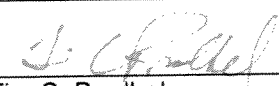


Contract #: **AGMT 10-53043**  
Legistar 10-0846

CA Dept of P&R Grant Agreement for Route Variants Restoration - Rubicon Trail (99431)

# CONTRACT ROUTING SHEET

**PROCESSING DEPARTMENT:**

Department: Transportation  
Dept. Contact: Tim Prudhel  
Phone: x5974  
Department Head  
Signature:   
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 Agmt for Route Variants Restoration-Rubicon Trail (G09-03-06-R01)

Contract Term: One year Contract Amount: \$ 78,000

Compliance with Human Resources Requirements? Yes: N/A No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_ NA - Grant Agreement

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

Approved:  Disapproved: \_\_\_\_\_ Date: 8/13/10 By: D. Livingston DJR  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

*Please return directly to DOT upon approval.*

Index Code: <u>306222</u>	User Code: <u>99431</u>
---------------------------	-------------------------

**RISK MANAGEMENT:** (All contracts and MOUs except boilerplate grant funding agreements)

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
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 20, 2010

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

**Subject: El Dorado County DOT – Rubicon Trail Restoration, G09-03-06-R01**

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 2009 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: G09-03-06-R01      PROJECT TYPE: Restoration

GRANTEE: El Dorado County Transportation Department

PROJECT TITLE: Rubicon Trail Route Variants Restoration

PROJECT PERFORMANCE PERIOD: FROM 07/08/2010 THROUGH 07/07/2013

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$78,000.00 (Seventy Eight 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, Maintenance and Operations Division, Department of Transportation, or successor.

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME: James W. Ware, P.E.	AUTHORIZED NAME: Sixto J. Fernandez
TITLE: Director of Transportation	TITLE: Grants Manager
DATE:	DATE:

CONTRACT NUMBER: C32-11-124		VENDOR NUMBER: 3000000002-08		FUND: Off-Highway Vehicle Trust Fund	
INDEX: 1550	OBJECT CODE: 702	PCA: 62665	CONTRACT AMOUNT: 78,000.00	APPROPRIATION: Local Assistance	
ITEM: 3790-101-0263		CHAPTER: 1/09	STATUTE: 2009	FISCAL YEAR: 2010/2011	

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: Rubicon Trail Route Variants Restoration**

<b>APPLICANT NAME :</b>	El Dorado County Transportation Department		
<b>PROJECT TITLE :</b>	Rubicon Trail Route Variants Restoration	<b>PROJECT NUMBER (Division use only) :</b>	G09-03-06-R01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Restoration		
<b>PROJECT DESCRIPTION :</b>	OHV related Restoration along the El Dorado County portion of the Rubicon trail. Eleven variant routes will be restored. Activities include; barrier installation, vertical mulching, erosion control, soil de-compaction and sign installation.  The grantee is required to provide a minimum of 26% in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	Other-Maintenance Worker II	158.920	50.340	HRS	8,000.00	0.00	8,000.00
	Other-Admin Tech	80.000	44.610	MOS	0.00	3,569.00	3,569.00
	<b>Total for Staff</b>				<b>8,000.00</b>	<b>3,569.00</b>	<b>11,569.00</b>
<b>2</b>	<b>Contracts</b>						
	Other-CCC	1.000	80000.000	EA	50,000.00	30,000.00	80,000.00
	Other-Resource Conservation District	1.000	40000.000	EA	20,000.00	20,000.00	40,000.00
	<b>Total for Contracts</b>				<b>70,000.00</b>	<b>50,000.00</b>	<b>120,000.00</b>
<b>3</b>	<b>Materials / Supplies</b>						
	Other-6"-12" Rock Rip Rap	20.000	25.000	YD	0.00	500.00	500.00
<b>4</b>	<b>Equipment Use Expenses</b>						
<b>5</b>	<b>Equipment Purchases</b>						
<b>6</b>	<b>Others</b>						
<b>7</b>	<b>Indirect Costs</b>						
	<b>Total Program Expenses</b>				<b>78,000.00</b>	<b>54,069.00</b>	<b>132,069.00</b>
	<b>TOTAL DIRECT EXPENSES</b>				<b>78,000.00</b>	<b>54,069.00</b>	<b>132,069.00</b>
	<b>TOTAL EXPENDITURES</b>				<b>78,000.00</b>	<b>54,069.00</b>	<b>132,069.00</b>

**ATTACHMENT 1**

**Project Cost Estimate for  
Agency: El Dorado County Transportation Department  
Application: Rubicon Trail Route Variants Restoration**

---

<b>TOTAL PROJECT AWARD (Rounded to the nearest \$1000)</b>	<b>78,000.00</b>	
--	------------------	--

## 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.

- 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.



- 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

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.

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.

## Rubicon Trail Route Variants Restoration

FOR OFFICE USE ONLY:

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

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

### A. List of Restoration Activities

On January 26, 2010, the County of El Dorado Board of Supervisors adopted the Rubicon Trail Route in compliance with the Clean-up and Abatement Order (CAO) No. R5-2009-0030 issued by the Central Valley Regional State Water Resources Control Board on April 30, 2009. The adopted Route includes 6 variant routes approved for OHV use and 11 variant routes to be rehabilitated. The variants to be restored are:

- 1) Wentworth Springs Campground Bypass (1.1), 630 Linear Feet (LF) - Trail Location M on Project Map
- 2) Vicinity of Postpile (1.3), 1,030 LF - Trail Location A on Project Map
- 3) Vicinity of Postpile (1.5), 275 LF - Trail Location A on Project Map
- 4) 14N34B, 40 LF - Trail Location C on Project Map
- 5) After Ellis Creek (1.6), 440 LF - Trail Location D on Project Map
- 6) Soup Bowl, 260 LF - Trail Location E on Project Map
- 7) West of Winter Camp (1.7), 260 LF - Trail Location F on Project Map
- 8) Little Sluice Short Bypass (1.9), 630 LF - Trail Location G on Project Map
- 9) Thousand Dollar Hill Bypass, 105 LF - Trail Location J on Project Map
- 10) Original Trail at Buck Island, 1,500 LF - Trail Location L on Project Map
- 11) Alternate Route near Placer County Line, 280 LF - Trail Location Q on Project Map

Restoration of these variants will consist of installing 6" - 12" rock rip rap, log and soil mound barrier Best Management Practices (BMP's) at the beginning and end of each variant to prevent vehicle use in order to achieve restoration. Branches, small trees, down logs, and pine needle mulch from the vicinity of the trail will be installed on the variant to provide obstruction for travel and disguise from easy detection. The restoration activities will involve use of dozer or excavator equipment to install drainage structures, break up the compacted layers of soil with ripper teeth, the tines of the excavator bucket, or in some instances with hand tools. Where feasible, the land forms will be restored and stabilized. Ground cover in the form of nearby natural leaf and litter or certified weed free straw will be spread over the bare soil to reduce erosion. Trail closed signs will be installed on both ends of the variant until the area has revegetated. The trail restoration will be monitored for the next few years to determine if measures were effective for closure and restoration.

El Dorado County DOT will contract with California Conservation Corps (CCC's) and Resource Conservation District (RCD) to complete the restoration of the eleven variant routes listed above.

### B. Describe how the proposed Project relates to OHV Recreation and how OHV Recreation caused the damage:

The Rubicon Trail attracts both street-legal and "green sticker" off-road motor vehicle enthusiasts. Users travel the Trail in a wide range of all-terrain vehicles (e.g. 4-wheel drive trucks, jeeps, Sport Utility Vehicles (SUVs), motorcycles, dirt bikes). The Trail also provides access to the adjacent Desolation Wilderness for non-vehicular users such as hikers, backpackers, and sportsmen. Damage was caused by OMV recreation use along variant routes that had been created to avoid difficult areas, or as OHV play areas, or were needed for winter use.

As noted in the List of Restoration Activities, eleven route variants have been identified for restoration. These variant routes were found to be unnecessary and future OHV use will be discouraged through the use of restoration activities set forth in this grant application.

The restoration of these route variants and the associated rerouting of the main Trail to more stable or otherwise appropriate locations will provide for a reduction in erosion, subsequent sedimentation and spill issues, while still allowing for the continued OHV use on the main Trail. Without these restoration efforts, these route variants would continue to

contribute sediment to the various streams, degrading water quality and fish habitat. The restoration of the eleven variants will also reduce the extent and cost of future maintenance of the Trail.

