

Contract #: **AGMT 10-53037**
Legistar 10-0846

CA Dept of P&R Grant Agreement for Ground Ops - Phase 1 - Rubicon Trail (99429)

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 Agmt for Ground Ops - Phase 1 - Rubicon Trail (G09-03-06-G02)

Contract Term: One year Contract Amount: \$ 378,000

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: 2/3/10 By: D. Livingston DR
Approved: _____ Disapproved: _____ Date: _____ By: _____

LIVINGSTON, DORIS
2/10/10 2:29 PM PST

Please return directly to DOT upon approval.

Index Code: <u>306222</u>	User Code: <u>99429</u>
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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 – Ground Operations Phase 1, G09-03-06-G02

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 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.

Sincerely,



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

Enclosure(s)

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G09-03-06-G02 PROJECT TYPE: Ground Operations

GRANTEE: El Dorado County Transportation Department

PROJECT TITLE: Rubicon Trail Ground Operations - Phase 1

PROJECT PERFORMANCE PERIOD: FROM 07/08/2010 THROUGH 07/07/2011

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$378,000.00 (Three Hundred 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 4970-4970.28 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:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-11-064		VENDOR NUMBER: 3000000002-08		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62865	CONTRACT AMOUNT: 378,000.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0283		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 Ground Operations - Phase 1**

APPLICANT NAME :	El Dorado County Transportation Department		
PROJECT TITLE :	Rubicon Trail Ground Operations - Phase 1	PROJECT NUMBER (Division use only) :	G09-03-06-G02
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	OHV related Ground Operations on the El Dorado County portion of the Rubicon trail. Activities include; trail maintenance, rock armoring, erosion control, restroom maintenance, trash disposal, and installation of trail signage/markers. The grantee is required to provide a minimum of 26% in matching funds.		

	Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Other-DOT HW Maint. 1 - Full Crews	2.500	78000.000	MOS	195,000.00	0.00	195,000.00
	Other-DOT Maint Management	2.500	3600.000	MOS	9,000.00	0.00	9,000.00
	Other-DOT HW Maint. Crew - Extra Help	2.500	6880.000	MOS	17,200.00	0.00	17,200.00
	Other-DOT Engineering CM	2.500	8620.000	MOS	21,550.00	0.00	21,550.00
	Other-DOT Engineering Design Services	8.000	4700.000	MOS	37,600.00	0.00	37,600.00
	Other-County/DOT Admin	12.000	1342.000	MOS	0.00	16,104.00	16,104.00
	Other-DOT Survey Services	3.000	13000.000	MOS	39,000.00	0.00	39,000.00
	Other-Trail Volunteers	2.500	15000.000	MOS	0.00	37,500.00	37,500.00
	Other-DOT Project Management	12.000	2850.000	MOS	34,200.00	0.00	34,200.00
	Other-Per Diem - Meals \$40/day/person	2.500	10000.000	MOS	0.00	25,000.00	25,000.00
	Total for Staff				353,550.00	78,604.00	432,154.00
2	Contracts						
	Other-vault toilet	1.000	2200.000	YR	0.00	2,200.00	2,200.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: El Dorado County Transportation Department
Application: Rubicon Trail Ground Operations - Phase 1**

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
pumping						
Other-restroom cleaning	1.000	1800.000	YR	0.00	1,800.00	1,800.00
Other-RCD - BMP Assessment	1.000	15000.000	YR	0.00	15,000.00	15,000.00
Other-Aerial Consultant	1.000	15250.000	EA	15,250.00	0.00	15,250.00
Total for Contracts				15,250.00	19,000.00	34,250.00
3 Materials / Supplies						
Other-Flexible Delineator Post	200.000	1.000	EA	0.00	200.00	200.00
Other-3/4 inch Crushed Rock	200.000	18.000	YD	0.00	3,600.00	3,600.00
Other-6" -12" Rock Rip Rap	700.000	25.000	YD	0.00	17,500.00	17,500.00
Other-Filter Fence - Temp BMP	40.000	50.000	EA	0.00	2,000.00	2,000.00
Other-Weighted Rice Fiber Rolls	40.000	60.000	EA	0.00	2,400.00	2,400.00
Other-Tents	15.000	150.000	EA	0.00	2,250.00	2,250.00
Other-Cots	20.000	100.000	EA	0.00	2,000.00	2,000.00
Other-Spill Kits - S'Oil Cleanse	1150.000	8.000	EA	9,200.00	0.00	9,200.00
Total for Materials / Supplies				9,200.00	29,950.00	39,150.00
4 Equipment Use Expenses						
Other-off-road Rubber Tired Backhoe	15.000	170.000	DAY	0.00	2,550.00	2,550.00
Other-off-road 1-1/2 to 2 YRD Loader	17.000	380.000	DAY	0.00	6,460.00	6,460.00
Other-off-road Dump - 10 Wheeler	17.000	340.000	DAY	0.00	5,780.00	5,780.00
Other-Refuse Dumpster	3.000	3000.000	EA	0.00	9,000.00	9,000.00
Other-Front Loader	17.000	350.000	DAY	0.00	5,950.00	5,950.00
Other-4 x 4 pickup	100.000	60.000	DAY	0.00	6,000.00	6,000.00
Other-Dump Truck - 1 Ton	35.000	125.000	DAY	0.00	4,375.00	4,375.00

