COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS
9380 San Benito Avenue
Gerber, CA 96035-9701
Bus: (530) 385-1462
Fax: (530) 385-1189

Road Commissioner
Surveyor
Engineer
Public Transit
Flood Control and
Water Conservation District
Sanitation District No. 1

NOTICE OF EXEMPTION ***Supplementary Document Q***

To: Office of Planning and Research
1400 Tenth St., Rm. 12
Sacramento, CA 95814

County Clerk of the County of Tehama

From: TEHAMA COUNTY
BOARD OF SUPERVISORS
727 OAK STREET
RED BLUFF, CA 96080

PROJECT TITLE: **Los Molinos Safe Routes To School Program: SRTSL-5908(092)**

PROJECT LOCATION(S) - SPECIFIC: Stanford Avenue between Grant Street and Rose Street T.25N, R.2W, Section 16 M.D.B. & M.

PROJECT LOCATION - CITY: Los Molinos, California. **PROJECT LOCATION - COUNTY:** Tehama

DESCRIPTION OF PROJECT: The project consists of constructing a pedestrian pathway, and the installation of crosswalks, signs, and striping.

NAME OF PUBLIC AGENCY APPROVING PROJECT: TEHAMA COUNTY BOARD OF SUPERVISORS

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Tehama County Public Works.

EXEMPT STATUS: *(check one)*

__ Ministerial (Sec. 21080(b)(1)l 15268);
__ Declared Emergency (Sec. 21080(b)(3)l 15269(a);
__ Emergency Project (Sec. 21080(b)(4)l 15269(b)(c);
X Categorical Exemption. State type and section number: §15304(h) Class 4
__ Statutory Exemptions. State code number:

REASONS WHY PROJECT IS EXEMPT: The project is for the construction of a pedestrian pathway, and the installation of crosswalks, signs, and striping. This is consistent with §15304(h); The Creation of Bicycle Lanes on Existing Rights-of-Way.

LEAD AGENCY CONTACT PERSON: Gary Antone, PE, PLS - Public Works Director, Tehama County
AREA CODE/TELEPHONE (530) 385-1462

Signature: _____ **Date:** 6-10-14 **Title:** Public Works Director

X Signed by Lead Agency
__ Signed by Applicant

Date received for filing at OPR: 640

FILED
JUN 10 2014
BEVERLY ROSS
TEHAMA COUNTY CLERK & RECORDER
By _____

State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

2014 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT# undefined undefined

STATE CLEARING HOUSE # *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY TEHAMA COUNTY PUBLIC WORKS	DATE 06/10/2014
COUNTY/STATE AGENCY OF FILING TEHAMA	DOCUMENT NUMBER 640

PROJECT TITLE
LOS MOLINOS SAFE ROUTES TO SCHOOL PROGRAM STRSL 5908 (092)

PROJECT APPLICANT NAME TEHAMA COUNTY GARY ANTONE DIRECTOR			PHONE NUMBER (530) 385-1462
PROJECT APPLICANT ADDRESS 9380 SAN BANITO AVENUE	CITY GERBER	STATE CA	ZIP CODE 96035

PROJECT APPLICANT *(Check appropriate box):*

- [x] Local Public Agency
- [ ] School District
- [ ] Other Special District
- [ ] State Agency
- [ ] Private Entity

CHECK APPLICABLE FEES:

[ ] Environmental Impact Report (EIR)	$3,029.75	$	0.00
[ ] Mitigated/Negative Declaration (MND)(ND)	$2,181.25	$	0.00
[ ] Application Fee Water Diversion *(State Water Resources Control Board only)*	$850.00	$	0.00
[ ] Projects Subject to Certified Regulatory Programs (CRP)	$1,030.25	$	0.00
[x] County Administrative Fee	$50.00	$	50.00
[x] Project that is exempt from fees			
[x] Notice of Exemption (attach)			
[ ] CDFW No Effect Determination (attach)			
[ ] Other _____		$	

PAYMENT METHOD:

[ ] Cash [ ] Credit [ ] Check [x] Other JE KP80970 TOTAL RECEIVED $ 50.00

SIGNATURE X Tina Robinson	PRINTED NAME AND TITLE TINA ROBINSON, COUNTY DEPUTY CLERK

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK FG 753.5a (Rev. 12/13)

State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

2014 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT# undefined undefined

STATE CLEARING HOUSE # *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

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- [ ] Other Special District
- [ ] State Agency
- [ ] Private Entity

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[x] County Administrative Fee	$50.00	$	50.00
[x] Project that is exempt from fees			
[x] Notice of Exemption (attach)			
[ ] CDFW No Effect Determination (attach)			
[ ] Other _____		$	

PAYMENT METHOD:

[ ] Cash [ ] Credit [ ] Check [x] Other JE KP80970 TOTAL RECEIVED $ 50.00

SIGNATURE X Tina Robinson	PRINTED NAME AND TITLE TINA ROBINSON, COUNTY DEPUTY CLERK

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK FG 753.5a (Rev. 12/13)

Exhibit 6-A Preliminary Environmental Study (PES) Form

Federal Project No.: SRTSL-5908(092) *(Federal Program Prefix-Project No., Agreement No.)*

Final Design: 03-01-2015 *(Expected Start Date)*

To: Ian Howat *(District Local Assistance Engineer)*
District 2 *(District)*
1657 Riverside Drive, Redding, CA 96001 *(Address)*
Ian_Howat@dot.ca.gov *(E-mail Address)*

From: Tehama County Public Works *(Local Agency)*
Sean Harrasser (530) 385-1462 ext.3044 *(Project Manager's Name and Telephone No.)*
9380 San Benito Avenue, Gerber, CA, 96035 *(Address)*
sharrasser@tcpw.ca.gov *(E-mail Address)*

Is this Project "ON" the State Highway System? ☐ Yes ☒ No

IF YES, STOP HERE and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program (FSTIP) http://www.dot.ca.gov/hq/transprog/fedpgm.htm: December 20, 2012 *(Currently Adopted Plan Date)* Page 193 of the 2013 FSTIP (TAB 13 - SRTS) *(Page No.___ attach to this form)*

Programming for FSTIP:

Preliminary Engineering		Right of Way		Construction	
2013/2014 *(Fiscal Year)*	$ 125,000 *(Dollars)*	n/a *(Fiscal Year)*	$ n/a *(Dollars)*	2015/2016 *(Fiscal Year)*	$ 375,000 *(Dollars)*

Project Description as Shown in RTP and FSTIP:

Construct pedestrian path and curb; install crosswalks, signs and striping

Detailed Project Description: *(Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)*

Purpose: To provide a safe travel way for pedestrians and children walking or biking to school along Stanford Avenue in the Town of Los Molinos. Stanford Avenue is an important primary school route for students traveling to and from both Los Molinos High School (entrance at Grant Street and Stanford Avenue) and Los Molinos Elementary School (entrance at Rose Street and Stanford Avenue).

Need: The right-of-way is 50', Stanford Avenue has a narrow existing lane width (<20') and unimproved shoulder conditions. During rain events, the gravel shoulders are prone to localized ponding. As a result, children coming to and from school are forced to share the roadway with motorized vehicles. This project is the number one safety priority for schools in the Los Molinos area. The project will also encourage children to walk and bike to school and alleviate some impacts of vehicle travel.

("Detailed Project Description" is continued on the Continuation Sheet.)

(Continue description on "Notes" sheet, last page of this Exhibit, if necessary)

Preliminary Design Information:

Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

Yes	No		Yes	No		Yes	No	
☒	☐	Widen existing roadway	☒	☐	Ground disturbance	☐	☒	Easements
☐	☒	Increase number of through lanes	☒	☐	Road cut/fill	☒	☐	Equipment staging
☐	☒	New alignment	☒	☐	Excavation: anticipated maximum depth 60"	☐	☒	Temporary access road/detour
☐	☒	Capacity increasing—other (e.g., channelization)				☒	☐	Utility relocation
						☐	☒	Right of way acquisition (if yes, attach map with APN)
			☒	☐	Drainage/culverts			
☐	☒	Realignment	☐	☒	Flooding protection			
☐	☒	Ramp or street closure	☐	☒	Stream channel work	☐	☒	Disposal/borrow sites
☐	☒	Bridge work						
			☐	☒	Pile driving	☒	☐	Part of larger adjacent project
☒	☐	Vegetation removal						
☒	☐	Tree removal	☐	☒	Demolition	☐	☒	Railroad

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OCT 20 2014
DISTRICT 2
LOCAL ASSISTANCE

Required Attachments:

☒ Regional map ☒ Project location map ☒ Project footprint map (existing/proposed right of way)
☐ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)

☒ Notes to support the conclusions of this checklist/project description continuation page (attached)

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	☐	☒	☐
2. Will the project generate public controversy?	☐	☐	☒
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	☐	☐	☒
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	☐	☐	☒
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	☐	☐	☒
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, Table 2 applies): • Bicycle and Pedestrian facilities.	☐	☐	☐
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies):	☐	☐	☐
8. If project is not exempt from regional conformity, (If "No" on Question #7)			
Is project in a metropolitan non-attainment/maintenance area?	☐	☐	☐
Is project in an isolated rural non-attainment area?	☐	☐	☐
Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area?	☐	☐	☐
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or above-ground tanks, etc.) and/or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	☐	☒	☐
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	☐	☐	☒
11. Is the project within a designated sole-source aquifer?	☐	☐	☒
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	☐	☐	☒
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	☐	☐	☒

Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	☐	☐	☒
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	☐	☒	☐
16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	☐	☒	☐
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	☐	☐	☒
18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	☐	☐	☒
19. Is there a potential for the introduction or spread of invasive plant species?	☐	☐	☒
Sections 4(f) and 6(f)			
20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area?	☐	☐	☒
21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds?	☐	☐	☒
Visual Resources			
22. Does the project have the potential to affect any visual or scenic resources?	☐	☐	☒
Relocation Impacts			
23. Will the project require the relocation of residential or business properties?	☐	☐	☒
Land Use, Community, and Farmland Impacts			
24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.	☐	☐	☒
25. Is the project inconsistent with plans and goals adopted by the community?	☐	☐	☒
26. Does the project have the potential to divide or disrupt neighborhoods/communities?	☐	☐	☒
27. Does the project have the potential to disproportionately affect low-income and minority populations?	☐	☐	☒
28. Will the project require the relocation of public utilities?	☐	☒	☐
29. Will the project affect access to properties or roadways?	☒	☐	☐
30. Will the project involve changes in access control to the State Highway System (SHS)?	☐	☐	☒
31. Will the project involve the use of a temporary road, detour, or ramp closure?	☐	☐	☒
32. Will the project reduce available parking?	☐	☐	☒
33. Will the project construction encroach on state or federal lands?	☐	☐	☒
34. Will the project convert any farmland to a different use or impact any farmlands?	☐	☐	☒
Cultural Resources			
35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? *(Note: Caltrans PQS answers question #35)*	☐	☒	☐
36. Is the project adjacent to, or would it encroach on Tribal land?	☐	☐	☒

For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B.	Required Technical Studies and Analyses	C.	Coordination	D.	Anticipated Actions/Permits/Approvals
☐	**Traffic**				
	Check one:				
	☐ Traffic Study	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☐ Discussion in ED Only	☐	Caltrans	☐	Approval
☐	**Noise**				
	Check as applicable:				
	☐ Traffic Related				
	☒ Construction Related				
	Check one:				
	☐ Noise Study Report	☐	Caltrans	☐	Approval
	☐ NADR	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☒ Discussion in ED Only	☒	Caltrans	☒	Approval
☐	**Air Quality**				
	Check as applicable:				
	☐ Traffic Related				
	☒ Construction Related				
	Check one:				
	☐ Air Quality Report	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☒ Discussion in ED Only	☒	Caltrans	☒	Approval
		☐	FHWA	☐	Conformity Finding (6005 CEs, EAs, EISs)
		☐	Caltrans	☐	Conformity Finding (6004 CEs)
		☐	Regional Agency	☐	PM10/PM2.5 Interagency Consultation
☒	**Hazardous Materials/ Hazardous Waste**				
	Check as applicable:				
	☐ Initial Site Assessment (Phase 1)	☐	Caltrans	☐	Approval
	☐ Preliminary Site Assessment (Phase 2)	☐	Caltrans	☐	Approval
	☒ Discussion in ED Only	☐	Caltrans	☐	Approval
		☐	Cal EPA DTSC	☐	Review Database
		☒	Local Agency	☒	Review Database
☐	**Water Quality/Resources**				
	Check as applicable:				
	☐ Water Quality Assess. Report	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☐ Discussion in ED Only	☐	Caltrans	☐	Approval
☐	**Sole-Source Aquifer (Districts 5, 6 and 11)**	☐	EPA (S.F. Regional Office)	☐	Approval of Analysis in ED
☐	**Coastal Zone**	☐	CCC	☐	Coastal Zone Consistency Determination