**C. Describe the size of the specific Project Area(s) in acres and/or miles**

The combined length of the eleven variants to be restored is approximately 5,430 linear feet (LF) or 1.03 miles. Most of these variants are established, and vary in width from 8 feet to 12 feet. Therefore, using a nominal width of 10 feet, it is estimated that this Project area is approximately 1.25 acres.

**D. Monitoring and Methodology**

The Project includes monitoring both the effectiveness of the restoration and subsequent incursions into the restored areas. County DOT staff will conduct site visits in the Spring and Fall to inventory the effectiveness of the implemented restoration activities. County law enforcement staff will patrol the Project Area on a regular basis throughout the trail use season to assure that the restored areas are not receiving unauthorized OHV use.

Photos will be taken before and after all restoration activities have been implemented, and the results will be documented in reports specifically identified by Stations. An example of a sample report is attached. Other photo monitoring points will also be established. These restoration sites will be re-photographed two times each year, in the Spring (pre-OHV season) and in the Fall (post-OHV season) to monitor and document the success and/or failure of the restoration efforts.

**E. List of Reports**

Not Applicable.

**F. Goals, Objectives and Methodology / Peer Reviews**

Not Applicable.

**G. Plan for Protection of Restored Area**

As described in the Project description (Item A), 6" - 12" rock rip rap, log, soil mound type barriers will be installed at the access points to the restored areas to prohibit further OHV use on the restored route variants. Signs will also be installed informing the public that these are restored areas and that they are closed to vehicle use. The monitoring section (Item D) describes that these restored sites will be visited by County DOT and law enforcement staff on a regular basis during the trail use season to assure that the closures are effective, that signs are in place, and that the areas are returning to a natural condition.

## Additional Documentation

FOR OFFICE USE ONLY:	Version # _____	APP # _____
----------------------	-----------------	-------------

**1. Project-Specific Maps**

Attachments:

Rubicon Trail Overall Project Map  
Rubicon Trail Route Variant Detail Maps

**2. Project-Specific Photos**

Attachments:

Rubicon Trail Restoration Site Photos  
Rubicon Trail Before After Photos Sta 7545

**Project Cost Estimate**

FOR OFFICE USE ONLY:      Version # _____      APP # _____	
<b>APPLICANT NAME :</b>	El Dorado County Transportation Department
<b>PROJECT TITLE :</b>	Rubicon Trail Route Variants Restoration
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Restoration
<b>PROJECT DESCRIPTION :</b>	<p>On January 26, 2010, the County of El Dorado Board of Supervisors adopted the Rubicon Trail Route in compliance with the Clean-up and Abatement Order (CAO) No. R5-2009-0030 issued by the Central Valley Regional State Water Resources Control Board on April 30, 2009. The adopted Route includes 6 variant routes approved for OHV use and 11 variant routes to be rehabilitated. The variants to be restored are:</p> <ol style="list-style-type: none"> <li>1) Wentworth Springs Campground Bypass (1.1), 630 Linear Feet (LF) - Trail Location M on Project Map</li> <li>2) Vicinity of Postpile (1.3), 1,030 LF - Trail Location A on Project Map</li> <li>3) Vicinity of Postpile (1.5), 275 LF - Trail Location A on Project Map</li> <li>4) 14N34B, 40 LF - Trail Location C on Project Map</li> <li>5) After Ellis Creek (1.6), 440 LF - Trail Location D on Project Map</li> <li>6) Soup Bowl, 260 LF - Trail Location E on Project Map</li> <li>7) West of Winter Camp (1.7), 260 LF - Trail Location F on Project Map</li> <li>8) Little Sluice Short Bypass (1.9), 630 LF - Trail Location G on Project Map</li> <li>9) Thousand Dollar Hill Bypass, 105 LF - Trail Location J on Project Map</li> <li>10) Original Trail at Buck Island, 1,500 LF - Trail Location L on Project Map</li> <li>11) Alternate Route near Placer County Line, 280 LF - Trail Location Q on Project Map</li> </ol> <p>Restoration of these variants will consist of installing 6" - 12" rock rip rap, log and soil mound barrier Best Management Practices (BMP's) at the beginning and end of each variant to prevent vehicle use in order to achieve restoration. Branches, small trees, down logs, and pine needle mulch from the vicinity of the trail will be installed on the variant to provide obstruction for travel and disguise from easy detection. The restoration activities will involve use of dozer or excavator equipment to install drainage structures, break up the compacted layers of soil with ripper teeth, the lines of the excavator bucket, or in some instances with hand tools. Where feasible, the land forms will be restored and stabilized. Ground cover in the form of nearby natural leaf and litter or certified weed free straw will be spread over the bare soil to reduce erosion. Trail closed signs will be installed on both ends of the variant until the area has revegetated. The trail restoration will be monitored for the next few years to determine if measures were effective for closure and restoration.</p> <p>El Dorado County DOT will contract with California Conservation Corps (CCC's) and Resource Conservation District (RCD) to complete the restoration of the eleven variant routes listed above.</p>
<b>10-084</b>	
<b>DIRECT EXPENSES</b>	
<b>DD.15</b>	
<b>Line Item</b>	<b>Total</b>
<b>Qty</b>	<b>Match</b>
<b>Rate</b>	<b>Grant Request</b>
<b>UOM</b>	<b>Total</b>

Project Cost Estimate for Grants and Cooperative Agreements Program - 2009/2010  
 Agency: El Dorado County Transportation Department  
 Application: Rubicon Trail Route Variants Restoration

5/3/2010

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
<b>Program Expenses</b>						
<b>1</b>						
Staff						
Other-Maintenance Worker II	160.000	50.340	HRS	8,054.00	0.00	8,054.00
Other-Admin Tech	80.000	44.610	MOS	0.00	3,569.00	3,569.00
<b>Total for Staff</b>				<b>8,054.00</b>	<b>3,569.00</b>	<b>11,623.00</b>
<b>2</b>						
Contracts						
Other-CCC	1.000	80000.000	EA	50,000.00	30,000.00	80,000.00
Other-Resource Conservation District	1.000	40000.000	EA	20,000.00	20,000.00	40,000.00
<b>Total for Contracts</b>				<b>70,000.00</b>	<b>50,000.00</b>	<b>120,000.00</b>
<b>3</b>						
Materials / Supplies						
Other-6"-12" Rock Rip Rap	20.000	25.000	YD	0.00	500.00	500.00
<b>4</b>						
Equipment Use Expenses						
<b>5</b>						
Equipment Purchases						
<b>6</b>						
Others						
<b>7</b>						
Indirect Costs						
<b>Total Program Expenses</b>				<b>78,054.00</b>	<b>54,069.00</b>	<b>132,123.00</b>
<b>TOTAL DIRECT EXPENSES</b>				<b>78,054.00</b>	<b>54,069.00</b>	<b>132,123.00</b>
<b>TOTAL EXPENDITURES</b>				<b>78,054.00</b>	<b>54,069.00</b>	<b>132,123.00</b>



Line Item	Grant Request	Match	Total	Narrative
<b>DIRECT EXPENSES</b>				
<b>Program Expenses</b>				
1	8,054.00	3,569.00	11,623.00	
2	70,000.00	50,000.00	120,000.00	
3	0.00	500.00	500.00	
4	0.00	0.00	0.00	
5	0.00	0.00	0.00	
6	0.00	0.00	0.00	
7	0.00	0.00	0.00	
<b>Total Program Expenses</b>	<b>78,054.00</b>	<b>54,069.00</b>	<b>132,123.00</b>	
<b>TOTAL DIRECT EXPENSES</b>	<b>78,054.00</b>	<b>54,069.00</b>	<b>132,123.00</b>	
<b>TOTAL EXPENDITURES</b>	<b>78,054.00</b>	<b>54,069.00</b>	<b>132,123.00</b>	

## Environmental Review Data Sheet (ERDS)

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. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) (Please select Yes or No)  Yes  No

### ITEM 3 - Project under CEQA Guidelines Section 15378

- c. ITEM 3 - Are the proposed activities a "Project" under CEQA Guidelines Section 15378?  Yes  No  
(Please select Yes or No)
- d. 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
- e. 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 4 – 10

### ITEM 4 - Impact of this Project on Wetlands

The proposed Project is categorically exempt under CEQA pursuant to Section 15301(c) "Existing Facilities" of the CEQA Guidelines. Therefore, no significant impacts on wetlands, navigable waters, and sensitive habitats and species (including threatened and endangered species) would occur as a result of this Project.