ATTACHMENT 1

**Project Cost Estimate for
Agency: El Dorado County Transportation Department
Application: Rubicon Trail Ground Operations - Phase 1**

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
Other-3-Axle Tractor	15.000	300.000	DAY	0.00	4,500.00	4,500.00
Other-3/4 Ton Pickup	25.000	60.000	DAY	0.00	1,500.00	1,500.00
Equipment Rental Notes : Rental equipment includes, but is not limited to: Additional dump trucks, backhoes, excavators, loaders etc.. which might be needed based on the amount of work force required.	35.000	600.000	DAY	0.00	21,000.00	21,000.00
Total for Equipment Use Expenses				0.00	67,115.00	67,115.00
5 Equipment Purchases						
6 Others						
7 Indirect Costs						
Total Program Expenses				378,000.00	194,669.00	572,669.00
TOTAL DIRECT EXPENSES				378,000.00	194,669.00	572,669.00
TOTAL EXPENDITURES				378,000.00	194,669.00	572,669.00
TOTAL PROJECT AWARD (Rounded to the nearest \$1000)				378,000.00		

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.

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 Ground Operations - Phase 1

FOR OFFICE USE ONLY:

Version # _____

APP # 700586

1. Project Description

A. Statement of GO Activity

The proposed Ground Operations (GO) Phase 1 Project will continue the El Dorado County Department of Transportation (DOT) Maintenance Operations on the Rubicon Trail (Trail) from the 2009 season which includes the following GO activities:

1. Create the 2010 Maintenance Activity Plan (MAP) with corresponding GO work related to the Phase 1 Project.
2. Complete a comprehensive Soil Conservation Plan (SCP) with Engineering Details and Report.
3. Contract with an aerial consultant to complete a topographic/orthophoto aerial base map for the entire Rubicon Trail that is within El Dorado County.
4. Work with the various Trail volunteer groups and DOT Maintenance staff to review and confer on the schedule and work assignments within the 2010 MAP and SCP.
5. Implement the 2010 MAP and SCP, which will include but not be limited to, rock armoring, erosion control, drainage, revegetation, and trail signage Best Management Practices (BMP's) along the Rubicon Trail main segment (1.0) with variant segments from Wentworth Springs Campground (approx. Station 0+00) to Little Sluice Box (approx. Station 215+90) and Loon Lake Inter-Tie segment (2.0) from Parking Area (approx. Station 9+27) to south of the Inter-Tie Connection (approx. Station 94+50).
6. Continue the sanitation efforts on the Trail, including cleaning restrooms/portable toilets, purchase of cardboard commodes and wag bags.
7. Continue trash disposal services of existing dumpsters at Loon Lake and at Tahoma.
8. Purchase and install raised pavement reflectors for nighttime navigation and flexible marker posts to delineate the trail within the 2010 recognized Trail location.
9. Complete "Record Drawing" and post maintenance operations activity and monitoring reports.

The proposed Phase 1 Project is one of the five projects, or phases, being submitted for OHMVR funding this 2009-10 funding cycle. Each project phase is part of the long-term resource management maintenance and operations plan between DOT, Trail user groups, and the USFS in accordance with the Cleanup and Abatement Order (CAO) (R5-2009-0030) issued by the State Water Resources Control Board (SWRCB) Central Valley Region. Additional phases of work will be submitted for OHMVR funding in subsequent funding cycles either to comply with the CAO or for on-going maintenance activities on the Trail.