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Floodplain**		
Check as applicable:		
☐ Location Hydraulic Study	☐ Caltrans	☐ Approval
☐ Floodplain Evaluation Report	☐ Caltrans	☐ Approval
☐ Summary Floodplain Encroachment Report	☐ Caltrans	☐ Approval
	☐ Caltrans	☐ Only Practicable Alternative Finding
	☐ FHWA	☐ Approves significant encroachments and concurs in Only Practicable Alternative Findings
☐ **Wild and Scenic Rivers**	☐ River Managing Agency	☐ Wild and Scenic Rivers Determination
☒ **Biological Resources**		
Check as applicable:		
☐ NES, Minimal Impact	☐ Caltrans	☐ Approval
☐ NES		
☐ BA	☐ Caltrans	☐ Approves for Consultation
	☐ USFWS ☐ NOAA Fisheries	☐ Section 7 Informal/Formal Consultation
☐ EFH Evaluation	☐ NOAA Fisheries	☐ MSA Consultation
☐ Bio-Acoustic Evaluation	☐ NOAA Fisheries	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ **Wetlands**		
Check as applicable:		
☐ WD and Assessment	☐ Caltrans	☐ Approval
	☐ ACOE	☐ Wetland Verification
	☐ NRCS	☐ Agricultural Wetland Verification
	☐ Caltrans	☐ Wetlands Only Practicable Alternative Finding
☐ **Invasive Plants**		
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Section 4(f)**		
Check as applicable:		
	☐ Caltrans	☐ Determine Temporary Occupancy
☐ De minimis	☐ Caltrans	☐ De minimis finding
☐ Programmatic 4(f) Evaluation Type: _____	☐ Caltrans	☐ Approval
☐ Individual 4(f) Evaluation	☐ Caltrans	☐ Approval
	☐ Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Section 6(f)**	☐ Agency with Jurisdiction ☐ NPS	☐ Determines Consistency with Long-Term Management Plan
	☐ NPS	☐ Approves Conversion
☐ **Visual Resources** ***Check one:*** ☐ Visual Impact Assessment	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Relocation Impacts** ***Check one:*** ☐ Relocation Impact Memo	☐ Caltrans	☐ Approval
☐ Relocation Impact Study	☐ Caltrans	☐ Approval
☐ Relocation Impact Report	☐ Caltrans	☐ Approval
☒ **Land Use and Community Impacts** ***Check one:*** ☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☒ Discussion in ED Only	☒ Caltrans	☒ Approval
☐ **Construction/Encroachment on State Lands** ***Check as applicable:*** ☐ SLC Jurisdiction	☐ SLC	☐ SLC Lease
☐ Caltrans Jurisdiction	☐ Caltrans	☐ Encroachment Permit
☐ SP Jurisdiction	☐ SP	☐ Encroachment Permit
☐ **Construction/Encroachment on Federal Lands**	☐ Federal Agency with Jurisdiction	☐ Encroachment Permit
☐ **Construction/Encroachment On Indian Trust Lands**	☐ Bureau of Indian Affairs	☐ Right of Way Permit
☐ **Farmlands** ***Check one:*** ☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
Check as applicable: ☐ Form AD 1006	☐ NRCS	☐ Approves Conversion
	☐ CDOC	☐ Approves Conversion
☐ Conversion to Non-Agriculture Use	☐ ACOE	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
☒ **Cultural Resources** (PQS completes this section) ***Check as applicable:***	☐ Caltrans PQS	☐ Screened Undertaking
☒ APE Map	☒ Caltrans PQS and DLAE	☒ Approves APE Map
	☐ Local Preservation Groups and/or Native American Tribes	☐ Provides Comments Regarding Concerns with Project
☒ HPSR ☒ ASR ☐ HRER	☒ Caltrans	☒ Approves for Consultation
☐ Finding of Effect Report	☐ Caltrans	☐ Concurs on No Effect, No Adverse Effect with Standard Conditions
	☐ SHPO	☐ Letter of Concurrence on Eligibility, No Adverse Effect without Standard
☐ MOA	☐ Caltrans	☐ Approves MOA
	☐ SHPO	☐ Approves MOA
	☐ ACHP (if requested)	☐ Approves MOA
☐ **Permits** Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	☐ ACOE	☐ Section 404 Nationwide Permit
	☐ ACOE	☐ Section 404 Individual Permit
	☐ Caltrans/ACOE/EPA ☐ USFWS ☐ NOAA Fisheries	☐ NEPA/404 Integration MOU
	☐ ACOE	☐ Rivers and Harbors Act Section 10 Permit
	☐ USCG	☐ USCG Bridge Permit
	☐ RWQCB	☐ Section 401 Water Quality Certification
	☐ CDFG	☐ Section 1602 Streambed Alteration Agreement
	☐ RWQCB	☐ NPDES Permit
	☐ CCC ☐ Local Agency	☐ Coastal Zone Permit
	☐ BCDC	☐ BCDC Permit

Notes: Additional studies may be required for other federal agencies.

ACHP = Advisory Council on Historic Preservation
ACOE = U.S. Army Corps of Engineers
ADL = Aerially Deposited Lead
APE = Area of Potential Effect
APN = Assessor Parcel Number
ASR = Archaeological Survey Report
BA = Biological Assessment
BCDC = Bay Conservation and Development Commission
BE = Biological Evaluation
BO = Biological Opinion
Cal EPA = California Environmental Protection Agency
CCC = California Coastal Commissiona8ery
CDFG = California Department of Fish and Game
CDOC = California Department of Conservation
CE = Categorical Exclusion
CIA = Community Impact Assessment
CWA = Clean Water Act
DLAE = District Local Assistance Engineer
DOI = U.S. Department of Interior
DTSC = Department of Toxic Substances Control
EA = Environmental Assessment
ED = Environmental Document
EFH = Essential Fish Habitat
EIS = Environmental Impact Statement
EPA = U.S. Environmental Protection Agency
FEMA = Federal Emergency Management Agency
FHWA = Federal Highway Administration
FONSI = Finding of No Significant Impactedz9e8rh
FTIP = Federal Transportation Improvement Program
HPSR = Historic Property Survey Report
HRER = Historical Resources Evaluation Report
HUD = U.S. Housing and Urban Development
MOA = Memorandum of Agreement
MSA = Magnuson-Stevens Fishery Conservation and Management Act
NEPA = National Environmental Policy Act
NADR = Noise Abatement Decision Report
NES = Natural Environment Study
NHPA = National Historic Preservation Act
NOAA = National Oceanic and Atmospheric Administration
NMFS National Marine Fisheries Service
NPDES = National Pollutant Discharge Elimination System
NPS = National Park Service
NRCS = Natural Resources Conservation Service
PM10 = Particulate Matter 10 Microns in Diameter or Less
PM2.5 = Particulate Matter 2.5 Microns in Diameter or Less
PMP = Project Management Plan
PQS = Professionally Qualified Staff
ROD = Record of Decision
RTIP = Regional Transportation Improvement Program
RTP = Regional Transportation Plan
RWQCB = Regional Water Quality Control Board
SER = Standard Environmental Reference
SEP = Senior Environmental Planner
SHPO = State Historic Preservation Officer
SLC = State Lands Commission
SP = State Parks
TIP = Transportation Improvement Program
USCG = U.S. Coast Guard
USDA = U.S. Department of Agriculture
USFWS = U.S. Fish and Wildlife Service
WD = Wetland Delineation

E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- ☐ Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with SAFETEA-LU Section 6002 required)*
  - ☐ Compliance with SAFETEA-LU Section 6002 regarding Participating Agencies required
- ☐ Complex Environmental Assessment
- ☐ Routine Environmental Assessment
- ☐ Categorical Exclusion without required technical studies.
- ☒ Categorical Exclusion with required technical studies

  (If Categorical Exclusion is selected, check one of the following):
  - ☒ Section 6004
    - ☒ **23 CFR 771 activity (c) (3)** (Sidewalk/Bicycle Lanes/ pedestrian access)
    - ☐ 23 CFR 771 activity (d) ( )
    - ☐ Activity _____ listed in the Section 6004 MOU
  - ☐ Section 6005

F. Public Availability and Public Hearing

Check as applicable:

- ☐ Not Required
- ☐ Notice of Availability of Environmental Document
- ☐ Public Meeting
- ☐ Notice of Opportunity for a Public Hearing
- ☐ Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature

(Signature of Preparer)	October 15, 2014 (Date)	(530) 385-1462 x.3009 (Telephone No.)

Kevin Maple, PE – Civil Engineer
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, in accordance with the *Local Assistance Procedures Manual,* Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

(Signature of Local Agency)	October 15, 2014 (Date)	(530) 385-1462 (Telephone No.)

Gary Antone, PE, PLS - Public Works Director, Tehama County
(Name)

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OCT 20 2014
DISTRICT 2
LOCAL ASSISTANCE

Caltrans District Professionally Qualified Staff (PQS) Signature

☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
☐ Records Search ☐ _____ ☐ _____ ☐ _____

☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).

☒ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

Beth Bennett	10/21/14	225-3012
(Signature of Professionally Qualified Staff)	*(Date)*	*(Telephone No.)*

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

	10·21·14	530 225.3074
(Signature of Senior Environmental Planner or Designee)	*(Date)*	*(Telephone No.)*
(Name)		
	10·27·2014	530.225.3484
(Signature of District Local Assistance Engineer or Designee)	*(Date)*	*(Telephone No.)*
IAN W. HOWAS		
(Name)		

☐ HQ DEA Environmental Coordinator concurrence _____. E-mail concurrence attached.
(Date)

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Preliminary Environmental Investigation
Notes to Support the Conclusions of the PES Form
(May Also Include Continuation of Detailed Project Description)
Preliminary Environmental Investigation
Notes to Support the Conclusions of the PES Form
(May Also Include Continuation of Detailed Project Description)

Brief Explanation of How Project Complies, or Will Comply with Applicable Federal Mandate (Part A):

1. The pedestrian facilities construction takes place within the existing, previously constructed right-of-way. A Community Block Development Grant has been applied for to construct stormwater facilities flowing westward down Grant Street. If constructed, the SRTS project would tie its drainage infrastructure into the CDBG stormwater project. This would direct much of the sheet flow away from Stanford Avenue. As such, it is possible that this would utilize future construction to fully realize the stormwater component of the SRTS project.

   Los Molinos Storm Drain Master Plan (CBDG Grant# 09-PTAG-6507); Northstar Engineering; 01-30-2013

2. The proposed safety improvement improves an existing roadway section; as such public controversy is not anticipated.

3. This project does not increase capacity. There is no lane reduction associated with this project. The project proposes to add a pedestrian lane (Class I) within the existing right-of-way on the east side of Stanford Avenue between Grant Street and Palm Street.

4. The project will result in modest increases to car, truck, and equipment traffic in the project area during the construction phase. Pursuant to the Tehama County General Plan, acceptable traffic-related noise levels range from 60 to 70 dB (Ldn), depending on the land use. Acceptable non-transportation noise levels range from 50 to 65 dB (Leq) during the day. Typical construction related noise levels range from 76 dB to 101 dB when located 50 feet from the source. The noise associated with this type of activity will likewise be modest and range between 70 dB and 85 dB, consistent with the ordinary operations of a project of this type. Construction activities will be limited to the hours of 7AM - 7PM when activities occur within 50 feet of a residential or other noise-sensitive land use. All construction equipment shall be properly maintained and equipped with noise control, such as mufflers, in accordance with manufacturers' specifications. Any increased noise will not cause significant disturbance to residents in the area.

   Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances, NTID 300-1. United States Environmental Protection Agency, 1971

5. Based on air quality data from 2006-2008, the United States Environmental Protection Agency finalized a new partial-county area designated as "nonattainment" under the 2008 Ozone National Ambient Air Quality Standards. However, this pertains only to the Tuscan Buttes area of Tehama County, located approximately 30 miles away from the project site. The project area within Tehama County is in attainment.

   Nonattainment Status for Each County by Year for California Including Previous 1-Hour Ozone Counties; "The Green Book Nonattainment Areas for Criteria Pollutants", U.S. Environmental Protection Agency; December, 2012

   Vehicle and equipment exhaust emissions, and fugitive dust emissions generated during the construction process will not constitute or contain substantial pollutant concentrations, and would be controlled through various state and local air quality regulations including regulations for stationary and mobile diesel equipment, and fugitive dust.

6. N/A

7. N/A

8. N/A

9. The project does not disturb land outside the existing right-of-way. The historic and current land use has been residential, and as such is less prone to industrial type hazardous materials and wastes. A search of the Tehama County Environmental Health records indicates that there are no known hazardous waste sites in the APE.

10. This project will not result in on-site or off-site flooding. This project will not result in a negative change to the overall existing stormwater drainage system nor provide substantial sources of polluted runoff. There are no Traditional Navigable Waterways, drainages that serve as tributaries to any TNWs that would be deemed jurisdictional under the CWA. There are no other waterways in the area adjacent to the project that would be impacted by construction activities.

    U.S. Army Corps of Engineers Jurisdictional Determination Form Instruction Handbook; 2007

11. Tehama County does not contain a sole-source aquifer.

    United States Environmental Protection Agency's Sole Source Aquifer (SSA) Program, Region 9 Map (http://www.epa.gov/region9/water/groundwater/ssa.html)

12. Tehama County does not have a coastal zone.

13. The project falls outside of any 100-Year Flood Zone (A or AE) or floodways mapped by FEMA. (see FIRM sheet) Los Molinos is surrounded by adjacent areas in the 100 Year Floodplain (Zone 'A'). However, none of these are within the project's disturbed area or within the project boundaries.

    DFIRM Map Panel 1165H, Map Number 06103C1165H, FEMA Map Service Center, Federal Emergency Management Agency; September, 2011

14. The project is not within or immediately adjacent to a Wild and Scenic River System.

15. The project area will be reviewed for potential federally listed threatened or endangered species.

16. Disturbances impacting birds or their habitat within the project area are not anticipated. However, allowing for potential design considerations, there may be some tree removal. If necessary, any tree removal will be done between September and March to avoid nesting season or inspected prior to removal by a qualified biologist.

17. The National Wetland Inventory does not show this area of Tehama County having wetland features. The project is outside of the area designated by USFWS as Vernal Pool Habitat. It is also outside the area mapped by the California Department of Fish & Game for Vernal Pools.