### ITEM 5 - Cumulative Impacts of this Project

The proposed Project is categorically exempt under CEQA pursuant to Section 15301(c) "Existing Facilities" of the CEQA Guidelines. Therefore, no significant cumulative impacts, such as increased noise or traffic, would occur as a result of this Project.

### ITEM 6 - Soil Impacts

The proposed Project is categorically exempt under CEQA pursuant to Section 15301(c) "Existing Facilities" of the CEQA Guidelines. Therefore, no significant effect on the environment due to substantial soil erosion or the loss of topsoil would occur as a result of this Project.

### ITEM 7 - Damage to Scenic Resources

The Rubicon Trail is not a highway officially designated as a state scenic highway, and therefore, the potential damage to scenic resources within the viewshed is not applicable to this proposed Project. The Rubicon Trail is not within the viewshed of a highway officially designated as a state scenic highway.

### ITEM 8 - 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)? (Please select Yes or No)  Yes  No

10-0846.D.18

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 9 - 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? (Please select Yes or No)  Yes  No

Discuss the potential for the proposed Project to have any substantial adverse impacts to historical or cultural resources.

The proposed Project is categorically exempt under CEQA pursuant to Section 15301(c) "Existing Facilities" of the CEQA Guidelines. Therefore, no substantial adverse impacts to historical or cultural resources would occur as a result of this Project.

**ITEM 10 - Indirect Significant Impacts**

The proposed Project is categorically exempt under CEQA pursuant to Section 15301(c) "Existing Facilities" of the CEQA Guidelines. Therefore, no indirect significant impacts, either by causing user groups to go elsewhere, causing significant impacts off-site, or significantly increasing use in the vicinity of the Project site would occur as a result of this Project.

**CEQA/NEPA Attachment**

Attachments:

CEQA NOE Filed 03-30-2010

## Evaluation Criteria

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

### 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

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.) (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 2.

2. Natural and Cultural Resources - Failure to fund the Project will result in adverse impacts to: 5

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

- Domestic water supply (4 points)  
 Archeological and historical resources identified in the California Register of Historical Resources or the Federal Register of Historic Places (3 points )  
 Stream or other watercourse (3 points)  
 Soils - Site actively eroding (2 points)  
 Sensitive areas (e.g., wilderness, riparian, wetlands, ACEC) (2 point each, up to a maximum of 6) Enter number of sensitive habitats  
 Threatened and Endangered (T&E) listed species (2 point each, up to a maximum of 6) Enter number of T&E species  
 Other special-status species- Number of special-status species (1 point each, up to a maximum of 3) Enter number of special-status species

Describe the type and severity of impacts that might occur relative to the checked item(s):

These areas contribute sedimentation to the waters of the state.

### 3. Reason for Project - Q 3.

3. Reason for the Project 4

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

- Protect special-status species or cultural site (4 points)  
 Restore natural resource system damaged by OHV activity (4 points)  
 OHV activity in a closed area (3 points)  
 Alternative measures attempted, but failed (2 points)  
 Management decision (1 point)  
 Scientific and cultural studies (1 point)  
 Planning efforts associated with Restoration (1 point)

Reference Document

Clean up and Abatement Order No. R5-2009-0030.

### 4. Measures to Ensure Success - Q 4.

10-0846.D.20

4. Measures to ensure success –The Project makes use of the following elements to ensure successful implementation 12

(Check all that apply) Scoring: 2 points each (Please select applicable values)

- Site monitoring to prevent additional damage
- Construction of barriers and other traffic control devices
- Use of native plants and materials
- Incorporation of universally recognized 'Best Management Practices'
- Educational signage
- Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area

Explain each item checked above:

Barriers will be installed to discourage OHV use. Area will be restored using native materials. Law enforcement along with educational signage will be used to identify which route is in use and site monitoring will be used to asses area.

**5. Publicly Reviewed Plan - Q 5.**

5. Is there a publicly reviewed and adopted plan (e.g., wilderness designation, land management plans, route designation decisions) that supports the need for the Restoration Project? 5

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

- No (No points)  Yes (5 points)

Identify plan

The County Board of Supervisors adopted the route designation for the Rubicon Trail main route, and variants open for OHV use and variants to be restored, at the regular publicly noticed Board meeting on January 26, 2010.

**6. Primary Funding Source - Q 6.**

6. Primary funding source for future operational costs associated with the Project will be: 0

(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):

**7. Public Input - Q 7.**

7. 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)

- Publicly noticed 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

Rubicon Oversight Committee (ROC) public noticed meetings were held in November 2009 and December 2009. The Rubicon Trail Route Designation/Variants was adopted by the County of El Dorado Board of Supervisors at the regular publicly noticed Board meeting on January 26, 2010. Stakeholder meetings were also held with all property owners within the Project area in November 2009.

**8. Utilization of Partnerships - Q 8.**

8. 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 (USFS), California Conservation Corps (CCC's), Resource Conservation District (RCD),

**9. Scientific and Cultural Studies - Q 9.**

9. Scientific and cultural studies will 3

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

- Determine appropriate Restoration techniques (2 points)  
 Examine potential effects of OHV Recreation on natural or cultural resources (2 points)  
 Examine methods to ensure success of Restoration efforts (1 point)  
 Lead to direct management action (1 point)

Explain each item checked above

Each site will be evaluated and appropriate BMP's will be designed by DOT, in accordance with DOT's BMP Handbook. DOT will also conduct site visits in the Spring and Fall to inventory and assess the effectiveness of the implemented methods to ensure success of the restoration efforts.

**10. Underlying Problem - Q 10.**

10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved 3

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

- No (No points)  Yes (3 points)

Explain 'Yes' answer

The underlying problem was addressed by the County Board of Supervisors at the regular Board meeting on January 26, 2010. At this meeting, the Board adopted the Rubicon Trail main route and approved 6 variant routes for OHV use and 11 variant routes to be rehabilitated. This Restoration Project proposes to rehabilitate or restore these 11 variants as identified in the Project description (Item A).

**11. Size of sensitive habitats - Q 11.**

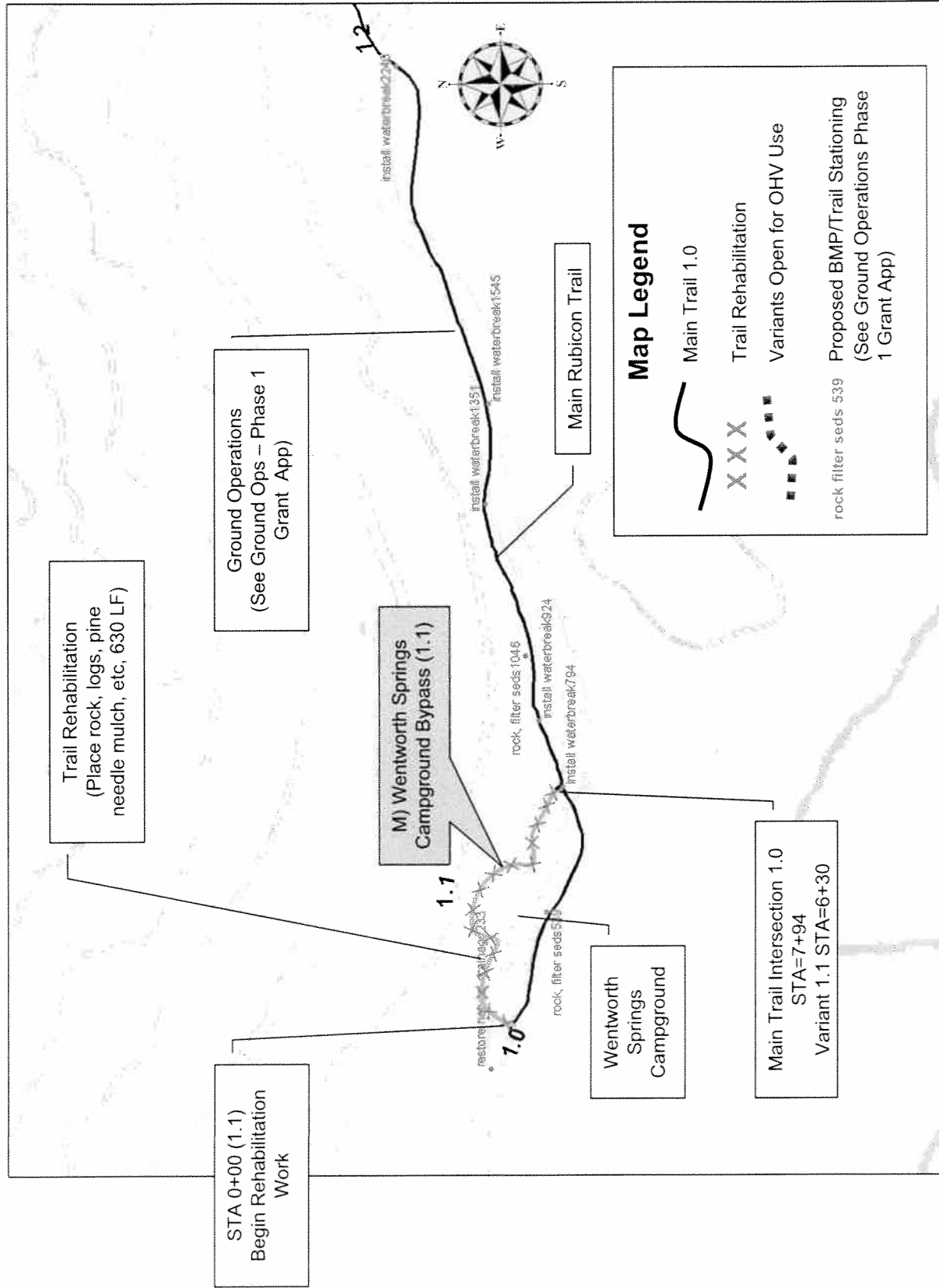
11. Size of sensitive habitats (e.g., wilderness, riparian, wetlands, ACEC) within the Project Area which will be restored 0

