixtures
- Utilizing local building materials

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

No (No points)

Yes (4 points)

Explain 'Yes' response

solar lighting

7 Sustain Existing OHV Recreation - Q 7.

7. The Project is designed to sustain existing OHV Recreation 2

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

Project directly improves or sustains existing OHV Opportunity (3 points)

Project improves support facilities associated with existing OHV Opportunity (2 points)

Project involves construction of a facility associated with new OHV Opportunity (No points)

8 Motorized Access - Q 8.

8. The Project improves facilities that provide motorized access to the following nonmotorized 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)

9 Public Input - Q 9.

9. The Project was developed with public input employing the following 2

(Check all that apply) Scoring: 1 point each, up to a 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

Discusses at several meetings of the Rubicon Oversight Committee (ROC) attended by the public and stakeholders.

10 Utilization of Partnerships - Q 10.

10. 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), US Forest Service Pacific Ranger District (USFS), State Dept. of Parks & Recreation OHMVR Div.

11 Primary Funding Source - Q 11.

11. Primary funding source for future operational costs associated with the Project will be 5

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

- Applicant's operational budget (5 points)
 Volunteer support and/or donations (3 points)
 Other Grant funding (2 points)
 OHV Trust Funds (No points)

If 'Operational budget' is checked, list reference document(s):

El Dorado County FY 2009/10 Approved Budget

12 Offsite Impacts - Q 12.

12. Offsite impacts relative to the Project Area (e.g., sound, fugitive dust, runoff) have been addressed: 4

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

- No (No points) Yes (4 points)

Explain 'Yes' response

Runoff will be addressed with drip line BMP's upon completion of project.

13 Riparian/Wetland Issues - Q 13.

13. Does the Project Area contain Riparian/Wetland issues? 10

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

- No (10 points) Yes (if yes - respond to item below)

The Project utilizes the following techniques to prevent damage to, or restore Riparian/Wetland areas

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

- Re-routes to divert trails away from Riparian/Wetlands areas (2 points)
 Well documented evaluation and monitoring strategies (list reference document) (2 points)
 Provide bridges instead of wet crossings (2 points)
 Provide sanitary facilities (2 points)
 Restrict public vehicular access in Riparian/Wetland areas by placing physical barriers (e.g., gates, fences, bollard, boulders) (2 points)

Reference Document