    - *U.S. Fish and Wildlife Service, National Spatial Data Infrastructure (NSDI), National Wetlands Inventory; September 2012*
    - *Wetlands Mapper: http://www.fws.gov/wetlands/Wetlands-Mapper.html*
    - *C.S.U. Chico Geographic Information Center/California Department of Fish & Game Tehama County Vernal Pools Inventory Dataset; August 2003*

18. The project lies entirely within a suburban residential area. As there is no farmland within or adjacent to the project area, there is no potential occurrence of agricultural wetlands.

    U.S. Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) Farmland Mapping and Monitoring Program; April 2009

19. The project is within a suburban residential area. It is a pedestrian facilities project designed to get students safely to and from school. There is no potential for the introduction or spread of invasive species from this project.

20. No historical sites, recreational sites, or publicly owned public parks are within the project area.

    National Register Criteria for Evaluation; U.S. Department of the Interior, National Park Service; 2013
    http://www.nps.gov/nr/publications/bulletins/nrb15/nrb15_2.htm

21. There are no publicly owned parks in the area that have Section 6(f) funding.

22. The project area contains no natural features or viewscapes. Los Molinos on the east side of State Route 99E has been a suburban setting for decades, and the General Plan reflects this. The project consists of a constructing a pedestrian path and curb, the installation of crosswalks, signs and striping. As such, the project improves not only safety, but the visual character of the project area.

23. This project will not require the relocation of residential or business properties.

24. No; the project takes place within the existing right-of-way.

25. The project is consistent with the Tehama County General Plan. There are no other adopted community plans for the project site.
    - General Plan: UR; Urban
    - Zoning: R1-MH; One-family Residence District - Special Mobilehome Combining District

26. The project takes place in a small city suburban setting. Adjacent neighborhoods are of a rural residential nature. All construction activities take place within the existing right-of-way and will not impact surrounding neighborhoods.

27. According to 2010 U.S. Census Bureau statistics (2007-2011 American Community Survey 5-Year Estimates), there is a significant level of poverty for the Los Molinos CDP. This project will serve to improve mobility for low income families who cannot afford to drive or do not own cars.

    For all families in Los Molinos, 18.3% live below the poverty level. Those families with related children under 18 years of age have 26.4% living below the poverty level.

    For all people living in Los Molinos, 24.6% are below the poverty level. For people under the age of 18 years, that number jumps to 33.8%.

    2007-2011 American Community Survey 5-Year Estimates:
    http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_11_5YR_DP03

28. The project could potentially result in the relocation of some joint or shared utility poles near the proposed sidewalk and may require relocation of adjacent poles to adequately relocate these aerial lines. In addition to the pole relocations, it is anticipated that water valve covers, water meters, and other surface and sub-surface utilities may need to be relocated.

29. There will be impacts to driveways along the east side of Stanford Avenue where the pedestrian sidewalk facilities are proposed. Design of the facilities will accommodates access to driveways in the disturbed area of the project. Reasonable access will be allowed during construction with minimal disturbance.

30. The project area does not access the State Highway System.

31. The project can be constructed without the need to build a detour.

32. The project does not reduce available parking on the section of the roadway in the project area.

33. The project does not encroach upon federal or state lands in the area of the project.

34. The project lies entirely within an urbanized area. No farmland is affected by this project.

    U.S. Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) Farmland Mapping and Monitoring Program; April 2009

35. Caltrans PQS answers question #35.

    * Project review received from the Northeast Information Center; 06-21-2013

36. The project is neither adjacent to, nor encroaches upon, Tribal land.

Detailed Project Description (continued):

The project is located in a sub-urban residential area. The project involves constructing a 5 foot wide concrete ADA (Americans with Disabilities Act) compliant pedestrian detached/attached sidewalk from Los Molinos High School (entrance at Grant Street and Stanford Avenue) to Los Molinos Elementary School (entrance at Rose Street and Stanford Avenue), covering a strait horizontal distance of 7 blocks. Depending on design and funding limitation and/or opportunities, the project is expected to also include construction of storm sewer improvements (inlets, lateral lines, manhole and mainline pipe) in the northern two blocks of the project that will tie into another proposed project. The project is expected to also construct intersection improvements that involve reconstruction of the existing roadway, installation of drainage gutters, and possibly cement walkways.

There are a few mature trees that appear to be in conflict with the proposed sidewalk, and there is a high probability that the design will not be able to avoid these trees and as such they may need to be removed.

Improvements will occur on school property to adequately connect the existing walkways to the proposed connecting walkway. In addition the project footprint boundary (APE) was also extended to cover probable relocation of utility poles that will be affected by the relocation of poles within the primary corridor. Utility relocation of other water and sub-surface utilities are probable with the construction of a storm sewer.

Stormwater facilities may necessitate localized excavation up to 60" in depth to install within roadway corridor.
There will be no permanent right-of-way acquisitions necessary for this project. The study area (APE) was expanded to include lateral streets a block either side of Stanford Avenue to accommodate the probable relocation of utility poles, water valve covers, water meters, and possible road-side swale grading activities.

Project measurements:

Disturbed area:	≈ 3 acres
Project length:	≈ 2,100 ft. (Grant Street to Palm Street)
Project Width:	≈ 50 ft. (Stanford Avenue ROW Width)
Project area:	≈ 3 acres
Project length - slope:	≈ 0.5% north to south slope (elevation at Grant Street: ≈ 230 ft., elevation at Grant Street: ≈ 218 ft.)

PART OF A LARGER ADJACENT PROJECT
This project complements future planned projects in this part of Los Molinos. Two subsequent projects extend facilities such as bike lanes, sidewalk and lighting from SR 99 along Grant Street to Los Molinos High School. Another project between SR 99 and Grant Street focuses on drainage. The proposed drainage project is consistent with overall drainage plans laid out in the January 2013 Los Molinos Storm Drain Master Plan. These projects are funded by CMAQ (bicycle/pedestrian facilities) and CDBG (drainage). This project will also complement Phase I and II of the SR 99 Bond project. The projects will leverage improvements made by the Safe Routes to Schools project.

IT HAS BEEN DETERMINED THAT THIS PROJECT HAS INDEPENDENT UTILITY PROVIDED THE CITY HAS ALREADY CONSTRUCTED THE INFRASTRUCTURE DEVELOPMENT PROJECTS THAT HAVE BEEN IDENTIFIED. THE NECESSARY STORM DRAINAGE IMPROVEMENTS ON GRANT ST. WILL BE CONSTRUCTED PRIOR TO AND SUPPORTING THE DRAINAGE NEEDS OF THIS PROJECT.

Distribution 1) Original - DLAE, 2) Local Agency Project Manager, 3) DLA Environmental Coordinator
4) Senior Environmental Planner (or designee), 5) District PQS

Updated: 05/15/08

5908(092)

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS
9380 San Benito Avenue
Gerber, CA 96035
Bus: (530) 385-1462
Fax: (530) 385-1189

Road Commissioner
Surveyor
Engineer
Public Transit
Flood Control and
Water Conservation District
Sanitation District No. 1

September 8, 2014 E-14-101

Sent via: Email

Caltrans, Office of Local Assistance
1657 Riverside Drive
Redding, CA, 96001

Attn: Kurt Lervold

INCLUDE WITH PES

Subject: Los Molinos, Stanford Avenue Safe Routes to School Project

Mr. Lervold,

Currently the County of Tehama is in the process of developing three interdependent improvement projects in the unincorporated town of Los Molinos. These projects include; storm drainage improvements on Grant Street, funded through a Community Development Block Grant (CDBG); street surface improvements on Grant Street, funded by the State Transportation Improvement Program (STIP); and a Safe Routes to School project on Stanford Avenue. These three projects have dependences and infrastructure requirements that require a logical sequence to their development.

This letter will establish that it is the County's intent to sequence and schedule these projects so that each project will provide needed improvements to support the development of the other. More specifically, that necessary storm drainage improvements on Grant Street will be constructed prior to and supporting the drainage needs of the Stanford Avenue Safe Routes to School project. It is also the County's intent that any final surface improvements will only be constructed after underground storm drainage improvements are inspected and complete.

Sincerely,

Gary Antone, P.E., P.L.S.
Director of Public Works

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Lervold, Kurt N@DOT

From: Kevin Maple [kmaple@tcpw.ca.gov]
Sent: Monday, September 08, 2014 11:44 AM
To: Lervold, Kurt N@DOT; Fazzari, Chris A@DOT
Cc: Zolotoff, Kelly M@DOT; Quigley, Tamy D@DOT; Howat, Ian W@DOT; gantone@tcpw.ca.gov
Subject: RE: 5908 (092) Los Molinos Safe Routes to School
Attachments: Ltr Kurt Lervold 090814.pdf

Hi Kurt – Per your request, attached is a letter sign by Gary Antone stating the County's intent to sequence the projects in Los Molinos such that drainage improvements necessary to support the Safe Routes to School project will be constructed in advance to assure independent utility.

If there is anything else I can provide, please let me know.

Thanks,

Kevin Maple, PE | Civil Engineer
Tehama County Public Works
9380 San Benito Avenue, Gerber, CA 96035-9701
Office 530.385.1462 ext. 3009 | Cell 530.200.2165 | Fax 530.385.1189

From: Lervold, Kurt N@DOT [mailto:kurt.lervold@dot.ca.gov]
Sent: Wednesday, September 03, 2014 10:32 AM
To: Kevin Maple; Fazzari, Chris A@DOT
Cc: Zolotoff, Kelly M@DOT; Quigley, Tamy D@DOT; Howat, Ian W@DOT; Gary Antone
Subject: RE: 5908 (092) Los Molinos Safe Routes to School

Hi Kevin: Following up on the Community Development Block Grant for storm drainage improvement on Grant Street in Los Molinos. As you know, the Stanford Street SR2S project needs to have independent utility- meaning it's a project that can stand alone with logical termini and in this case drainage with logical termini. Before we proceed any further with the SR2S project, we need a letter from the County signed by Gary Antone stating that the CDBG project will be constructed prior to the SR2S project; thereby, giving independent utility to the SR2S project. If you could provide such a letter to us in the next couple of weeks, we would greatly appreciate it. Thank you, Kurt.

Kurt Lervold, Area Manager
Tehama County
Office of Local Assistance
District 2
PH (530) 225-3570
FX (530) 225-3020

From: Kevin Maple [mailto:kmaple@tcpw.ca.gov]
Sent: Tuesday, August 19, 2014 11:28 AM
To: Fazzari, Chris A@DOT
Cc: Lervold, Kurt N@DOT; Zolotoff, Kelly M@DOT; Quigley, Tamy D@DOT
Subject: RE: 5908 (092) Los Molinos Safe Routes to School

Hi Chris – Thanks for checking in. There has been a change in our contact at HCD for this project. The new contact is:

Regina Lett

Housing Representative II
Dept. of Housing and Community Development
Community Development Block Grant Program
2020 W. El Camino Ave. Suite 500
Sacramento, Ca. 95833
(916) 263-2337 (Direct Line)
rlett@hcd.ca.gov

We are still in the process of submitting our General Conditions Clearance Check List to receive approval for our grant administrator and for the project to receive formal authorization to begin.

It is also still the intent for the storm drainage improvements on Grant Street funded through CDBG to be constructed prior to the Stanford Street SR2S's improvements.

Best Regards,

Kevin Maple, PE | Civil Engineer
Tehama County Public Works
9380 San Benito Avenue, Gerber, CA 96035-9701
Office 530.385.1462 ext. 3009 | Cell 530.200.2165 | Fax 530.385.1189

From: Fazzari, Chris A@DOT [mailto:chris.fazzari@dot.ca.gov]
Sent: Tuesday, August 19, 2014 10:11 AM
To: Kevin Maple
Cc: Lervold, Kurt N@DOT; Zolotoff, Kelly M@DOT; Quigley, Tamy D@DOT
Subject: 5908 (092) Los Molinos Safe Routes to School

Hi Kevin,
I'm checking in with you on this Project and it PES (which we still need to get signed). I have in my notes that we need confirmation from the County that this SRTS project will be constructed AFTER the adjacent street and drainage work is completed, so that it can be confirmed that the SRTS project and its drainage system will have independent utility. Also, the county was going to provide contact information for the oversight Agency for the other project, so that Caltrans can coordinate with them on studies for both project and see if we can agree to accept joint studies/ reports to satisfy each agency's NEPA process.

If you can provide the contact info for the people you are dealing with at Housing and Urban Development we can make contact with them and see if we can get this moving again.

Thanks,
Chris

Chris Fazzari
Associate Environmental Planner, Office of Local Assistance
Department of Transportation -- District 2
1657 Riverside Drive, MS # 5
Redding, CA 96001

Office (530)-225-3367
FAX (530)-225-3020

Northeast Center of the
California Historical Resources
Information System

BUTTE
GLENN
LASSEN
MODOC
PLUMAS
SHASTA

SIERRA
SISKIYOU
SUTTER
TEHAMA
TRINITY

123 West 6th Street, Suite 100
Chico CA 95928
Phone (530) 898-6256
neinfocntr@csuchico.edu

June 18, 2013

Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035
ATTN: Mr. Sean Harrasser

RECEIVED
JUN 21 2013
TEHAMA COUNTY
PUBLIC WORKS

I.C. File # X13-5
Project Review

RE: SRTSL-5908(092)/Los Molinos Safe Routes To School – Tehama County
T25N, R2W, Section 16
USGS Los Molinos7.5' and Red Bluff 15' quads
Approximately 3 acres (Tehama County)

Dear Mr. Harrasser,

In response to your request, a project review for the project cited above was conducted by examining the official maps and records for archaeological sites and surveys in Tehama County.

RESULTS:

Prehistoric Resources: According to our records, no prehistoric sites have been recorded in the project area. However, 11 sites of this type have been recorded within a mile of the proposed project consisting of village sites with features including midden, burials, and flaked and ground stone scatters. The project area is located in a boundary region utilized by River Nomlaki populations. Unrecorded prehistoric cultural resources may be located in the project area.