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

- Greater than 10 acres (5 points)  
 1 – 10 acres (3 points)  
 Less than 1 acre (1 points)  
 No sensitive habitat within Project Area (No points)

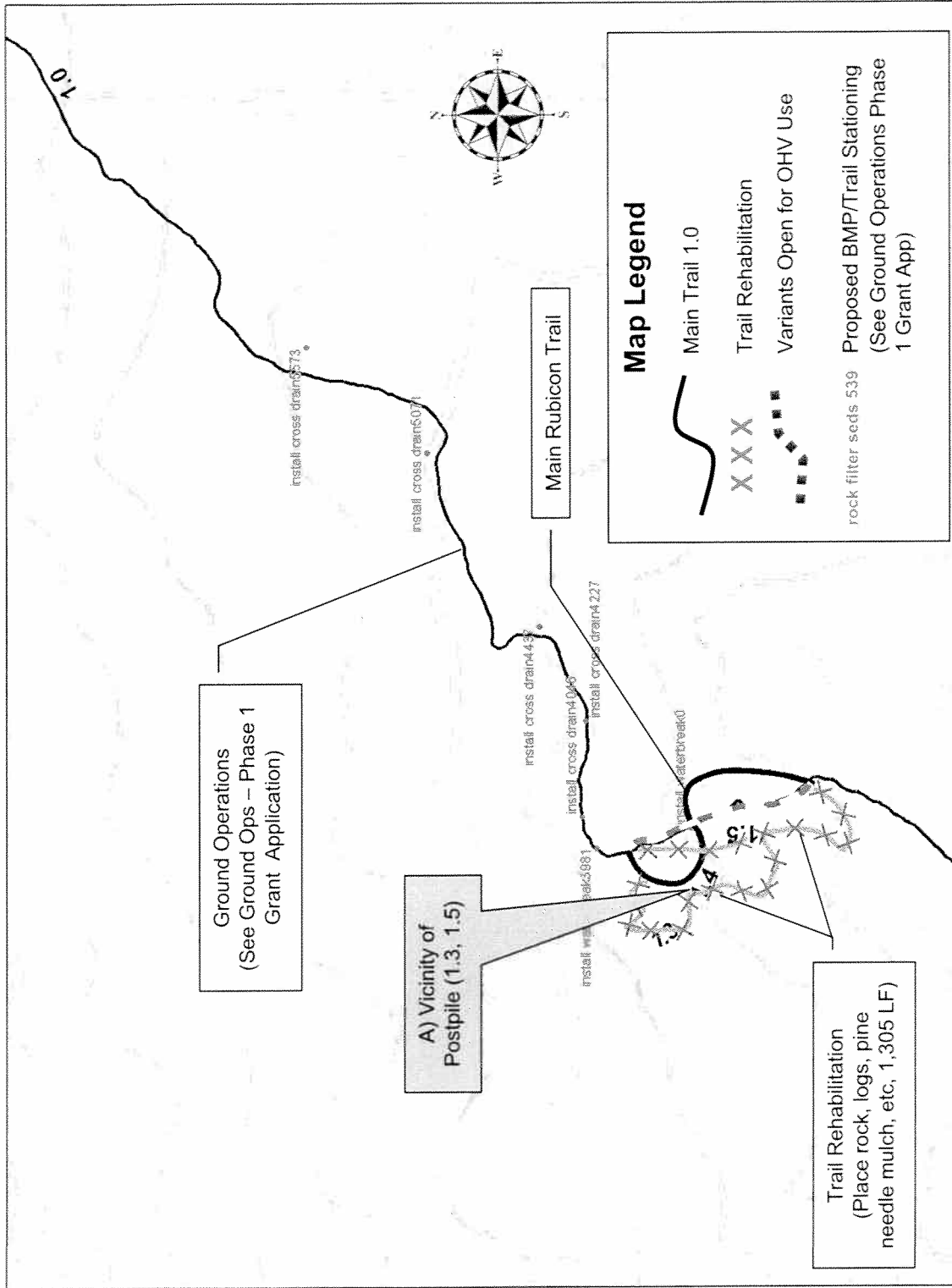


# Rubicon Trail Route Variant Location M