B. Relation of Proposed Project to OHV Recreation

The proposed Phase 1 Project is located along the Trail main segment (1.0) with variant segments from Wentworth Springs Campground (approx. Station 0+00) to Little Sluice Box (approx. Station 215+90) and Loon Lake Inter-Tie segment (2.0) from Parking Area (approx. Station 9+27) to south of the Inter-Tie Connection (approx. Station 94+50). As previously described in the DOT 2008-09 GO grant application, the Rubicon Trail is a world-renowned OHV resource that is considered the birthplace of organized 4x4 recreation in California. The Trail is now widely recognized as the premiere Off-Highway Vehicle (OHV) route in the United States and has been called the "Crown Jewel of All Off-Highway Trails" providing continuous OHV recreation for over 50 years. At one time, the Trail was revered as the most difficult trail in the United States being rated a 10 on a 0-10 scale due to its narrow passageways, rocky climbs, and occasional mud holes.

10-0846.A.13

The 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 such as off-road motorcycles, street-legal and off-road Sport Utility Vehicles (SUV), 4-wheel drive vehicles, and exclusively off-road vehicles. The Trail also provides access to the adjacent Desolation Wilderness for non-vehicular users such as hikers, backpackers, and sportsmen.

This proposed GO Phase 1 Project requests funding to continue El Dorado County's ongoing operations and maintenance of the Trail that will include treatments to mitigate erosion and drainage issues such as, but not limited to, installation of water breaks and rock fill BMP's; sediment and rock filter water quality BMP's; signage BMP's; and, revegetation BMP's while also sustaining OHV recreation opportunities along the Trail in accordance with the CAO.

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

This proposed GO Phase 1 Project will continue the efforts from the GO FY 2008-09 Project limits at Ellis Creek and the Inter-Tie.

The GO Phase 1 Project Area is along the Rubicon Trail Main Route 1.0 and variants approved for OHV use from Wentworth Springs Campground to Little Sluice Box (Approx. Station 0+00 to 215+90), and along Main Route 2.0 from the parking area at Loon Lake to just south of the Inter-tie intersection (Approx. Station 9+27 to 94+50).

The length of the proposed Phase 1 Project Area along Main Route 1.0 is approx. 21,590 linear feet or 4.09 miles with an additional 2,000 linear feet or approx. 0.38 miles along the variants approved for OHV use. Also, the length of proposed Phase 1 Project Area along Main Route 2.0 is approx. 8,104 linear feet or 1.54 miles. The total length of the proposed Phase 1 Project Area is approx 31,694 linear feet or 6.0 miles. The area of work varies along the length of the trail, but will stay within the current width of the existing trail. A map of the entire Rubicon Trail within El Dorado County and Detail Maps of the proposed Phase 1 Project sites are attached.

D. Location and description of OHV opportunities

The Rubicon Trail is located in the California High Sierra, due west of Lake Tahoe, approximately 80 miles east of Sacramento, and 35 miles northeast of Placerville. This world-renowned 4-wheel drive route extends from Georgetown (at State Route 193 in El Dorado County) to Lake Tahoe (near Tahoma in Placer County) for a total distance of approximately 22 miles. The unmaintained portion of the Trail in El Dorado County from Wentworth Springs Campground (western limit) and Loon Lake (southern limit) to the Placer County Line (northeastern limit) is about 12 miles long and winds through the trees and rugged granite common to the area. Parts of the Trail pass through the El Dorado National Forest and portions of private lands.

Trail elevation ranges from approximately 5,400 to over 7,000 feet. The section of road from Georgetown to Wentworth Springs (also known as the McKinney-Rubicon Springs Road) is a maintained road, while the OHV trail begins near Wentworth Springs Campground. An additional trailhead exists at Loon Lake that ties in just south of the Ellis Creek crossing. Most visitors begin the run from either Wentworth Springs Campground or Loon Lake, which are accessible from U.S. Highway 50. The Wentworth Springs trailhead starts with an uphill ascent that levels out to a challenging drive to Ellis Creek. From Ellis Creek, it winds through trees and rugged granite on its way to Walker Hill. From Walker Hill, the Trail winds over granite to north of Spider Lake and descends southward to Buck Island Lake. It then climbs east at the edge of Desolation Wilderness, dropping due north into Rubicon Springs and continuing east into Placer County ending at Tahoma.

Existing OHV opportunities in and around the proposed Phase 1 Project Area attract both street legal and "green sticker" off-road motor vehicles. As a result, users travel the trail in a wide range of all-terrain vehicles, including dirt bikes, ATVs and a variety of 4-wheel drive vehicles, from street-legal SUVs to vehicles built for the sole purpose of driving the Trail. Because of its difficulty, the trail is recommended for short wheelbase vehicles with all skid plates in place. This Phase 1 Project passes through several popular recreational spots such as Ellis Creek, Spider Lake, and the Little Sluice area.