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The USGS Los Molinos 7.5' and Red Bluff 15' (1951) quad maps indicate structures, roads, the town of Los Molinos, and the Rio De Los Molinos Land Grant are located in the project area while the Sacramento River, Mill Creek, Highway 99, Southern Pacific Railroad, orchards, the town of Tehama, Champlin Creek, Los Molinos High School, roads, and structures are located in the project vicinity. Additionally the Red Bluff 1/250,000 (1894 [1905]) indicates the Oregon Division Central Pacific Railroad, Sacramento River, Mill Creek, Lassen Trail and the Cities of Tehama and Sesma in the project vicinity. Albert Toomes received the Los Molinos Land Grant in 1844 and in 1835, he built an adobe near present-day Los Molinos. A copy of the State Historic Property Directory for Los Molinos is enclosed.

Previous Archaeological Investigations: According to our records, a portion of the project area has been previously investigated by a professional archaeologist. The report is listed below.

Meyer, Jack (Far Western Anthropological Research Group, Inc.)
2008 *The Potential for Buried Archaeological Resources along Part of State Route 99, Tehama County, California.*
IC Report 9866
Resources:
P-52-002314
P-52-002315

Literature Search: The official records and maps for archaeological sites and surveys in Tehama County were reviewed. Also reviewed: **National Register of Historic Places - Listed properties and Determined Eligible Properties** (2012), **California Register of Historical Resources** (2012), **California Points of Historical Interest** (2012), **California Inventory of Historic Resources** (1976), **California Historical Landmarks** (1996), **Handbook of North American Indians, Vol. 8, California** (1978), and **Directory of Properties in the Historic Property Data File for Tehama County** (2012).

RECOMMENDATIONS:

Based upon the above information, regional history, and local topography, the project appears to be located in an area considered to be sensitive for prehistoric and historic resources. The project area is located in a region utilized by prehistoric and historic populations. Native American populations used the local region for seasonal and permanent settlement, as well as for the gathering of plants, acorns, buckeye, wild rye, fishing for salmon, and also hunting deer, seasonal waterfowl and other available game. Historically, the region was utilized for farming and cattle ranching, transportation, and water diversion operations.

Therefore, due to the lack of survey in the project area, we recommend that a professional archaeologist be contacted to conduct a cultural resources survey of the project area. The project archaeologist will be able to offer recommendations for protection or mitigation for any new cultural resources that may be encountered as a result of the cultural resource survey. The project archaeologist should also contact the appropriate local Native American representatives for

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information regarding traditional cultural properties that may be located within project boundaries for which we have no records. This person may also want to consult historic General Land Office (GLO) plat maps in order to aid in the identification of unrecorded historic sites, which may be located within project boundaries. For information regarding qualified archaeological professionals, please visit the CHRIS consultant list at http://www.chrisinfo.org/ for more information.

During any phase of parcel development, if any potential prehistoric, protohistoric, and/or historic cultural resources are encountered, all work should cease in the area of the find pending an examination of the site and materials by the project archaeologist. This request to cease work in the area of a potential cultural resource find should be made a condition of project approval. This condition is intended for accidental discoveries made during construction activities, and does not replace the need for a Phase I investigation that assists planners and developers in meeting California Environmental Quality Act (CEQA) obligations during the Initial Study planning phase. The recommendation for a Phase I Cultural Resource Evaluation enables the lead agency to fulfill their obligations under CEQA to identify potentially significant historical resources. A Phase I investigation includes background research (record search), a field inspection, and report documenting the presence or absence of prehistoric or historic features, buildings, or archaeological sites. If potentially significant sites are identified during the Phase I investigation, further work may be necessary to determine site significance as well as appropriate protection or mitigation measures.

The fee for this project review is $150.00 (1 hour Information Center time @ $150.00 per hour). An invoice will follow from the Research Foundation. Thank you for your dedication preserving Tehama County's and California's irreplaceable cultural heritages, and please feel free to contact us if you have any questions or need any further information or assistance.

Sincerely,

Amy Huberland

Amy Huberland, M.A.
Assistant Coordinator

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PROPERTY-NUMBER	PRIMARY-#	STREET.ADDRESS.....	NAMES.....	CITY.NAME.....	OWN	YR-C	OHP-PROG..	PRG-REFERENCE-NUMBER	STAT-DAT	NRS	CRIT
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126339				LOS MOLINOS	U	1908	HIST.RES.	DOE-52-00-0002-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126345			FISH HATCHERY DITCH	LOS MOLINOS	C	1900	HIST.RES.	DOE-52-00-0008-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
183503			BUENA VISTA CANAL SEGMENT	LOS MOLINOS	P	1905	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
183499			HILINE CANAL SEGMENT	LOS MOLINOS	P	1912	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
183500			MAIN CANAL SEGMENT FORMERLY CONE C	LOS MOLINOS	P	1800	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
183501			RUNYON CANAL SEGMENT	LOS MOLINOS	P	1884	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
187205		25197 S CENTER ST		LOS MOLINOS	P	1923	PROJ.REVW.	HUD111025G		6Y	
161913		6128 SR 99 E		LOS MOLINOS	P	1920	PROJ.REVW.	FHWA010423E	12/05/01	6Y	
126341		8535 SR 99 E	IDYLWILD DANCE HALL	LOS MOLINOS	P	1922	HIST.RES.	DOE-52-00-0004-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126340		8590 SR 99 E		LOS MOLINOS	P	1950	HIST.RES.	DOE-52-00-0003-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126342		8605 SR 99 E		LOS MOLINOS	P	1945	HIST.RES.	DOE-52-00-0005-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126343		8645 SR 99 E		LOS MOLINOS	P	1950	HIST.RES.	DOE-52-00-0006-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126344		8665 SR 99 E		LOS MOLINOS	P	1930	HIST.RES.	DOE-52-00-0007-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
115689		11499 SR 99 E		LOS MOLINOS	P	1943	HIST.RES.	DOE-52-98-0012-0000	05/13/98	6Y	
							PROJ.REVW.	FHWA980406B	05/13/98	6Y	
132735			CLOUGH BROTHERS DAM	(VIC) LOS MOLINOS	P	1912	HIST.RES.	DOE-52-02-0001-0000	05/07/02	6Y	
							PROJ.REVW.	BUR020503A	05/07/02	6Y	
050421		SR 99	BRIDGE #8-9	(VIC) LOS MOLINOS	S	1921	HIST.SURV.	6055-0005-0000		7R	
050417		SR 99	BRIDGE #8-5	(VIC) LOS MOLINOS	S	1917	HIST.SURV.	6055-0001-0000		7R	
050422		SR 99	BRIDGE #8-78	(VIC) LOS MOLINOS	S	1925	HIST.SURV.	6055-0006-0000		7R	
050423		SR 99	BRIDGE #8-10	(VIC) LOS MOLINOS	S	1920	HIST.SURV.	6055-0007-0000		7R	
050418		SR 99	BRIDGE #8-6	(VIC) LOS MOLINOS	S	1918	HIST.SURV.	6055-0002-0000		7R	
050419		SR 99	BRIDGE #8-7	(VIC) LOS MOLINOS	S	1920	HIST.SURV.	6055-0003-0000		3S	
050420		SR 99	BRIDGE #8-08	(VIC) LOS MOLINOS	S	1921	HIST.SURV.	6055-0004-0000		7R	
091547		SR 99 E	SESMA	(VIC) LOS MOLINOS	U		HIST.RES.	SPHI-TEH-001	10/01/75	7L	
175621			EAGLE CANYON TRAIL AND SPRING COLL	MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	6Y	
105439		PONDEROSA WY	MANTON FOREST FIRE STATION COMBINA	MANTON	S	1949	ST.AG.5024	ST.AG.-3540-0123	11/20/96	4CM	AD
175620			INSKIP CANAL SPILL	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	2S2	AB
162111	52-001935		INSKIP DIVERSION DAM/CANAL/PENSTOC	(VIC) MANTON	P	1910	PROJ.REVW.	BUR001121A	12/20/00	2S2	A
162104			EAGLE CANYON DIVERSION DAM/EAGLE C	(VIC) MANTON	P	1910	PROJ.REVW.	BUR061027A	11/06/06	6Y	
							PROJ.REVW.	BUR001121A	04/04/01	2S2	B
							PROJ.REVW.	BUR001121A	12/20/00	2S2	A
162105	52-001937		COLEMAN DIVERSION DAM/COLEMAN CANA	(VIC) MANTON	P	1912	PROJ.REVW.	BUR001121A	04/04/01	2S2	B
							PROJ.REVW.	BUR001121A	12/20/00	2S2	A
162106			LOWER RIPLEY DIVERSION DAM/PIPELIN	(VIC) MANTON	P	1918	PROJ.REVW.	BUR001121A	12/20/00	6Y	
162109	52-001933		SOAP CREEK FEEDER DAM	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	12/20/00	6Y	
162110			SOUTH DIVERSION DAM/CANAL/PENSTOCK	(VIC) MANTON	P	1910	PROJ.REVW.	BUR001121A	12/20/00	6Y	
175619	52-001935		INSKIP CANAL	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	2S2	AB
175622			WILDCAT PIPELINE AND CANAL	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	6Y	
088595			20'X40' BARRACKS AND KITCHEN	MEN NF	U		HIST.RES.	DOE-52-94-0001-0000	03/25/94	6Y	
							PROJ.REVW.	USFS940114A	03/25/94	6Y	
088598			CONCRETE BLOCK GAS AND OIL STORAGE	MEN NF	U		HIST.RES.	DOE-52-94-0004-0000	03/25/94	6Y	
							PROJ.REVW.	USFS940114A	03/25/94	6Y	
088599			3-BAY WAREHOUSE (PASKENTA WORK CEN	MEN NF	U		HIST.RES.	DOE-52-94-0005-0000	03/25/94	6Y	

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COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

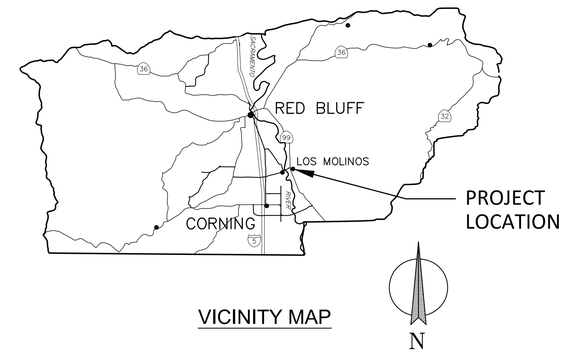
CONSTRUCTION PLANS FOR

STANFORD AVE., LOS MOLINOS

SAFE ROUTES TO SCHOOL

FEDERAL AID HIGH RISK RURAL ROAD PROJECT

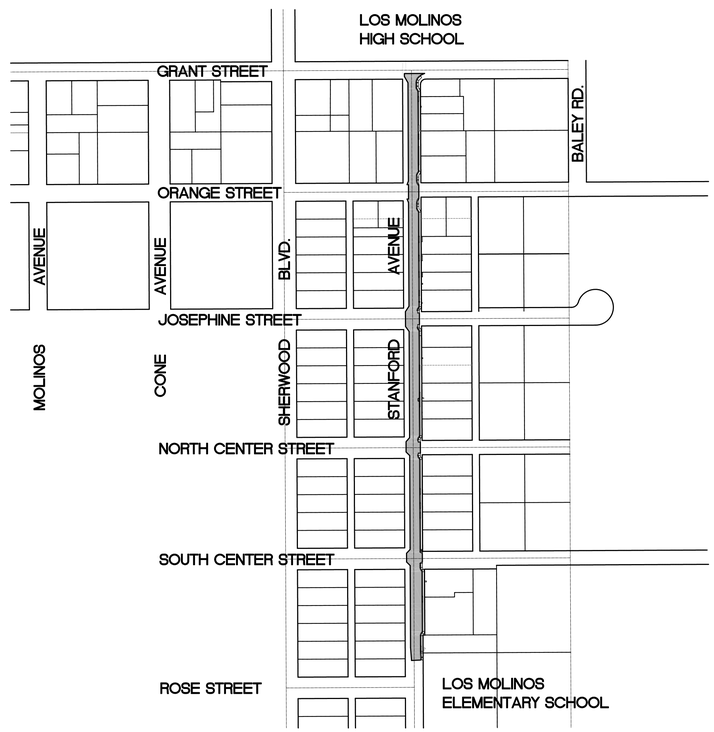
FEDERAL AID PROJECT No. HRR RL 5908 (_____)
COUNTY PROJECT NO. 245231



VICINITY MAP

LEGEND

UP•	UTILITY POLE
FL	FLOWLINE
CL	CENTERLINE
D/W	DRIVEWAY
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
WV	WATER VALVE
FH	FIRE HYDRANT
P.I.	POINT OF INTERSECTION
B.C.	BEGIN CURVE
E.C.	END CURVE
B.V.C.	BEGIN VERTICAL CURVE
E.V.C.	END VERTICAL CURVE
ETW	EDGE TRAVELED WAY
SHO	SHOULDER – GRAVEL
EL	ELEVATION
EP	EDGE OF PAVEMENT
R/W	RIGHT OF WAY
EX	EXISTING
PC	POINT OF CURVATURE
PT	POINT OF TANGENTCY
⊙	SURVEY MONUMENT
⁂	CONTROL POINT
—TC—TC—TC—	UNDERGROUND TELEPHONE COPPER LINE
—OHU—OHU—OHU—	EXISTING OVERHEAD UTILITY LINE
—x—x—x—x—	EXISTING FENCE LINE
—x—x—x—x—	NEW FENCE LINE
	RIGHT OF WAY LINE
	FLOWLINE
—C&F—	LIMITS OF CONSTRUCTION (CUT/FILL LINE)
—W—W—W—	EXISTING WATER LINE (APPROX. LOCATION)



PROJECT AREA

N

CALL UTILITY NOTIFICATION CENTER OF CALIFORNIA

811

Know what's below.
Call before you dig.