Wentworth Springs Campground Bypass (1.1)

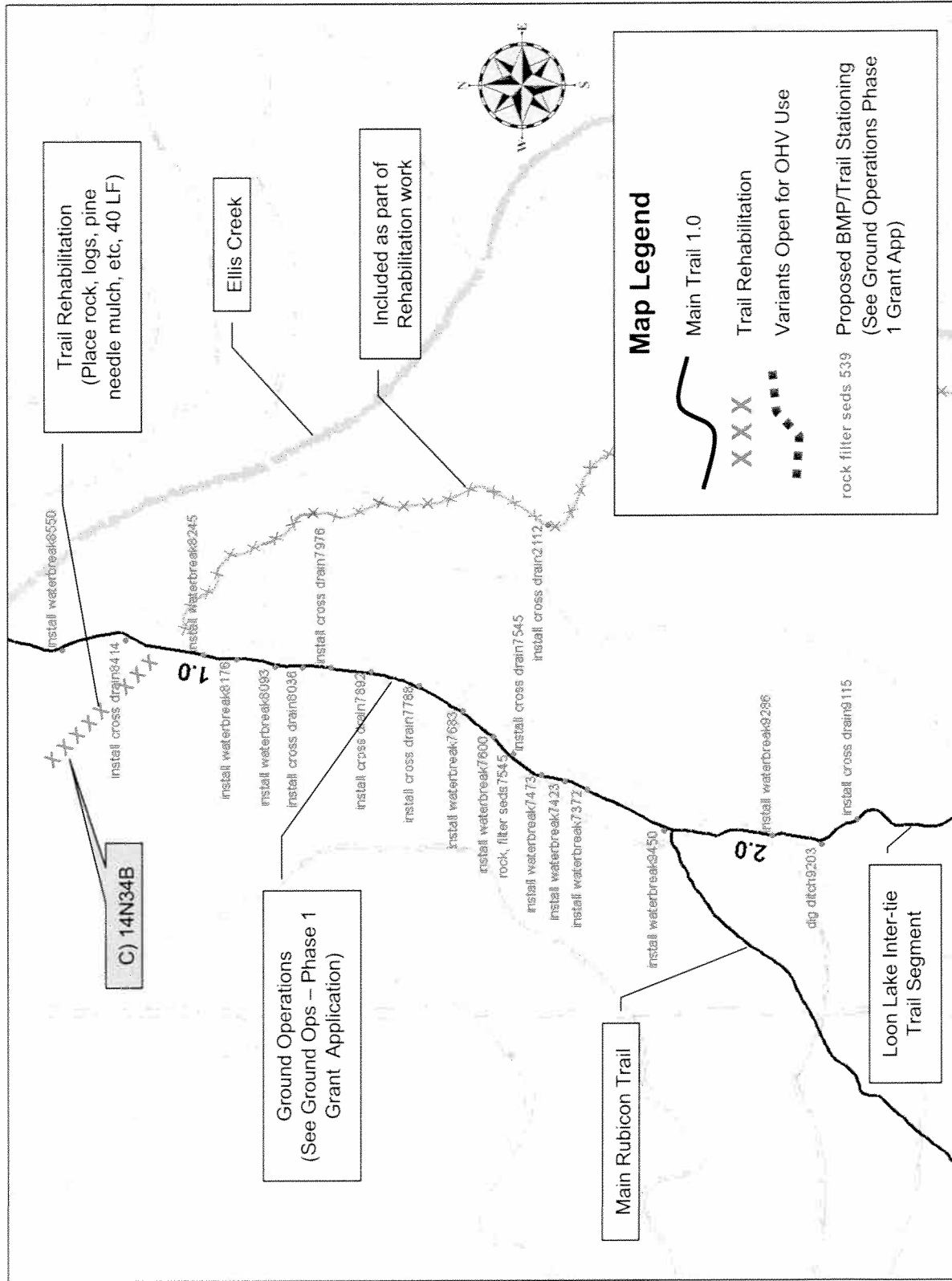




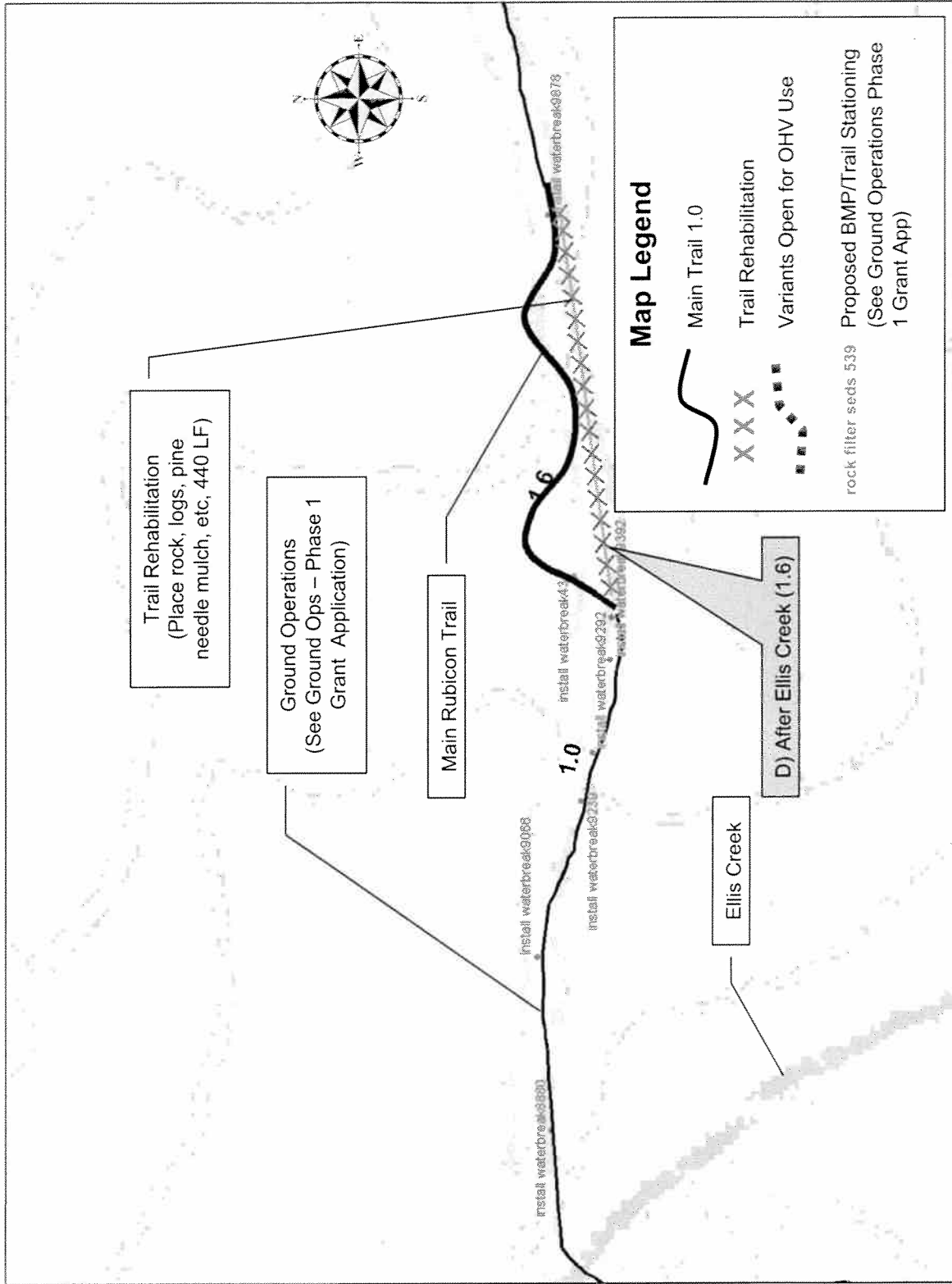
# Rubicon Trail Route Variant Location A Vicinity of Postpile (1.3, 1.5)



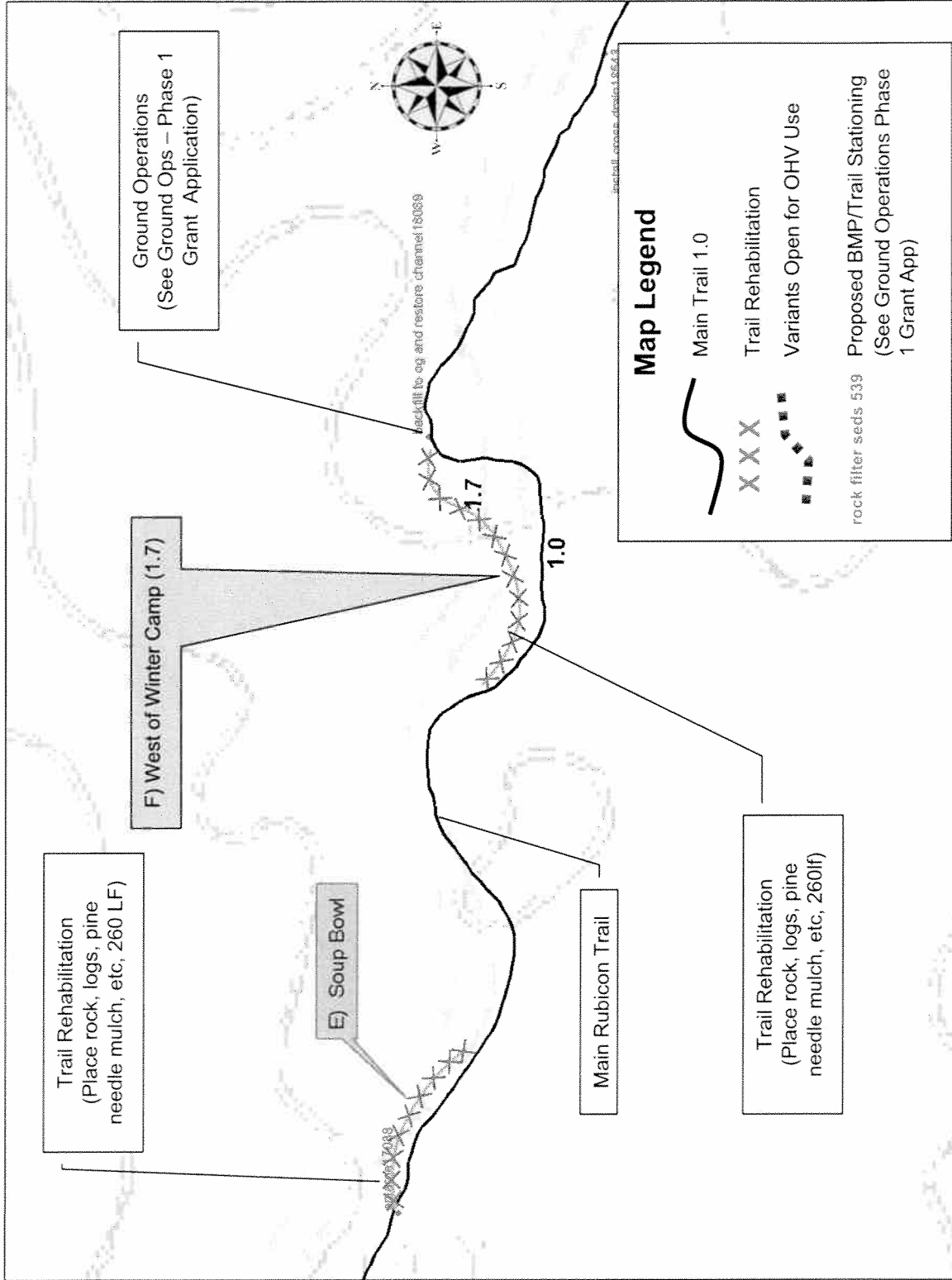
# Rubicon Trail Route Variant Location C 14N34B