2. Rerouting Requirements

Rerouting

(a) Does your project involve rerouting of any roads and trails?

Yes No 10-0846.A.14

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

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

Additional Documentation

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1. **Project Timeline (Required if project includes necessary rerouting)**
2. **Conceptual Drawings and Site Plans (Required if project includes necessary rerouting)**
3. **Project-Specific Maps**
Attachments: Rubicon Trail Overall Project Map
Rubicon Trail GO Phase 1 Detail Maps
4. **Optional Project-Specific Application Documents**
Attachments: Rubicon Trail GO Phase 1 Site Photos

Project Cost Estimate

FOR OFFICE USE ONLY: Version # _____ APP # _____	
APPLICANT NAME :	El Dorado County Transportation Department
PROJECT TITLE :	Rubicon Trail Ground Operations - Phase 1
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input checked="" type="checkbox"/> Ground Operations <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration
PROJECT DESCRIPTION :	<p>The proposed Ground Operations (GO) Phase 1 Project will continue the El Dorado County Department of Transportation (DOT) Maintenance Operations on the Rubicon Trail (Trail) from the 2009 season which includes the following GO activities:</p> <ol style="list-style-type: none"> 1. Create the 2010 Maintenance Activity Plan (MAP) with corresponding GO work related to the Phase 1 Project. 2. Complete a comprehensive Soil Conservation Plan (SCP) with Engineering Details and Report. 3. Contract with an aerial consultant to complete a topographic/orthophoto aerial base map for the entire Rubicon Trail that is within El Dorado County. 4. Work with the various Trail volunteer groups and DOT Maintenance staff to review and confer on the schedule and work assignments within the 2010 MAP and SCP. 5. Implement the 2010 MAP and SCP, which will include but not be limited to, rock armoring, erosion control, drainage, revegetation, and trail signage Best Management Practices (BMP's) along the Rubicon Trail main segment (1.0) with variant segments from Wentworth Springs Campground (approx. Station 0+00) to Little Sluice Box (approx. Station 215+90) and Loon Lake Inter-Tie segment (2.0) from Parking Area (approx. Station 9+27) to south of the Inter-Tie Connection (approx. Station 94+50). 6. Continue the sanitation efforts on the Trail, including cleaning restrooms/portable toilets, purchase of cardboard commodes and wag bags. 7. Continue trash disposal services of existing dumpsters at Loon Lake and at Tahoma. 8. Purchase and install raised pavement reflectors for nighttime navigation and flexible marker posts to delineate the trail within the 2010 recognized Trail location. 9. Complete "Record Drawing" and post maintenance operations activity and monitoring reports. <p>The proposed Phase 1 Project is one of the five projects, or phases, being submitted for OHMVR funding this 2009-10 funding cycle. Each project phase is part of the long-term resource management maintenance and operations plan between DOT, Trail user groups, and the USFS in accordance with the Cleanup and Abatement Order (CAO) (R5-2009-0030) issued by the State Water Resources Control Board (SWRCB) Central Valley Region. Additional phases of work will be submitted for OHMVR funding in subsequent funding cycles either to comply with the CAO or for on-going maintenance activities on the Trail.</p>

10-0846.A.17

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
DIRECT EXPENSES						
Program Expenses						
1	Staff					
	2.500	78000.000	MOS	195,000.00	0.00	195,000.00
	2.500	3600.000	MOS	9,000.00	0.00	9,000.00
	2.500	6880.000	MOS	17,200.00	0.00	17,200.00
	2.500	8620.000	MOS	21,550.00	0.00	21,550.00
	8.000	4700.000	MOS	37,600.00	0.00	37,600.00
	12.000	1342.000	MOS	0.00	16,104.00	16,104.00
	3.000	13000.000	MOS	39,000.00	0.00	39,000.00
	2.500	15000.000	MOS	0.00	37,500.00	37,500.00
	12.000	2850.000	MOS	34,200.00	0.00	34,200.00
	2.500	10000.000	MOS	0.00	25,000.00	25,000.00
				353,550.00	78,604.00	432,154.00
2	Contracts					
	1.000	2200.000	YR	0.00	2,200.00	2,200.00
	1.000	1800.000	YR	0.00	1,800.00	1,800.00
	1.000	15000.000	YR	0.00	15,000.00	15,000.00
	1.000	15000.000	EA	15,000.00	0.00	15,000.00
				15,000.00	19,000.00	34,000.00
3	Materials / Supplies					
	200.000	1.000	EA	0.00	200.00	200.00