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.

INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T–1	TITLE SHEET
2	D–1	TYPICAL SECTION, DETAILS
3	C–1	PLAN AND PROFILE
4	C–2	PLAN AND PROFILE @ SOUTH CENTER ST.
5	C–3	PLAN AND PROFILE @ NORTH CENTER ST.
6	C–4	PLAN AND PROFILE @ JOSEPHINE ST.
7	C–5	PLAN AND PROFILE @ ORANGE ST.
8	C–6	PLAN AND PROFILE @ GRANT ST.
9	STP–1	STRIPING & SIGNAGE PLAN
10	STP–2	STRIPING & SIGNAGE PLAN

TEHAMA COUNTY BOARD OF SUPERVISORS

DISTRICT 1 STEVE CHAMBLIN
DISTRICT 2 CANDY CARLSON
DISTRICT 3 DENNIS GARTON
DISTRICT 4 BOB WILLIAMS
DISTRICT 5 BURT BUNDY

APPROVED BY:

COUNTY SEAL

CHAIRPERSON BOARD OF SUPERVISORS

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS

REGISTERED PROFESSIONAL ENGINEER GARY B. ANTONE C 36077 CIVIL STATE OF CALIFORNIA

GARY ANTONE
DIRECTOR OF PUBLIC WORKS

No.	REVISION:	BY:	DATE:

REGISTERED PROFESSIONAL ENGINEER ROBERT S. MOSS JR. CIVIL STATE OF CALIFORNIA 1938

DRAFT

TEHAMA COUNTY PUBLIC WORKS
9380 San Benito Ave.
Gerber, Ca 96035
(530) 385–1462

HORIZ:	NOTED
VERT:	N/A
SCALE	
DRAWN BY:	TAC
DATE:	8/18/2016
CHECKED BY:	
DATE:	

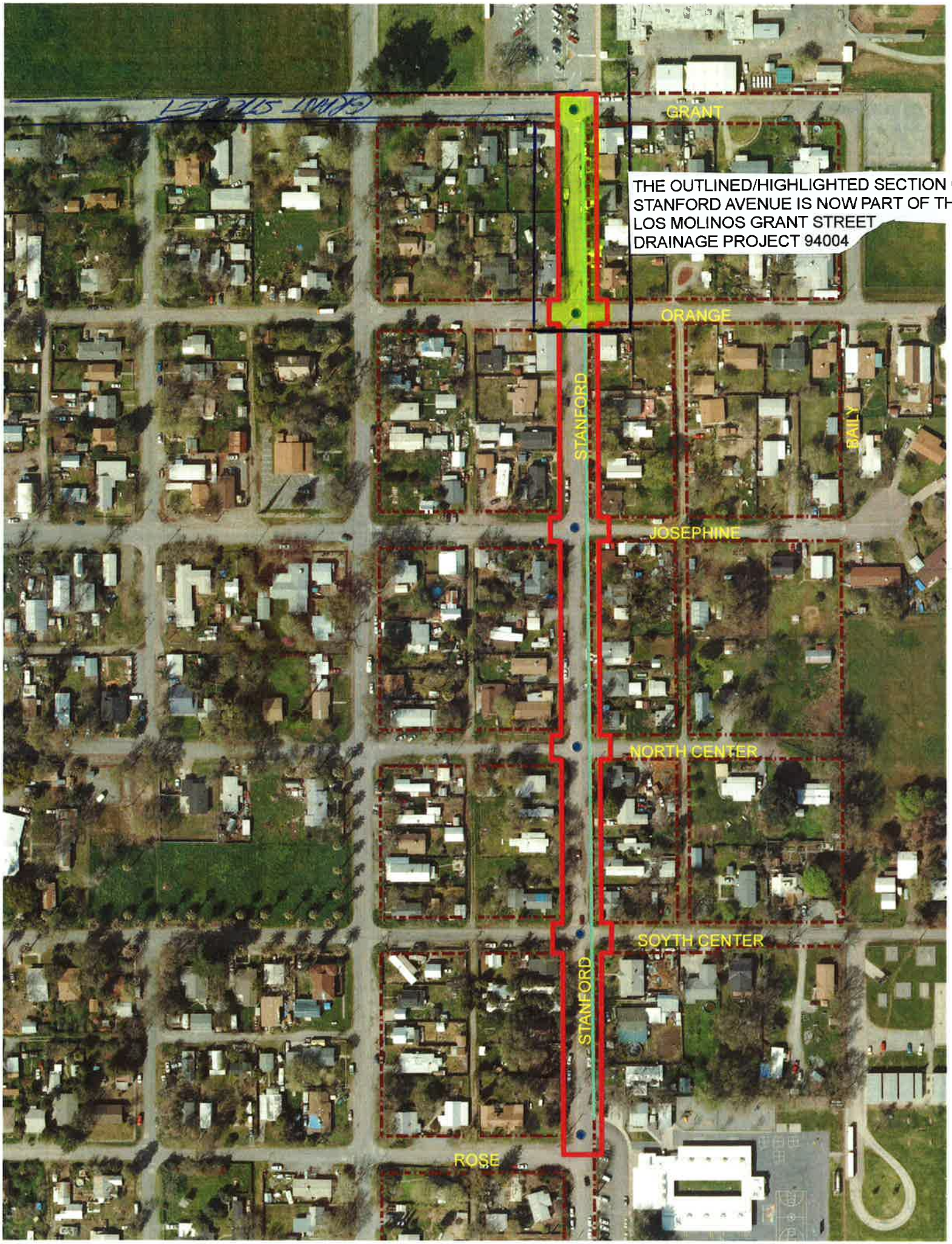
STANFORD AVE., LOS MOLINOS
SAFE ROUTES TO SCHOOL
COVER SHEET

PROJECT NO.: 245231

SHEET NO.	PAGE NO.
T-1	1/10

P:\245231 Los Molinos Stanford Ave SRTS\DWG\3D-DATA 245231\PROPOSED\Stanford_Ave_9-19-16_w_Road.dwg11/18/2016

Stanford Ave 9-19-16 w Road.dwg


GRANT
THE OUTLINED/HIGHLIGHTED SECTION OF STANFORD AVENUE IS NOW PART OF THE LOS MOLINOS GRANT STREET DRAINAGE PROJECT 94004
ORANGE
STANFORD
BAILY
JOSEPHINE
NORTH CENTER
SOYTH CENTER
STANFORD
ROSE

TEHAMA COUNTY PUBLIC WORKS
9380 SAN BENITO A VENUE, GERBER, CA 96035
P: (530) 385-1462 F: (530) 385-1293
HTTP://WWW.TEHAMACOUNTYPUBLICWORKS.CA.GOV

REQUEST FOR QUOTE

Stanford Avenue Safe Routes To School

National Environmental Policy Act (NEPA) Services

QUOTE TO BE SUBMITTED TO:

Kevin Rosser, Senior Civil Engineer
Attn: Stanford Avenue Safe Routes To School
Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035

SUBMISSION DUE DATE:

No later than 4PM (PST)
August 3rd, 2017

QUESTIONS MAY BE DIRECTED TO:

Kevin Rosser, PE
(530) 385-1462 ext. 3051
KRosser@tcpw.ca.gov

I. INTRODUCTION

Tehama County Department of Public Works seeks quotes to perform NEPA services for the Stanford Avenue Safe Routes to School Project in the town of Los Molinos, CA. This Request for Quote (RFQ) solicits input from interested persons, corporations, or partnerships in assisting the County Public Works Department.

II. BACKGROUND

Tehama County is located approximately midway between Sacramento and the Oregon border and has an estimated population of 63,463. It covers about 2,962 square miles and is bordered by the Counties of Butte, Glenn, Trinity, Shasta and Plumas.

The project is federally funded through the federal transportation act and administered through the California Department of Transportation.

Stanford Avenue is a primary school route for students traveling to and from both Los Molinos Elementary School and Los Molinos High School. Stanford Avenue has a narrow existing roadway width (<20') and unimproved shoulder conditions. During rain events, it is prone to localized ponding of water on the shoulders. As a result, children coming to and from school are forced to share the roadway with motorized vehicles.

The project proposes to construct a sidewalk between the elementary and high school along the east side of Stanford Avenue, as well as improve intersection crossings, drainage, and roadway grade.

III. SCOPE OF WORK

The Scope of Services for this quote requires an understanding of "turnkey" NEPA services. The scope of services includes the requirements of the attached Preliminary Environmental Study (PES) form and is not limited to:

- Preparing the Area of Potential Effects (APE) map
- Preparing an Archeological Survey Report (ASR) and Historical Property Survey Report (HPSR)
- Addressing noise, air quality, hazardous waste, biological resources, land use and community impacts within the Minimal Impact Natural Environmental Study (NES)

The scope of work of this quote requires the understanding of federal and state requirements concerning HPSR's. The firm selected for this work must demonstrate they meet the educational and experience requirements of a qualified archaeologists as defined by the standards of the Secretary of the Interior and the National Park Service (36 CFR Part 61).

The selected consultant and/or consultant team or sub-consultant will provide, at the least, the following:

Coordination: identify a point of contact, develop and maintain a work plan, coordinate with County, schedule and maintain consultants team and subconsultants, and coordinate with local property owners.

Invoicing and Billing: The Consultant will prepare Progress Payment Invoices and monthly invoices for County Accounting Staff.

Project Team Meetings: Consultant will schedule, prepare, and attend Project Team

Meetings with the County to review the scope of work and project goals, schedule, task progress, and identify issues to be addressed.

The County will supply the following:

Responsible In-Charge: County will supply a responsible in charge inspector to review all reports and changes for approval.

TENTATIVE SCHEDULE

The tentative selection time schedule is as follows:

Advertise Request for Quote ..... July 20, 2017
Quotes Due ..... August 3, 2017 (no later than 4PM)
Negotiations and Development of Agreement ..... August 10, 2017
Award Agreement ..... August 25, 2017

IV. Quote FORMAT / REQUIREMENTS

The quote shall include, at a minimum, the following information presented in a clear and concise format. Information provided should demonstrate the Proposer's competence and professional qualification for the satisfactory performance of the services outlined in the "Scope of Services" in this Request for Quote.

1. Document Format:

The quote (excluding attachments, transmittal and resumes) should preferably not exceed 15 single sided 8 1/2" x 11" pages. The County appreciates quality over quantity with respect to a quote. The quote includes a cover letter, quote and additional forms as described in the RFQ. The cost quote is included in this section.

2. Cover Letter:

Please include a cover letter describing your firm's interest and commitment to providing services. Please be sure to include your name, address, phone, fax, and email, if available. The person authorized by the firm to negotiate a contract with the county must sign the cover letter. Address the cover letter to:

Kevin Rosser, Senior Civil Engineer
Attn: Stanford Avenue Safe Routes To School, National Environmental Policy Act (NEPA) Services
Tehama County Department of Public Works
9380 San Benito Avenue, Gerber CA 96035

3. Discussion:

Please discuss your understanding of the RFQ along with a description of the work plan for providing the required services.

4. Qualifications and Experience:

The quote should provide a resume(s) with qualifications and experience of the proposed team, including key sub consultants that will be available for providing the requested services, including a list of all appropriate licenses and certificates with license numbers and expiration dates (resumes are not counted against the quote's page limit).

5. Staffing Plan and Organizational Chart:

The quote should provide a staffing plan that shows anticipated staffing for the duration of the contract. In particular, identify key personnel responsible for Project Manager, Biologist, Archeologist, and support staff. Identify all positions available for the project and their responsibility. Organizational Chart showing the structure of your firm.

6. **Disadvantaged Business Enterprise (DBE) Program:**

For the projects/tasks that are partially funded by federal funds from the U.S. Department of Transportation, you are required to comply with the County's Disadvantaged Business Enterprise (DBE) Program in accordance with Title 49, Part 26 of the Code of Federal Regulations (CFR). Caltrans Local Assistance Procedure Manual (LAPM) **Exhibit 10-O2** "Consultant Contract DBE Information" is included in the attachments and provides further details on DBE Program compliance. **Exhibit 10-O2 shall only be submitted by the successful Proposer at the time of contract award.**

The DBE Goal established for this contract is **0%.** It is anticipated firms will not provide subcontracting opportunities.

7. **Other LAPM forms part of the quote:**
   - **Exhibit 10-Q,** "Disclosure of Lobbying Activities"

8. **Acknowledgement:**

Provide acknowledgement regarding your acceptance of the County's standard Consulting Services Agreement (included in the attachments) conditions including indemnifications and insurance provision and specifically affirm your ability to comply with provisions applying to projects using US DOT funds.

9. **References:**

Provide at least five client references (names and current phone numbers) from recent work (previous three years) similar to this scope of services. Include a brief description of each project associated with the references and the role of each team member (references are not counted against the quote's page limit).

Submittal of Quote:

One original quote package is due at the County Public Works office no later than the time and date specified on the cover of this RFQ. Late or facsimile quotes will not be accepted.

10. **Independent Cost Proposal (Caltrans LAPM EXHIBIT 10-H)**

The **fee proposal** must include a detail cost breakdown of: direct labor costs, indirect costs, general administration costs, other direct costs, subcontractor costs, net fee or profit.