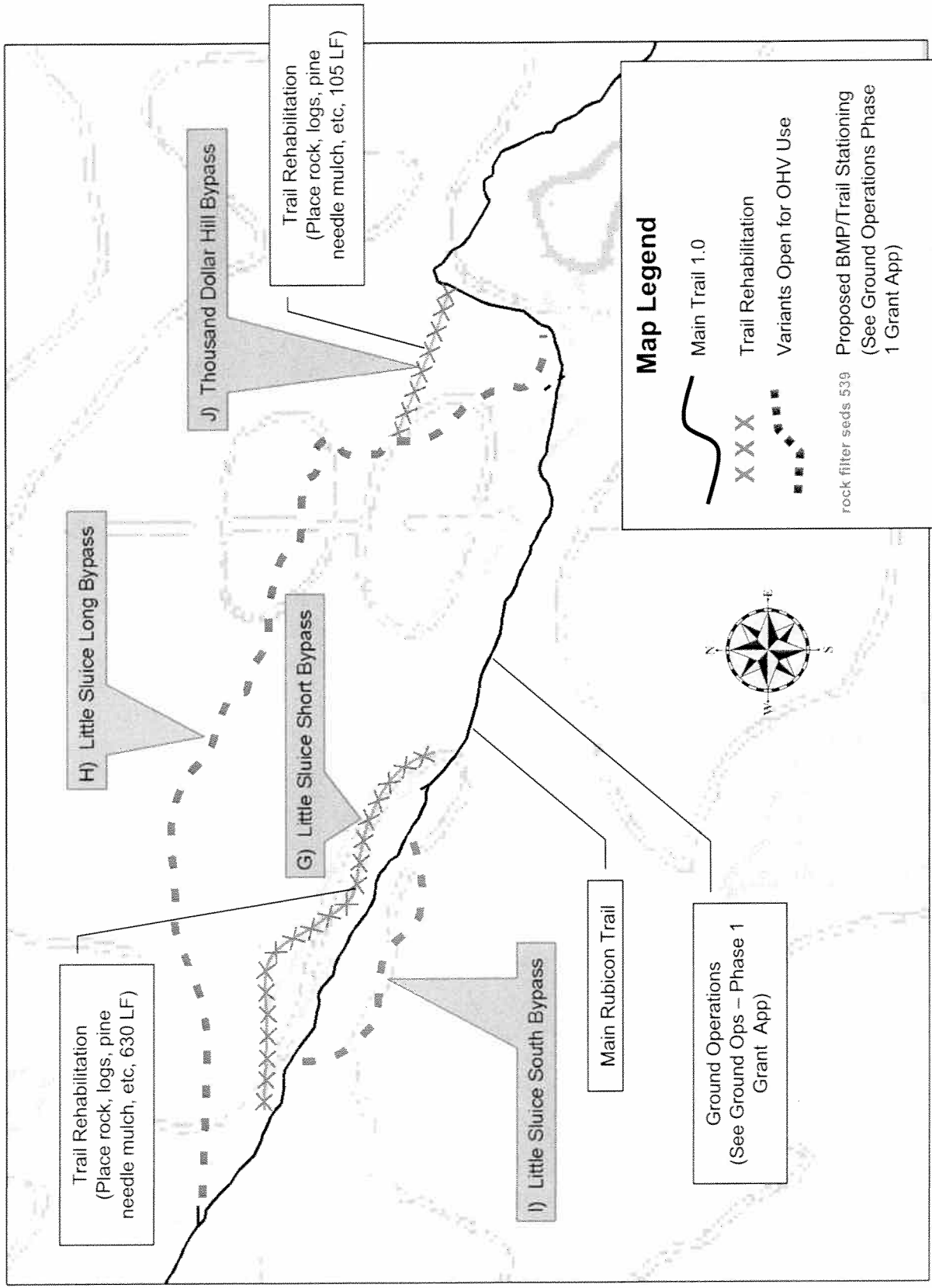
# Rubicon Trail Route Variant Location D After Ellis Creek Main Trail (1.6)



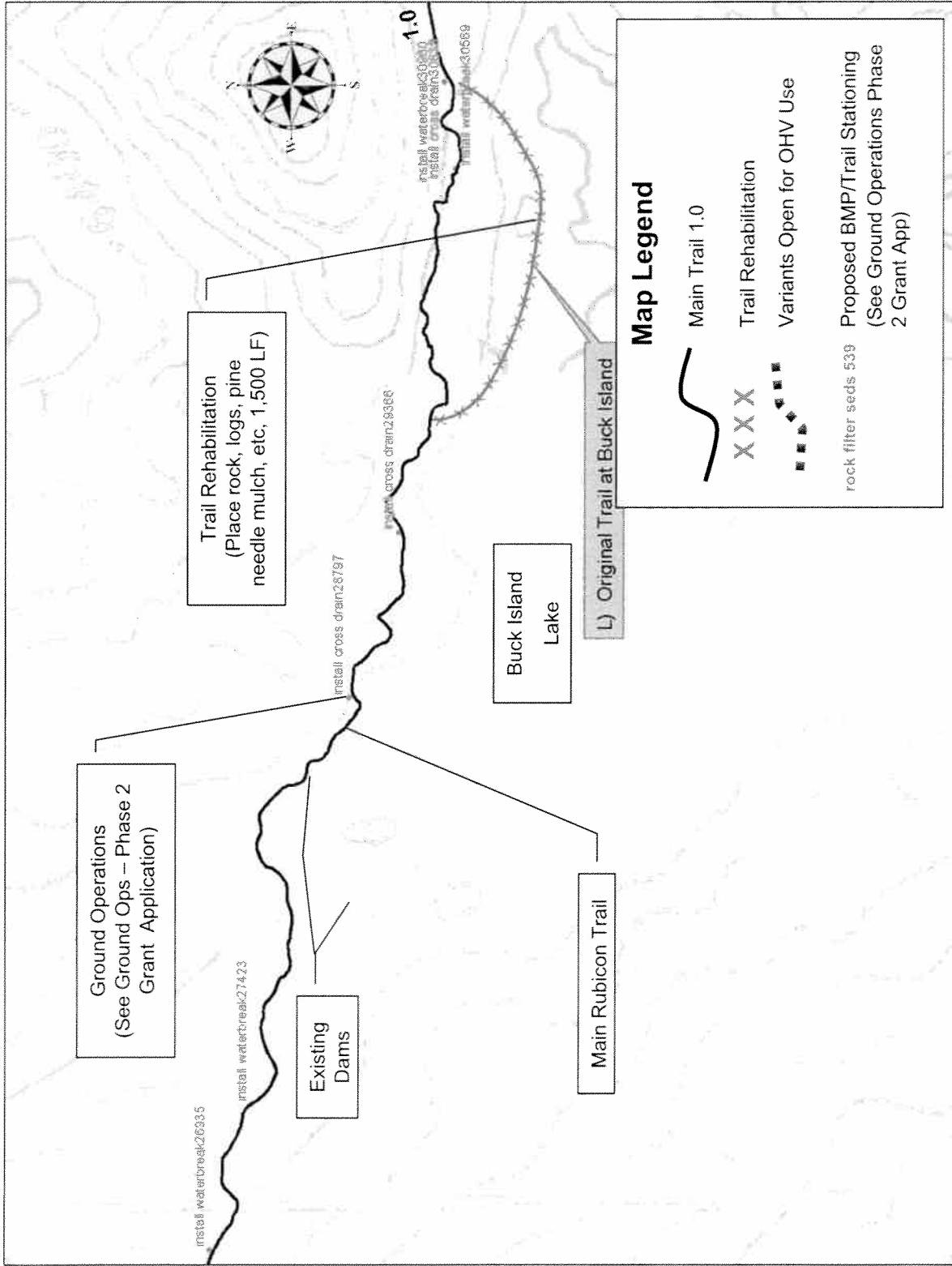
# Rubicon Trail Route Variant Locations E & F Soup Bowl & West of Winter Camp (1.7)