10-0846.A.18

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
Other-3/4 inch Crushed Rock	200.000	18.000	YD	0.00	3,600.00	3,600.00
Other-6" -12" Rock Rip Rap	700.000	25.000	YD	0.00	17,500.00	17,500.00
Other-Filter Fence - Temp BMP	40.000	50.000	EA	0.00	2,000.00	2,000.00
Other-Weighted Rice Fiber Rolls	40.000	60.000	EA	0.00	2,400.00	2,400.00
Other-Tents	15.000	150.000	EA	0.00	2,250.00	2,250.00
Other-Cots	20.000	100.000	EA	0.00	2,000.00	2,000.00
Other-Spill Kits - S'Oil Cleanse	1150.000	8.000	EA	9,200.00	0.00	9,200.00
Total for Materials / Supplies				9,200.00	29,950.00	39,150.00
4 Equipment Use Expenses						
Other-off-road Rubber Tired Backhoe	15.000	170.000	DAY	0.00	2,550.00	2,550.00
Other-off-road 1-1/2 to 2 YRD Loader	17.000	380.000	DAY	0.00	6,460.00	6,460.00
Other-off-road Dump - 10 Wheeler	17.000	340.000	DAY	0.00	5,780.00	5,780.00
Other-Refuse Dumpster	3.000	3000.000	EA	0.00	9,000.00	9,000.00
Other-Front Loader	17.000	350.000	DAY	0.00	5,950.00	5,950.00
Other-4 x 4 pickup	100.000	60.000	DAY	0.00	6,000.00	6,000.00
Other-Dump Truck - 1 Ton	35.000	125.000	DAY	0.00	4,375.00	4,375.00
Other-3-Axle Tractor	15.000	300.000	DAY	0.00	4,500.00	4,500.00
Other-3/4 Ton Pickup	25.000	60.000	DAY	0.00	1,500.00	1,500.00
Equipment Rental Notes : Rental equipment includes, but is not limited to: Additional dump trucks, backhoes, excavators, loaders etc.. which might be needed based on the amount of work force required.	35.000	600.000	DAY	0.00	21,000.00	21,000.00
Total for Equipment Use Expenses				0.00	67,115.00	67,115.00

10-0846.A.19

Project Cost Estimate for Grants and Cooperative Agreements Program - 2009/2010
 Agency: El Dorado County Transportation Department
 Application: Rubicon Trail Ground Operations - Phase 1

5/7/2010

Line Item	Qty	Rate	UOM	Grant Request	Match	Total
5						
Equipment Purchases						
6						
Others						
7						
Indirect Costs						
				377,750.00	194,669.00	572,419.00
Total Program Expenses						
				377,750.00	194,669.00	572,419.00
TOTAL DIRECT EXPENSES						
				377,750.00	194,669.00	572,419.00
TOTAL EXPENDITURES						

Line Item	Grant Request	Match	Total	Narrative
DIRECT EXPENSES				
Program Expenses				
1	353,550.00	78,604.00	432,154.00	
2	15,000.00	19,000.00	34,000.00	
3	9,200.00	29,950.00	39,150.00	
4	0.00	67,115.00	67,115.00	
5	0.00	0.00	0.00	
6	0.00	0.00	0.00	
7	0.00	0.00	0.00	
Total Program Expenses	377,750.00	194,669.00	572,419.00	
TOTAL DIRECT EXPENSES	377,750.00	194,669.00	572,419.00	
TOTAL EXPENDITURES	377,750.00	194,669.00	572,419.00	

Environmental Review Data Sheet (ERDS)

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ITEM 1 and ITEM 2

ITEM 1

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

ITEM 2

- b. 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 Ground Operations (GO) Phase 1 Project is categorically exempt under CEQA pursuant to Section 15301(c) "Existing Facilities" of the CEQA Guidelines. Therefore, no significant cumulative impacts on wetlands, navigable waters, and sensitive habitats and species (including threatened and endangered species) would occur as a result of this GO Phase 1 Project.

ITEM 5 - Cumulative Impacts of this Project

The proposed GO Phase 1 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 GO Phase 1 Project.

ITEM 6 - Soil Impacts

The proposed GO Phase 1 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 GO Phase 1 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 watershed is not applicable to this proposed GO Phase 1 Project. The Rubicon Trail is not within the watershed 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

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 GO Phase 1 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 GO Phase 1 Project.