V. METHOD AND CRITERIA FOR SELECTION

All quotes will be reviewed by a selection committee using a ratings matrix to determine which firms will be selected for further consideration. The main criteria for selection of the successful consultant are as follows:

1. **Approach/understanding of the scope of this solicitation (20 Points)**
   a) Clear understanding of the work statement within the quote.
   b) Approach shows consultant's plan to complete a project in a timely fashion.
   c) Overall technical quality of the quote.
2. **Technical qualifications and experience of Consultant/individual(s) (30**

Points)

a) Qualifications and project history relevant to this project.

3. **Ability to meet project deadlines and attend brief meetings and site visits (15 Points)**
   a) Present workload of the firm and availability of staff for the project. The ability to commit the staff personnel identified in the quote to meet project deadlines.
   b) Availability of a local liaison to manage the projects.
   c) Ability to provide required projects within the allotted time.
   d) Quality and thoughtfulness of proposed schedule.
4. **Consultant/individual(s) past record in performing similar projects (20 Points)**
   a) Familiarity with federal programs and previous experience performing Local Agency projects.
   b) Financial responsibility: consultant's ability to identify and segregate costs, including capturing direct and indirect costs.
5. **Familiarity and experience with Tehama County, Caltrans, and other permitting/funding agency procedures (15 Points)**
   a) Ability to complete the necessary exhibits from the Caltrans LAPM.

Total Points (100)

It is the County's intent to select the firm with the best qualifications and most favorable overall in the County's interest. This determination will be made by the County in its sole discretion. Your cost quote needs to be included with the submittal in a separate sealed envelope, which will be opened after qualification evaluation. Three firms will be selected by the evaluation panel for an interview. Scope, agreement, and fee will be negotiated with the firm ranked first, as determined by the County. If an agreement cannot be reached, negotiations will be terminated and the next highest ranked firm(s) may be asked to negotiate an agreement with the County.

VI. COUNTY'S RIGHTS, OPTIONS AND POLICIES

1) Successful firms will be required to participate in negotiations and to submit such pricing, technical or other revisions to their quote as may result from negotiations. Accordingly, each initial quote should be submitted on the most favorable terms from an economic and technical viewpoint.
2) The County reserves the right to decide that one quote is more favorable than all others.
3) The County reserves the right to declare a quote as non-responsive if it fails to clearly and/or completely respond to all questions and requirements of this RFQ. All late submissions will be considered non-responsive and remain unopened.
4) The County reserves the right to waive any irregularities and/or informalities in submitted quotes. Should the County elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.
5) The County reserves the right to eliminate the interview portion of the selection process.
6) The County reserves the right to modify, postpone, or cancel this RFQ at any time and/or reject any and all submissions without indicating any reason. No quote documents will be returned.
7) The County reserves the right to reject individual team members, firms, consultants

and/or request substitution(s). The County reserves the right to request changes to the staffing and/or scope of services contained in any of the quotes and to enter into negotiations with any of the firm(s) regarding their submittal.

8) The County reserves the right to terminate the consultant agreement if the proposed individual(s) is changed after selection and/or following the award of the consultant agreement.

9) If contract negotiations are unsuccessful with the preferred Consultant, County may, at its discretion, choose to negotiate with any other Consultant.

10) No compensation is offered for any of the work related to this selection process. The submissions are entirely voluntary. All original documents including electronic files become the property of the County.

11) Those submitting a quote warrant and covenant that no official or employee of Tehama County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in procuring the contract for this project.

Consultants shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in the performance of County contracts

For your review is a County Standard Consulting Agreement (including specific conditions).

Please see the following attachments to be included with your quote:

- **Exhibit 6-A,** Preliminary Environmental Study (PES) Form for SRTSL-5908(092) & Proposed APE
- **Exhibit 10-H,** Sample Cost Proposal (fillable form available for download from Caltrans)
- **Exhibit 10-I**, Notice to Proposers Disadvantaged Business Enterprise Information
- **Exhibit 10-O2**, Consultant Contract DBE Information (**completed by successful proposer at award**)
- **Exhibit 10-Q**, Disclosure of Lobbying Activities

Exhibit 6-A Preliminary Environmental Study (PES) Form

Federal Project No.: SRTSL-5908(092) *(Federal Program Prefix-Project No., Agreement No.)*

Final Design: 03-01-2015 *(Expected Start Date)*

To: Ian Howat *(District Local Assistance Engineer)*
District 2 *(District)*
1657 Riverside Drive, Redding, CA 96001 *(Address)*
Ian_Howat@dot.ca.gov *(E-mail Address)*

From: Tehama County Public Works *(Local Agency)*
Sean Harrasser (530) 385-1462 ext.3044 *(Project Manager's Name and Telephone No.)*
9380 San Benito Avenue, Gerber, CA, 96035 *(Address)*
sharrasser@tcpw.ca.gov *(E-mail Address)*

Is this Project "ON" the State Highway System? ☐ Yes ☒ No

IF YES, STOP HERE and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.

Federal State Transportation Improvement Program (FSTIP) http://www.dot.ca.gov/hq/transprog/fedpgm.htm: December 20, 2012 *(Currently Adopted Plan Date)* Page 193 of the 2013 FSTIP (TAB 13 - SRTS) *(Page No.___ attach to this form)*

Programming for FSTIP:

Preliminary Engineering		Right of Way		Construction	
2013/2014 *(Fiscal Year)*	$ 125,000 *(Dollars)*	n/a *(Fiscal Year)*	$ n/a *(Dollars)*	2015/2016 *(Fiscal Year)*	$ 375,000 *(Dollars)*

Project Description as Shown in RTP and FSTIP:

Construct pedestrian path and curb; install crosswalks, signs and striping

Detailed Project Description: *(Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)*

Purpose: To provide a safe travel way for pedestrians and children walking or biking to school along Stanford Avenue in the Town of Los Molinos. Stanford Avenue is an important primary school route for students traveling to and from both Los Molinos High School (entrance at Grant Street and Stanford Avenue) and Los Molinos Elementary School (entrance at Rose Street and Stanford Avenue).

Need: The right-of-way is 50', Stanford Avenue has a narrow existing lane width (<20') and unimproved shoulder conditions. During rain events, the gravel shoulders are prone to localized ponding. As a result, children coming to and from school are forced to share the roadway with motorized vehicles. This project is the number one safety priority for schools in the Los Molinos area. The project will also encourage children to walk and bike to school and alleviate some impacts of vehicle travel.

("Detailed Project Description" is continued on the Continuation Sheet.)

(Continue description on "Notes" sheet, last page of this Exhibit, if necessary)

Preliminary Design Information:

Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

Yes	No		Yes	No		Yes	No	
☒	☐	Widen existing roadway	☒	☐	Ground disturbance	☐	☒	Easements
☐	☒	Increase number of through lanes	☒	☐	Road cut/fill	☒	☐	Equipment staging
☐	☒	New alignment	☒	☐	Excavation: anticipated maximum depth 60"	☐	☒	Temporary access road/detour
☐	☒	Capacity increasing—other (e.g., channelization)				☒	☐	Utility relocation
						☐	☒	Right of way acquisition (if yes, attach map with APN)
			☒	☐	Drainage/culverts			
☐	☒	Realignment	☐	☒	Flooding protection			
☐	☒	Ramp or street closure	☐	☒	Stream channel work	☐	☒	Disposal/borrow sites
☐	☒	Bridge work						
			☐	☒	Pile driving	☒	☐	Part of larger adjacent project
☒	☐	Vegetation removal						
☒	☐	Tree removal	☐	☒	Demolition	☐	☒	Railroad

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Required Attachments:

☒ Regional map ☒ Project location map ☒ Project footprint map (existing/proposed right of way)
☐ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)

☒ Notes to support the conclusions of this checklist/project description continuation page (attached)

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	☐	☒	☐
2. Will the project generate public controversy?	☐	☐	☒
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	☐	☐	☒
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	☐	☐	☒
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	☐	☐	☒
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, Table 2 applies): • Bicycle and Pedestrian facilities.	☐	☐	☐
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies):	☐	☐	☐
8. If project is not exempt from regional conformity, (If "No" on Question #7)			
Is project in a metropolitan non-attainment/maintenance area?	☐	☐	☐
Is project in an isolated rural non-attainment area?	☐	☐	☐
Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area?	☐	☐	☐
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or above-ground tanks, etc.) and/or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	☐	☒	☐
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	☐	☐	☒
11. Is the project within a designated sole-source aquifer?	☐	☐	☒
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	☐	☐	☒
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	☐	☐	☒

Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	☐	☐	☒
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	☐	☒	☐
16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	☐	☒	☐
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	☐	☐	☒
18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	☐	☐	☒
19. Is there a potential for the introduction or spread of invasive plant species?	☐	☐	☒
Sections 4(f) and 6(f)			
20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area?	☐	☐	☒
21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds?	☐	☐	☒
Visual Resources			
22. Does the project have the potential to affect any visual or scenic resources?	☐	☐	☒
Relocation Impacts			
23. Will the project require the relocation of residential or business properties?	☐	☐	☒
Land Use, Community, and Farmland Impacts			
24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.	☐	☐	☒
25. Is the project inconsistent with plans and goals adopted by the community?	☐	☐	☒
26. Does the project have the potential to divide or disrupt neighborhoods/communities?	☐	☐	☒
27. Does the project have the potential to disproportionately affect low-income and minority populations?	☐	☐	☒
28. Will the project require the relocation of public utilities?	☐	☒	☐
29. Will the project affect access to properties or roadways?	☒	☐	☐
30. Will the project involve changes in access control to the State Highway System (SHS)?	☐	☐	☒
31. Will the project involve the use of a temporary road, detour, or ramp closure?	☐	☐	☒
32. Will the project reduce available parking?	☐	☐	☒
33. Will the project construction encroach on state or federal lands?	☐	☐	☒
34. Will the project convert any farmland to a different use or impact any farmlands?	☐	☐	☒
Cultural Resources			
35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? *(Note: Caltrans PQS answers question #35)*	☐	☒	☐
36. Is the project adjacent to, or would it encroach on Tribal land?	☐	☐	☒

For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B.	Required Technical Studies and Analyses	C.	Coordination	D.	Anticipated Actions/Permits/Approvals
☐	**Traffic**				
	Check one:				
	☐ Traffic Study	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☐ Discussion in ED Only	☐	Caltrans	☐	Approval
☐	**Noise**				
	Check as applicable:				
	☐ Traffic Related				
	☒ Construction Related				
	Check one:				
	☐ Noise Study Report	☐	Caltrans	☐	Approval
	☐ NADR	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☒ Discussion in ED Only	☒	Caltrans	☒	Approval
☐	**Air Quality**				
	Check as applicable:				
	☐ Traffic Related				
	☒ Construction Related				
	Check one:				
	☐ Air Quality Report	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☒ Discussion in ED Only	☒	Caltrans	☒	Approval
		☐	FHWA	☐	Conformity Finding (6005 CEs, EAs, EISs)
		☐	Caltrans	☐	Conformity Finding (6004 CEs)
		☐	Regional Agency	☐	PM10/PM2.5 Interagency Consultation
☒	**Hazardous Materials/ Hazardous Waste**				
	Check as applicable:				
	☐ Initial Site Assessment (Phase 1)	☐	Caltrans	☐	Approval
	☐ Preliminary Site Assessment (Phase 2)	☐	Caltrans	☐	Approval
	☒ Discussion in ED Only	☐	Caltrans	☐	Approval
		☐	Cal EPA DTSC	☐	Review Database
		☒	Local Agency	☒	Review Database
☐	**Water Quality/Resources**				
	Check as applicable:				
	☐ Water Quality Assess. Report	☐	Caltrans	☐	Approval
	☐ Technical Memorandum	☐	Caltrans	☐	Approval
	☐ Discussion in ED Only	☐	Caltrans	☐	Approval
☐	**Sole-Source Aquifer (Districts 5, 6 and 11)**	☐	EPA (S.F. Regional Office)	☐	Approval of Analysis in ED
☐	**Coastal Zone**	☐	CCC	☐	Coastal Zone Consistency Determination