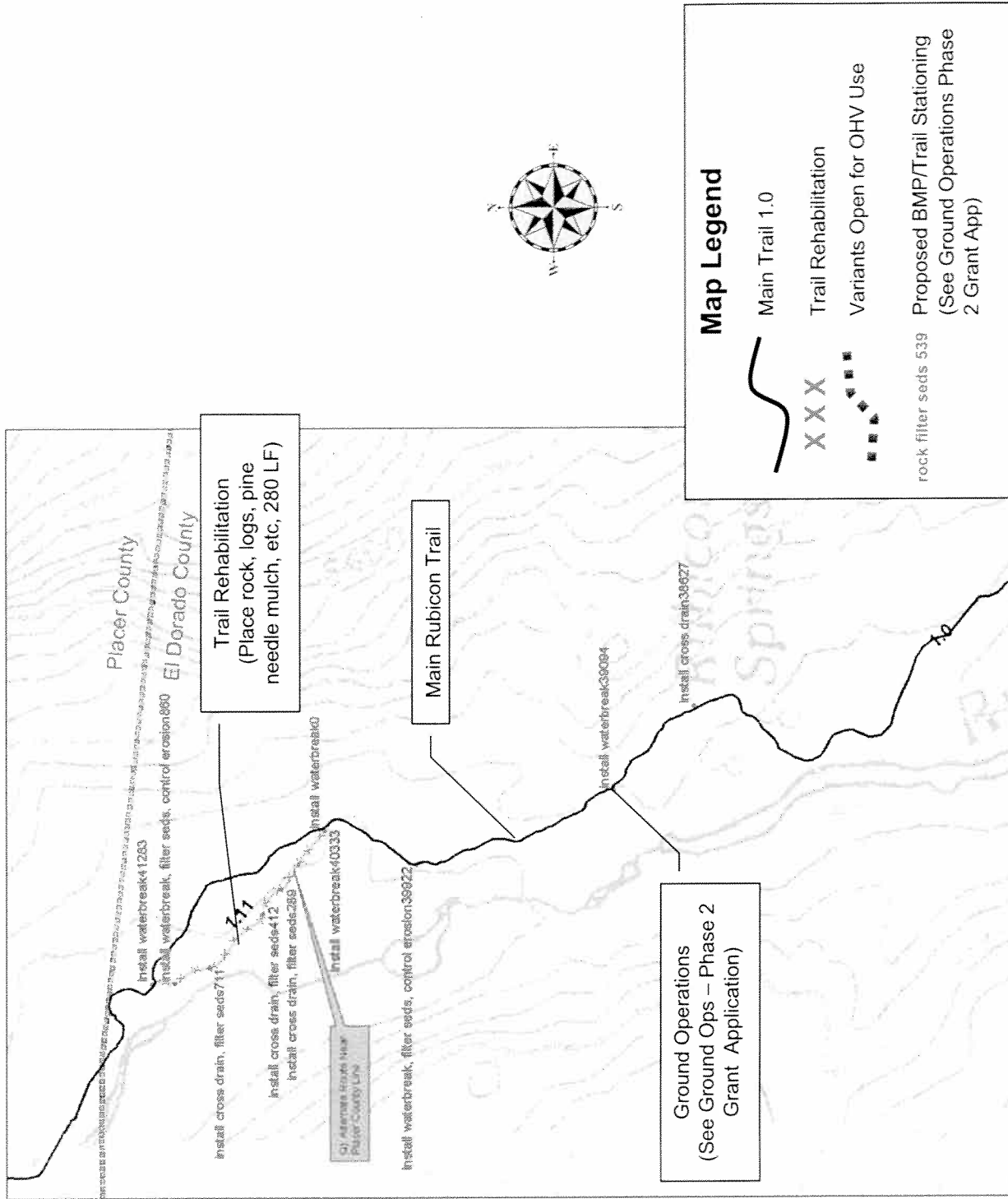
# Rubicon Trail Route Variant Locations G & J Little Sluice Short Bypass & Thousand Dollar Hill Bypass



# Rubicon Trail Route Variant Location L Original Trail at Buck Island



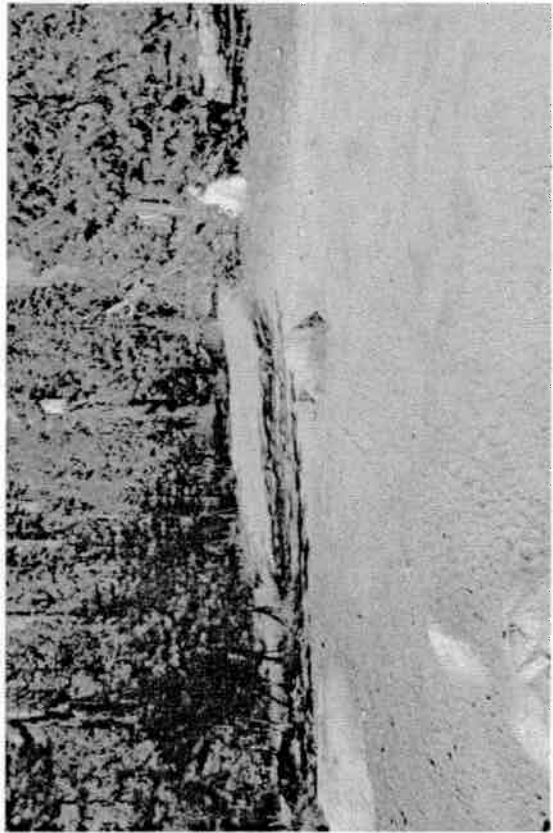
# Rubicon Trail Route Variant Location Q Alternate Route Near Placer County Line



# Rubicon Trail Restoration Route Variant Site Photos



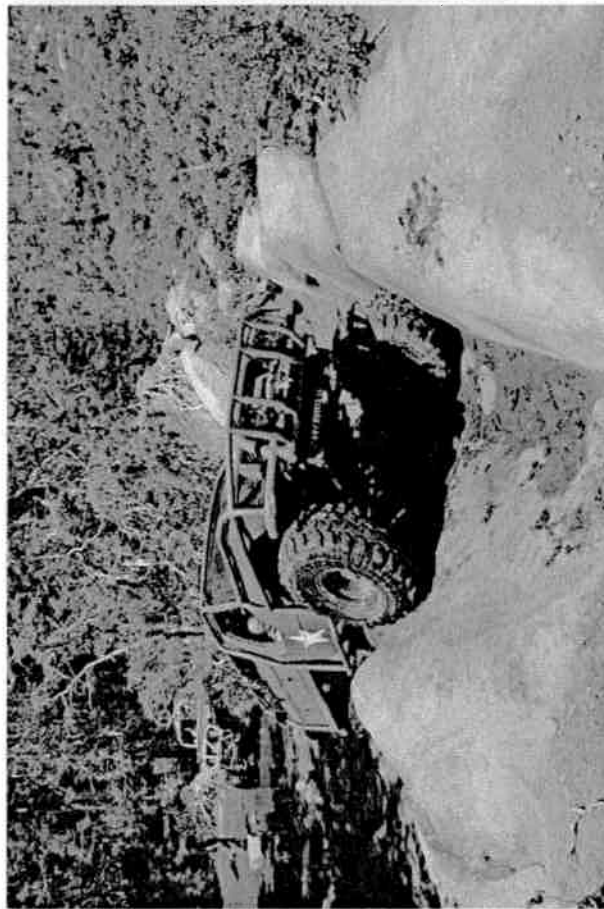
Vicinity of Postpile 1.3 & 1.5 (A)