ITEM 10 - Indirect Significant Impacts

The proposed GO Phase 1 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 GO Phase 1 Project site would occur as a result of this GO Phase 1 Project.

CEQA/NEPA Attachment

Attachments:

CEQA NOE Filed 03-30-2010

Evaluation Criteria

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

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

(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. Failure to Complete - Q 2.

2. Failure to complete the Project would result in: 8

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

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

Explain each statement that was checked

Failure to maintain the Rubicon Trail and install proper rock armoring and erosion control BMP's will restrict OHV use and not comply with the recent Clean-up and Abatement Order (CAO) issued by the State Water Quality Control Board Central Valley Region. Part of the trail maintenance is to create barriers to prevent off-trail travel and minimize the negative impacts to potential cultural sites outside the main trail, prevent damage to sensitive habitat, and reduce the potential risk of private trespass along the trail.

El Dorado County DOT is currently purchasing a track-mounted vehicle which has less footprint due to the width of rubber tracks versus wheeled vehicle. The off-road rubber-tracked dump vehicle is essential to deliver rock and other material required to maintain the trail. This type of vehicle is commonly used in restoration work due to low impact on soil areas, and will be used extensively during the GO and trail restoration efforts.

3. Sustain OHV Opportunity - Q 3.

3. The Project would sustain OHV Opportunity by 13

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

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

Explain each statement that was checked

The off-road rubber-tracked dump vehicle will be critical with respect to delivering rock and other material for trail maintenance, restoration and erosion control BMP's along this Phase 1 Project segment of the Rubicon Trail. Continued maintenance using this equipment will enhance opportunities for various OHV use, including ATVs, dirt bikes and 4 x 4s. Additional flexible marker posts will also be placed to delineate the trail in accordance with the Clean-Up and Abatement Order.

El Dorado County DOT will be designing several areas along the Rubicon Trail pursuant to the level of riding difficulty and assigning a rating system similar to the Ski run designations as double black diamond, black diamond, blue, and green. Currently along the Phase 1 Project route are several areas which will be designated as double black diamond routes.

4. Public Input - Q 4.

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

(Check all that apply) : 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

Monthly publicly noticed meetings with the Rubicon Oversight Committee (ROC) were held to gather input relative to the type of equipment and proper BMP's using the California Geologic Survey (CGS) map and report. A public Board of Supervisors meeting was held on January 26, 2010 to discuss the trail location options. County DOT staff discussed many aspects of the Rubicon Trail work program and CGS proposed BMP's through email and phone conferences with various interested individuals and groups.

5. Utilization of Partnerships - Q 5.

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

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

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

List partner organization(s):

Partnerships will be utilized to assist with the GO activities and management for this Phase 1 Project with the following organizations: Rubicon Trail Foundation (RTF), Friends of the Rubicon (FOTR), Rubicon Trail Partnership, Inc. (RTP), Tread Lightly, State Department of Conservation California Geological Survey (CGS), US Forest Service (USFS), and Resource Conservation District (RCD).

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

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

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

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

Explain each statement that was checked

The GO Phase 1 Project will require importing a large volume of 6" - 12" rock rip rap, 3/4" crushed rock, and boulder material to remote areas along the trail via rubber tracked vehicles in order to install water breaks, silt basins, rock retaining structures, and various erosion control measures to control sediment flow and protect streams. Delivery of material to block and/or divert traffic from wetlands will be a direct result of using this equipment. Part of the trail maintenance is to create barriers to off-trail travel which should prevent further off-trail travel and minimizes negative impacts to cultural sites, damages to sensitive habitat, and/or potential trespass. The sanitary restroom located at the Loon Lake trailhead will be maintained as part of this grant proposal. Also, DOT will be using portable toilets and working with property owners adjacent to the GO Phase 1 Project sites to use their restroom facilities which will help with the sanitation needs during the GO activities.

7. Recycled Materials - Q 7.

7. The Project incorporates recycled materials by utilizing 3

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

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

8. Sustainable Technologies - Q 8.

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

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

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

- No (No points) Yes (4 points)

Explain 'Yes' response

The proposed GO Phase 2 Project makes substantial use of one of the above sustainable technologies. All of the maintenance equipment that will be used in the ground operations has been retrofitted with particulate matter devices in conformance with the California Air Resources Board requirements. The County has met early compliance of the mandated CARB regulations.

9. Motorized Access - Q 9.

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

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

- Camping Birding
- Hiking Equestrian trails
- Fishing Rock Climbing
- Other (Specify)