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Floodplain**		
Check as applicable:		
☐ Location Hydraulic Study	☐ Caltrans	☐ Approval
☐ Floodplain Evaluation Report	☐ Caltrans	☐ Approval
☐ Summary Floodplain Encroachment Report	☐ Caltrans	☐ Approval
	☐ Caltrans	☐ Only Practicable Alternative Finding
	☐ FHWA	☐ Approves significant encroachments and concurs in Only Practicable Alternative Findings
☐ **Wild and Scenic Rivers**	☐ River Managing Agency	☐ Wild and Scenic Rivers Determination
☒ **Biological Resources**		
Check as applicable:		
☐ NES, Minimal Impact	☐ Caltrans	☐ Approval
☐ NES		
☐ BA	☐ Caltrans	☐ Approves for Consultation
	☐ USFWS ☐ NOAA Fisheries	☐ Section 7 Informal/Formal Consultation
☐ EFH Evaluation	☐ NOAA Fisheries	☐ MSA Consultation
☐ Bio-Acoustic Evaluation	☐ NOAA Fisheries	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ **Wetlands**		
Check as applicable:		
☐ WD and Assessment	☐ Caltrans	☐ Approval
	☐ ACOE	☐ Wetland Verification
	☐ NRCS	☐ Agricultural Wetland Verification
	☐ Caltrans	☐ Wetlands Only Practicable Alternative Finding
☐ **Invasive Plants**		
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Section 4(f)**		
Check as applicable:		
	☐ Caltrans	☐ Determine Temporary Occupancy
☐ De minimis	☐ Caltrans	☐ De minimis finding
☐ Programmatic 4(f) Evaluation Type: _____	☐ Caltrans	☐ Approval
☐ Individual 4(f) Evaluation	☐ Caltrans	☐ Approval
	☐ Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Section 6(f)**	☐ Agency with Jurisdiction ☐ NPS	☐ Determines Consistency with Long-Term Management Plan
	☐ NPS	☐ Approves Conversion
☐ **Visual Resources** ***Check one:*** ☐ Visual Impact Assessment	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Relocation Impacts** ***Check one:*** ☐ Relocation Impact Memo	☐ Caltrans	☐ Approval
☐ Relocation Impact Study	☐ Caltrans	☐ Approval
☐ Relocation Impact Report	☐ Caltrans	☐ Approval
☒ **Land Use and Community Impacts** ***Check one:*** ☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☒ Discussion in ED Only	☒ Caltrans	☒ Approval
☐ **Construction/Encroachment on State Lands** ***Check as applicable:*** ☐ SLC Jurisdiction	☐ SLC	☐ SLC Lease
☐ Caltrans Jurisdiction	☐ Caltrans	☐ Encroachment Permit
☐ SP Jurisdiction	☐ SP	☐ Encroachment Permit
☐ **Construction/Encroachment on Federal Lands**	☐ Federal Agency with Jurisdiction	☐ Encroachment Permit
☐ **Construction/Encroachment On Indian Trust Lands**	☐ Bureau of Indian Affairs	☐ Right of Way Permit
☐ **Farmlands** ***Check one:*** ☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
Check as applicable: ☐ Form AD 1006	☐ NRCS	☐ Approves Conversion
	☐ CDOC	☐ Approves Conversion
☐ Conversion to Non-Agriculture Use	☐ ACOE	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
☒ **Cultural Resources** (PQS completes this section) ***Check as applicable:***	☐ Caltrans PQS	☐ Screened Undertaking
☒ APE Map	☒ Caltrans PQS and DLAE	☒ Approves APE Map
	☐ Local Preservation Groups and/or Native American Tribes	☐ Provides Comments Regarding Concerns with Project
☒ HPSR ☒ ASR ☐ HRER	☒ Caltrans	☒ Approves for Consultation
☐ Finding of Effect Report	☐ Caltrans	☐ Concurs on No Effect, No Adverse Effect with Standard Conditions
	☐ SHPO	☐ Letter of Concurrence on Eligibility, No Adverse Effect without Standard
☐ MOA	☐ Caltrans	☐ Approves MOA
	☐ SHPO	☐ Approves MOA
	☐ ACHP (if requested)	☐ Approves MOA
☐ **Permits** Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	☐ ACOE	☐ Section 404 Nationwide Permit
	☐ ACOE	☐ Section 404 Individual Permit
	☐ Caltrans/ACOE/EPA ☐ USFWS ☐ NOAA Fisheries	☐ NEPA/404 Integration MOU
	☐ ACOE	☐ Rivers and Harbors Act Section 10 Permit
	☐ USCG	☐ USCG Bridge Permit
	☐ RWQCB	☐ Section 401 Water Quality Certification
	☐ CDFG	☐ Section 1602 Streambed Alteration Agreement
	☐ RWQCB	☐ NPDES Permit
	☐ CCC ☐ Local Agency	☐ Coastal Zone Permit
	☐ BCDC	☐ BCDC Permit

Notes: Additional studies may be required for other federal agencies.

ACHP = Advisory Council on Historic Preservation
ACOE = U.S. Army Corps of Engineers
ADL = Aerially Deposited Lead
APE = Area of Potential Effect
APN = Assessor Parcel Number
ASR = Archaeological Survey Report
BA = Biological Assessment
BCDC = Bay Conservation and Development Commission
BE = Biological Evaluation
BO = Biological Opinion
Cal EPA = California Environmental Protection Agency
CCC = California Coastal Commissiona8ery
CDFG = California Department of Fish and Game
CDOC = California Department of Conservation
CE = Categorical Exclusion
CIA = Community Impact Assessment
CWA = Clean Water Act
DLAE = District Local Assistance Engineer
DOI = U.S. Department of Interior
DTSC = Department of Toxic Substances Control
EA = Environmental Assessment
ED = Environmental Document
EFH = Essential Fish Habitat
EIS = Environmental Impact Statement
EPA = U.S. Environmental Protection Agency
FEMA = Federal Emergency Management Agency
FHWA = Federal Highway Administration
FONSI = Finding of No Significant Impactedz9e8rh
FTIP = Federal Transportation Improvement Program
HPSR = Historic Property Survey Report
HRER = Historical Resources Evaluation Report
HUD = U.S. Housing and Urban Development
MOA = Memorandum of Agreement
MSA = Magnuson-Stevens Fishery Conservation and Management Act
NEPA = National Environmental Policy Act
NADR = Noise Abatement Decision Report
NES = Natural Environment Study
NHPA = National Historic Preservation Act
NOAA = National Oceanic and Atmospheric Administration
NMFS National Marine Fisheries Service
NPDES = National Pollutant Discharge Elimination System
NPS = National Park Service
NRCS = Natural Resources Conservation Service
PM10 = Particulate Matter 10 Microns in Diameter or Less
PM2.5 = Particulate Matter 2.5 Microns in Diameter or Less
PMP = Project Management Plan
PQS = Professionally Qualified Staff
ROD = Record of Decision
RTIP = Regional Transportation Improvement Program
RTP = Regional Transportation Plan
RWQCB = Regional Water Quality Control Board
SER = Standard Environmental Reference
SEP = Senior Environmental Planner
SHPO = State Historic Preservation Officer
SLC = State Lands Commission
SP = State Parks
TIP = Transportation Improvement Program
USCG = U.S. Coast Guard
USDA = U.S. Department of Agriculture
USFWS = U.S. Fish and Wildlife Service
WD = Wetland Delineation

E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- ☐ Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with SAFETEA-LU Section 6002 required)*
  - ☐ Compliance with SAFETEA-LU Section 6002 regarding Participating Agencies required
- ☐ Complex Environmental Assessment
- ☐ Routine Environmental Assessment
- ☐ Categorical Exclusion without required technical studies.
- ☒ Categorical Exclusion with required technical studies

  (If Categorical Exclusion is selected, check one of the following):
  - ☒ Section 6004
    - ☒ **23 CFR 771 activity (c) (3)** (Sidewalk/Bicycle Lanes/ pedestrian access)
    - ☐ 23 CFR 771 activity (d) ( )
    - ☐ Activity _____ listed in the Section 6004 MOU
  - ☐ Section 6005

F. Public Availability and Public Hearing

Check as applicable:

- ☐ Not Required
- ☐ Notice of Availability of Environmental Document
- ☐ Public Meeting
- ☐ Notice of Opportunity for a Public Hearing
- ☐ Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature

(Signature of Preparer)	October 15, 2014 (Date)	(530) 385-1462 x.3009 (Telephone No.)

Kevin Maple, PE – Civil Engineer
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, in accordance with the *Local Assistance Procedures Manual,* Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

(Signature of Local Agency)	October 15, 2014 (Date)	(530) 385-1462 (Telephone No.)

Gary Antone, PE, PLS - Public Works Director, Tehama County
(Name)

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Caltrans District Professionally Qualified Staff (PQS) Signature

☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
☐ Records Search ☐ _____ ☐ _____ ☐ _____

☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).

☒ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

Beth Bennett	10/21/14	225-3012
(Signature of Professionally Qualified Staff)	*(Date)*	*(Telephone No.)*

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

	10·21·14	530 225.3074
(Signature of Senior Environmental Planner or Designee)	*(Date)*	*(Telephone No.)*
(Name)		
	10·27·2014	530.225.3484
(Signature of District Local Assistance Engineer or Designee)	*(Date)*	*(Telephone No.)*
IAN W. HOWAS		
(Name)		

☐ HQ DEA Environmental Coordinator concurrence _____. E-mail concurrence attached.
(Date)

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Preliminary Environmental Investigation
Notes to Support the Conclusions of the PES Form
(May Also Include Continuation of Detailed Project Description)
Preliminary Environmental Investigation
Notes to Support the Conclusions of the PES Form
(May Also Include Continuation of Detailed Project Description)

Brief Explanation of How Project Complies, or Will Comply with Applicable Federal Mandate (Part A):

1. The pedestrian facilities construction takes place within the existing, previously constructed right-of-way. A Community Block Development Grant has been applied for to construct stormwater facilities flowing westward down Grant Street. If constructed, the SRTS project would tie its drainage infrastructure into the CDBG stormwater project. This would direct much of the sheet flow away from Stanford Avenue. As such, it is possible that this would utilize future construction to fully realize the stormwater component of the SRTS project.

   Los Molinos Storm Drain Master Plan (CBDG Grant# 09-PTAG-6507); Northstar Engineering; 01-30-2013

2. The proposed safety improvement improves an existing roadway section; as such public controversy is not anticipated.

3. This project does not increase capacity. There is no lane reduction associated with this project. The project proposes to add a pedestrian lane (Class I) within the existing right-of-way on the east side of Stanford Avenue between Grant Street and Palm Street.

4. The project will result in modest increases to car, truck, and equipment traffic in the project area during the construction phase. Pursuant to the Tehama County General Plan, acceptable traffic-related noise levels range from 60 to 70 dB (Ldn), depending on the land use. Acceptable non-transportation noise levels range from 50 to 65 dB (Leq) during the day. Typical construction related noise levels range from 76 dB to 101 dB when located 50 feet from the source. The noise associated with this type of activity will likewise be modest and range between 70 dB and 85 dB, consistent with the ordinary operations of a project of this type. Construction activities will be limited to the hours of 7AM - 7PM when activities occur within 50 feet of a residential or other noise-sensitive land use. All construction equipment shall be properly maintained and equipped with noise control, such as mufflers, in accordance with manufacturers' specifications. Any increased noise will not cause significant disturbance to residents in the area.

   Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances, NTID 300-1. United States Environmental Protection Agency, 1971

5. Based on air quality data from 2006-2008, the United States Environmental Protection Agency finalized a new partial-county area designated as "nonattainment" under the 2008 Ozone National Ambient Air Quality Standards. However, this pertains only to the Tuscan Buttes area of Tehama County, located approximately 30 miles away from the project site. The project area within Tehama County is in attainment.

   Nonattainment Status for Each County by Year for California Including Previous 1-Hour Ozone Counties; "The Green Book Nonattainment Areas for Criteria Pollutants", U.S. Environmental Protection Agency; December, 2012

   Vehicle and equipment exhaust emissions, and fugitive dust emissions generated during the construction process will not constitute or contain substantial pollutant concentrations, and would be controlled through various state and local air quality regulations including regulations for stationary and mobile diesel equipment, and fugitive dust.

6. N/A

7. N/A

8. N/A

9. The project does not disturb land outside the existing right-of-way. The historic and current land use has been residential, and as such is less prone to industrial type hazardous materials and wastes. A search of the Tehama County Environmental Health records indicates that there are no known hazardous waste sites in the APE.

10. This project will not result in on-site or off-site flooding. This project will not result in a negative change to the overall existing stormwater drainage system nor provide substantial sources of polluted runoff. There are no Traditional Navigable Waterways, drainages that serve as tributaries to any TNWs that would be deemed jurisdictional under the CWA. There are no other waterways in the area adjacent to the project that would be impacted by construction activities.

    U.S. Army Corps of Engineers Jurisdictional Determination Form Instruction Handbook; 2007

11. Tehama County does not contain a sole-source aquifer.

    United States Environmental Protection Agency's Sole Source Aquifer (SSA) Program, Region 9 Map (http://www.epa.gov/region9/water/groundwater/ssa.html)

12. Tehama County does not have a coastal zone.

13. The project falls outside of any 100-Year Flood Zone (A or AE) or floodways mapped by FEMA. (see FIRM sheet) Los Molinos is surrounded by adjacent areas in the 100 Year Floodplain (Zone 'A'). However, none of these are within the project's disturbed area or within the project boundaries.

    DFIRM Map Panel 1165H, Map Number 06103C1165H, FEMA Map Service Center, Federal Emergency Management Agency; September, 2011

14. The project is not within or immediately adjacent to a Wild and Scenic River System.

15. The project area will be reviewed for potential federally listed threatened or endangered species.

16. Disturbances impacting birds or their habitat within the project area are not anticipated. However, allowing for potential design considerations, there may be some tree removal. If necessary, any tree removal will be done between September and March to avoid nesting season or inspected prior to removal by a qualified biologist.

17. The National Wetland Inventory does not show this area of Tehama County having wetland features. The project is outside of the area designated by USFWS as Vernal Pool Habitat. It is also outside the area mapped by the California Department of Fish & Game for Vernal Pools.

    - *U.S. Fish and Wildlife Service, National Spatial Data Infrastructure (NSDI), National Wetlands Inventory; September 2012*
    - *Wetlands Mapper: http://www.fws.gov/wetlands/Wetlands-Mapper.html*
    - *C.S.U. Chico Geographic Information Center/California Department of Fish & Game Tehama County Vernal Pools Inventory Dataset; August 2003*

18. The project lies entirely within a suburban residential area. As there is no farmland within or adjacent to the project area, there is no potential occurrence of agricultural wetlands.

    U.S. Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) Farmland Mapping and Monitoring Program; April 2009

19. The project is within a suburban residential area. It is a pedestrian facilities project designed to get students safely to and from school. There is no potential for the introduction or spread of invasive species from this project.

20. No historical sites, recreational sites, or publicly owned public parks are within the project area.

    National Register Criteria for Evaluation; U.S. Department of the Interior, National Park Service; 2013
    http://www.nps.gov/nr/publications/bulletins/nrb15/nrb15_2.htm

21. There are no publicly owned parks in the area that have Section 6(f) funding.

22. The project area contains no natural features or viewscapes. Los Molinos on the east side of State Route 99E has been a suburban setting for decades, and the General Plan reflects this. The project consists of a constructing a pedestrian path and curb, the installation of crosswalks, signs and striping. As such, the project improves not only safety, but the visual character of the project area.