14N34B (C)



After Ellis Creek (D)



Soup Bowl (E)



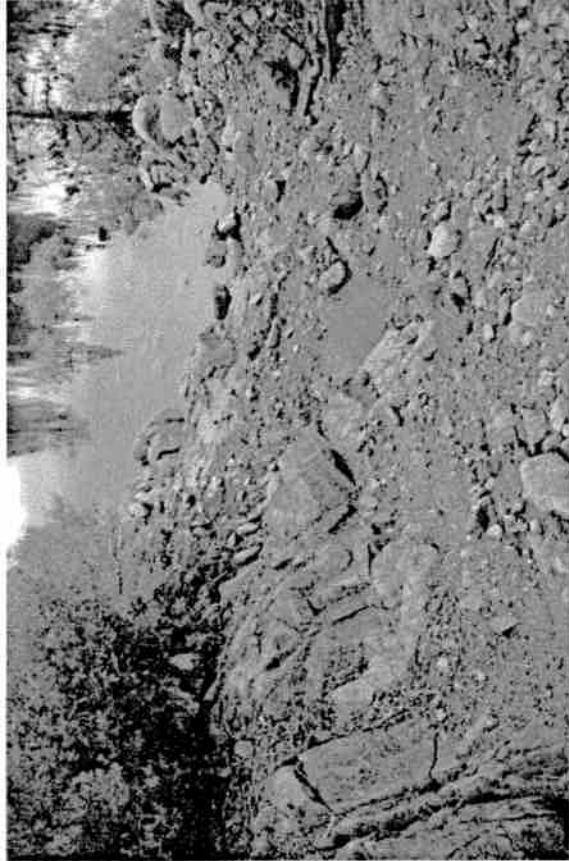
# Rubicon Trail Restoration Route Variant Site Photos



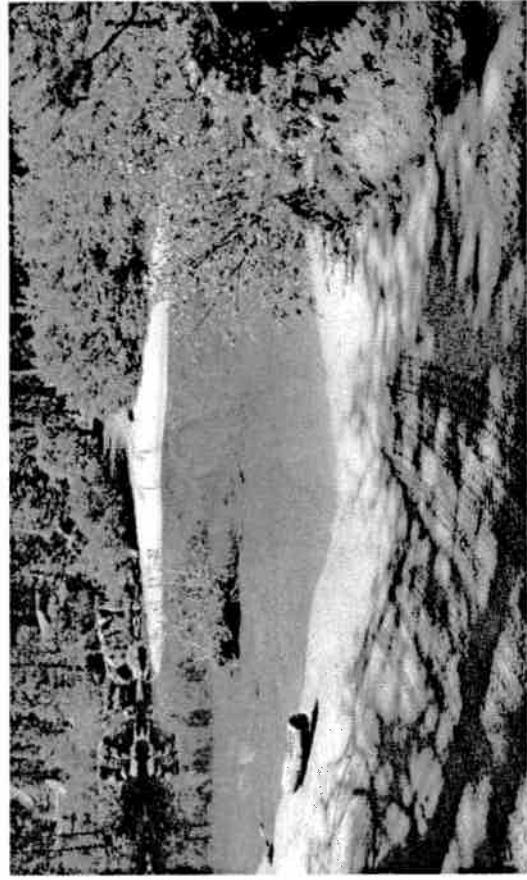
Little Sluice Short Bypass 1.9 (G)



Thousand Dollar Hill Bypass (J)



Original Trail at Buck Island (L)



Alternate Route near County Line (Q)

**COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION**

PROJECT SUMMARY SHEET

Provide a summary sheet for each project. Attach before and after photos.

Organization Name (if applicable): Department of Transportation
Project Supervisor: Rick Hammonds
Date(s) project was completed: 9/21/09-10/7/09
Project location: Station # 7545
Description of work completed:  Installed a rolling dip which drains into a sediment basin. Also completed rock fill/filter area around rolling dip  Rolling Dip Dim: 26' L x 10' W x 12" D  Sediment Basin Dim: 5' Dia x 30" D  Total Rock Quantity: 12 CY+/- Rock Size: 6"-12" angular cobble to 2" drain rock
Describe how the work completed provided a fix or improvement:  The CGS Report indentified a watershed drainage which comes into the Rubicon Trail at Station 7545 that was captured within the road section. The constructed BMP's will convey the off-site watershed drainage flowpath across the road into the sediment basin which will capture some of the sediment and dissipate some of the energy from various low frequency storms events and spring run-off.
Source of Materials : SMUD
Safety issues (if any): None

## Rubicon Trail Segment 1 Station 7545



**BEFORE (9-3-09)**



**AFTER (10-7-09)**

# CEQA Notice of Exemption

To: County of El Dorado,  
Recorder-Clerk's Office  
360 Fair Lane  
Placerville, CA 95667

From: County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, CA 95667

**Project Title:** Rubicon Trail Ground Operations (Phases 1 and 2) and Restoration Project

**Project Location – Specific:** The Rubicon Trail is located in the El Dorado National Forest, extending from Georgetown (at SR193), to Lake Tahoe in El Dorado and Placer Counties. Phase 1 extends from Wentworth Springs Campground (Station 0+00 on Main Trail Segment 1.0) to Little Sluice Box (Station 215+90), and from Loon Lake Intertie segment (2.0) from Parking Area (Station 9+27) to South of the Inter-tie Connection (Station 90+31). Phase 2 extends from Little Sluice Box (Station 215+90) to the El Dorado/Placer County line (Station 414+00).

**Project Location – City:** Unincorporated

**Project Location – County:** El Dorado

**Description of Project:** The Project complies with the Clean-up and Abatement Order (R5-2009-0030) issued by the CA Water Quality Control Board Central Valley Region, as follows: Ground Operations Phases 1 & 2 portion of the Project will continue the Department of Transportation Maintenance Operations begun in 2009 entailing the following: 1) Implement 2010 & 2011 Maintenance Operation Plan and Soil Conservation Plan, to include, but not be limited to, rock armoring, erosion control, drainage, revegetation, temporary erosion control (filter fence & rice fiber roll), trail signage, and Best Management Practices, along existing disturbed Rubicon main and variant routes; 2) Continue sanitation efforts (e.g. clean restrooms, purchase cardboard commodes); 3) Continue trash disposal services at Loon Lake and Tahoma; 4) purchase & install: a) raised pavement reflectors for night-time navigation, and b) flexible marker posts to delineate the trail within the 2010 recognized trail location. The Restoration portion of the Project entails barrier blocking (e.g., trees, boulders) along the eleven variant routes to discourage OHV use. These routes are: 1) Wentworth Springs Campground Bypass, 2) Vicinity of Postpile (1.3), 3) Vicinity of Postpile (1.5), 4) 14N34B, 5) After Ellis Creek, 6) Soup Bowl, 7) West of Winter Camp, 8) Little Sluice Short Bypass, 9) Thousand Dollar Hill Bypass, 10) Original Trail at Buck Island, and 11) Alternate Route near Placer County Line.

**Name of Public Agency Approving Project:** County of El Dorado County

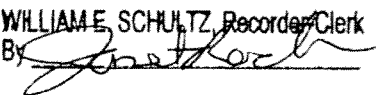
**Name of Person or Agency Carrying Out Project:** County of El Dorado Department of Transportation

**Exempt Status:** (check one)

- Ministerial (Sec. 21080(b)(1), 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a);
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c);
- Categorical Exemption. State type and section number: Existing Facilities §15301(c) Protection of Natural Resources §15307, and; Protection of Environment §15308. Statutory Exemption: State Code Number: \_\_\_\_\_

**FILED**

MAR 30 2010

WILLIAM E. SCHULTZ, Recorder/Clerk  
By: 

**Reasons why project is exempt:** §15301(c) applies because the Project is considered maintenance and repair of an existing trail. No impacts will occur to adjacent off-trail areas. Also, implementation of the Clean-up and Abatement Order (R5-2009-0030) with respect to existing erosion, sedimentation, sanitation, and spill contamination issues is covered the under §15307 (Actions by Regulatory agencies for Protection of Natural Resources) and §15308 (Actions by Agencies for Protecting the Environment).

**Lead Agency Contact Person:** Janet Postlewait, Principal Planner **Phone:** (530) 621-5993

**Signature:** 

**Date:** 3-29-10