23. This project will not require the relocation of residential or business properties.

24. No; the project takes place within the existing right-of-way.

25. The project is consistent with the Tehama County General Plan. There are no other adopted community plans for the project site.
    - General Plan: UR; Urban
    - Zoning: R1-MH; One-family Residence District - Special Mobilehome Combining District

26. The project takes place in a small city suburban setting. Adjacent neighborhoods are of a rural residential nature. All construction activities take place within the existing right-of-way and will not impact surrounding neighborhoods.

27. According to 2010 U.S. Census Bureau statistics (2007-2011 American Community Survey 5-Year Estimates), there is a significant level of poverty for the Los Molinos CDP. This project will serve to improve mobility for low income families who cannot afford to drive or do not own cars.

    For all families in Los Molinos, 18.3% live below the poverty level. Those families with related children under 18 years of age have 26.4% living below the poverty level.

    For all people living in Los Molinos, 24.6% are below the poverty level. For people under the age of 18 years, that number jumps to 33.8%.

    2007-2011 American Community Survey 5-Year Estimates:
    http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_11_5YR_DP03

28. The project could potentially result in the relocation of some joint or shared utility poles near the proposed sidewalk and may require relocation of adjacent poles to adequately relocate these aerial lines. In addition to the pole relocations, it is anticipated that water valve covers, water meters, and other surface and sub-surface utilities may need to be relocated.

29. There will be impacts to driveways along the east side of Stanford Avenue where the pedestrian sidewalk facilities are proposed. Design of the facilities will accommodates access to driveways in the disturbed area of the project. Reasonable access will be allowed during construction with minimal disturbance.

30. The project area does not access the State Highway System.

31. The project can be constructed without the need to build a detour.

32. The project does not reduce available parking on the section of the roadway in the project area.

33. The project does not encroach upon federal or state lands in the area of the project.

34. The project lies entirely within an urbanized area. No farmland is affected by this project.

    U.S. Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS) Farmland Mapping and Monitoring Program; April 2009

35. Caltrans PQS answers question #35.

    * Project review received from the Northeast Information Center; 06-21-2013

36. The project is neither adjacent to, nor encroaches upon, Tribal land.

Detailed Project Description (continued):

The project is located in a sub-urban residential area. The project involves constructing a 5 foot wide concrete ADA (Americans with Disabilities Act) compliant pedestrian detached/attached sidewalk from Los Molinos High School (entrance at Grant Street and Stanford Avenue) to Los Molinos Elementary School (entrance at Rose Street and Stanford Avenue), covering a strait horizontal distance of 7 blocks. Depending on design and funding limitation and/or opportunities, the project is expected to also include construction of storm sewer improvements (inlets, lateral lines, manhole and mainline pipe) in the northern two blocks of the project that will tie into another proposed project. The project is expected to also construct intersection improvements that involve reconstruction of the existing roadway, installation of drainage gutters, and possibly cement walkways.

There are a few mature trees that appear to be in conflict with the proposed sidewalk, and there is a high probability that the design will not be able to avoid these trees and as such they may need to be removed.

Improvements will occur on school property to adequately connect the existing walkways to the proposed connecting walkway. In addition the project footprint boundary (APE) was also extended to cover probable relocation of utility poles that will be affected by the relocation of poles within the primary corridor. Utility relocation of other water and sub-surface utilities are probable with the construction of a storm sewer.

Stormwater facilities may necessitate localized excavation up to 60" in depth to install within roadway corridor.
There will be no permanent right-of-way acquisitions necessary for this project. The study area (APE) was expanded to include lateral streets a block either side of Stanford Avenue to accommodate the probable relocation of utility poles, water valve covers, water meters, and possible road-side swale grading activities.

Project measurements:

Disturbed area:	≈ 3 acres
Project length:	≈ 2,100 ft. (Grant Street to Palm Street)
Project Width:	≈ 50 ft. (Stanford Avenue ROW Width)
Project area:	≈ 3 acres
Project length - slope:	≈ 0.5% north to south slope (elevation at Grant Street: ≈ 230 ft., elevation at Grant Street: ≈ 218 ft.)

PART OF A LARGER ADJACENT PROJECT
This project complements future planned projects in this part of Los Molinos. Two subsequent projects extend facilities such as bike lanes, sidewalk and lighting from SR 99 along Grant Street to Los Molinos High School. Another project between SR 99 and Grant Street focuses on drainage. The proposed drainage project is consistent with overall drainage plans laid out in the January 2013 Los Molinos Storm Drain Master Plan. These projects are funded by CMAQ (bicycle/pedestrian facilities) and CDBG (drainage). This project will also complement Phase I and II of the SR 99 Bond project. The projects will leverage improvements made by the Safe Routes to Schools project.

IT HAS BEEN DETERMINED THAT THIS PROJECT HAS INDEPENDENT UTILITY PROVIDED THE CITY HAS ALREADY CONSTRUCTED THE INFRASTRUCTURE DEVELOPMENT PROJECTS THAT HAVE BEEN IDENTIFIED. THE NECESSARY STORM DRAINAGE IMPROVEMENTS ON GRANT ST. WILL BE CONSTRUCTED PRIOR TO AND SUPPORTING THE DRAINAGE NEEDS OF THIS PROJECT.

Distribution 1) Original - DLAE, 2) Local Agency Project Manager, 3) DLA Environmental Coordinator
4) Senior Environmental Planner (or designee), 5) District PQS

Updated: 05/15/08

5908(092)

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS
9380 San Benito Avenue
Gerber, CA 96035
Bus: (530) 385-1462
Fax: (530) 385-1189

Road Commissioner
Surveyor
Engineer
Public Transit
Flood Control and
Water Conservation District
Sanitation District No. 1

September 8, 2014 E-14-101

Sent via: Email

Caltrans, Office of Local Assistance
1657 Riverside Drive
Redding, CA, 96001

Attn: Kurt Lervold

INCLUDE WITH PES

Subject: Los Molinos, Stanford Avenue Safe Routes to School Project

Mr. Lervold,

Currently the County of Tehama is in the process of developing three interdependent improvement projects in the unincorporated town of Los Molinos. These projects include; storm drainage improvements on Grant Street, funded through a Community Development Block Grant (CDBG); street surface improvements on Grant Street, funded by the State Transportation Improvement Program (STIP); and a Safe Routes to School project on Stanford Avenue. These three projects have dependences and infrastructure requirements that require a logical sequence to their development.

This letter will establish that it is the County's intent to sequence and schedule these projects so that each project will provide needed improvements to support the development of the other. More specifically, that necessary storm drainage improvements on Grant Street will be constructed prior to and supporting the drainage needs of the Stanford Avenue Safe Routes to School project. It is also the County's intent that any final surface improvements will only be constructed after underground storm drainage improvements are inspected and complete.

Sincerely,

Gary Antone, P.E., P.L.S.
Director of Public Works

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LOCAL ASSISTANCE

Northeast Center of the
California Historical Resources
Information System

BUTTE
GLENN
LASSEN
MODOC
PLUMAS
SHASTA

SIERRA
SISKIYOU
SUTTER
TEHAMA
TRINITY

123 West 6th Street, Suite 100
Chico CA 95928
Phone (530) 898-6256
neinfocntr@csuchico.edu

June 18, 2013

Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035
ATTN: Mr. Sean Harrasser

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JUN 21 2013
TEHAMA COUNTY
PUBLIC WORKS

I.C. File # X13-5
Project Review

RE: SRTSL-5908(092)/Los Molinos Safe Routes To School – Tehama County
T25N, R2W, Section 16
USGS Los Molinos7.5' and Red Bluff 15' quads
Approximately 3 acres (Tehama County)

Dear Mr. Harrasser,

In response to your request, a project review for the project cited above was conducted by examining the official maps and records for archaeological sites and surveys in Tehama County.

RESULTS:

Prehistoric Resources: According to our records, no prehistoric sites have been recorded in the project area. However, 11 sites of this type have been recorded within a mile of the proposed project consisting of village sites with features including midden, burials, and flaked and ground stone scatters. The project area is located in a boundary region utilized by River Nomlaki populations. Unrecorded prehistoric cultural resources may be located in the project area.

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The USGS Los Molinos 7.5' and Red Bluff 15' (1951) quad maps indicate structures, roads, the town of Los Molinos, and the Rio De Los Molinos Land Grant are located in the project area while the Sacramento River, Mill Creek, Highway 99, Southern Pacific Railroad, orchards, the town of Tehama, Champlin Creek, Los Molinos High School, roads, and structures are located in the project vicinity. Additionally the Red Bluff 1/250,000 (1894 [1905]) indicates the Oregon Division Central Pacific Railroad, Sacramento River, Mill Creek, Lassen Trail and the Cities of Tehama and Sesma in the project vicinity. Albert Toomes received the Los Molinos Land Grant in 1844 and in 1835, he built an adobe near present-day Los Molinos. A copy of the State Historic Property Directory for Los Molinos is enclosed.

Previous Archaeological Investigations: According to our records, a portion of the project area has been previously investigated by a professional archaeologist. The report is listed below.

Meyer, Jack (Far Western Anthropological Research Group, Inc.)
2008 *The Potential for Buried Archaeological Resources along Part of State Route 99, Tehama County, California.*
IC Report 9866
Resources:
P-52-002314
P-52-002315

Literature Search: The official records and maps for archaeological sites and surveys in Tehama County were reviewed. Also reviewed: **National Register of Historic Places - Listed properties and Determined Eligible Properties** (2012), **California Register of Historical Resources** (2012), **California Points of Historical Interest** (2012), **California Inventory of Historic Resources** (1976), **California Historical Landmarks** (1996), **Handbook of North American Indians, Vol. 8, California** (1978), and **Directory of Properties in the Historic Property Data File for Tehama County** (2012).

RECOMMENDATIONS:

Based upon the above information, regional history, and local topography, the project appears to be located in an area considered to be sensitive for prehistoric and historic resources. The project area is located in a region utilized by prehistoric and historic populations. Native American populations used the local region for seasonal and permanent settlement, as well as for the gathering of plants, acorns, buckeye, wild rye, fishing for salmon, and also hunting deer, seasonal waterfowl and other available game. Historically, the region was utilized for farming and cattle ranching, transportation, and water diversion operations.

Therefore, due to the lack of survey in the project area, we recommend that a professional archaeologist be contacted to conduct a cultural resources survey of the project area. The project archaeologist will be able to offer recommendations for protection or mitigation for any new cultural resources that may be encountered as a result of the cultural resource survey. The project archaeologist should also contact the appropriate local Native American representatives for

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information regarding traditional cultural properties that may be located within project boundaries for which we have no records. This person may also want to consult historic General Land Office (GLO) plat maps in order to aid in the identification of unrecorded historic sites, which may be located within project boundaries. For information regarding qualified archaeological professionals, please visit the CHRIS consultant list at http://www.chrisinfo.org/ for more information.

During any phase of parcel development, if any potential prehistoric, protohistoric, and/or historic cultural resources are encountered, all work should cease in the area of the find pending an examination of the site and materials by the project archaeologist. This request to cease work in the area of a potential cultural resource find should be made a condition of project approval. This condition is intended for accidental discoveries made during construction activities, and does not replace the need for a Phase I investigation that assists planners and developers in meeting California Environmental Quality Act (CEQA) obligations during the Initial Study planning phase. The recommendation for a Phase I Cultural Resource Evaluation enables the lead agency to fulfill their obligations under CEQA to identify potentially significant historical resources. A Phase I investigation includes background research (record search), a field inspection, and report documenting the presence or absence of prehistoric or historic features, buildings, or archaeological sites. If potentially significant sites are identified during the Phase I investigation, further work may be necessary to determine site significance as well as appropriate protection or mitigation measures.

The fee for this project review is $150.00 (1 hour Information Center time @ $150.00 per hour). An invoice will follow from the Research Foundation. Thank you for your dedication preserving Tehama County's and California's irreplaceable cultural heritages, and please feel free to contact us if you have any questions or need any further information or assistance.

Sincerely,

Amy Huberland

Amy Huberland, M.A.
Assistant Coordinator

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PROPERTY-NUMBER	PRIMARY-#	STREET.ADDRESS.....	NAMES.....	CITY.NAME.....	OWN	YR-C	OHP-PROG..	PRG-REFERENCE-NUMBER	STAT-DAT	NRS	CRIT
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126339				LOS MOLINOS	U	1908	HIST.RES.	DOE-52-00-0002-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126345			FISH HATCHERY DITCH	LOS MOLINOS	C	1900	HIST.RES.	DOE-52-00-0008-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
183503			BUENA VISTA CANAL SEGMENT	LOS MOLINOS	P	1905	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
183499			HILINE CANAL SEGMENT	LOS MOLINOS	P	1912	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
183500			MAIN CANAL SEGMENT FORMERLY CONE C	LOS MOLINOS	P	1800	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
183501			RUNYON CANAL SEGMENT	LOS MOLINOS	P	1884	PROJ.REVW.	BUR110225A	03/03/11	2S2	A
187205		25197 S CENTER ST		LOS MOLINOS	P	1923	PROJ.REVW.	HUD111025G		6Y	
161913		6128 SR 99 E		LOS MOLINOS	P	1920	PROJ.REVW.	FHWA010423E	12/05/01	6Y	
126341		8535 SR 99 E	IDYLWILD DANCE HALL	LOS MOLINOS	P	1922	HIST.RES.	DOE-52-00-0004-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126340		8590 SR 99 E		LOS MOLINOS	P	1950	HIST.RES.	DOE-52-00-0003-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126342		8605 SR 99 E		LOS MOLINOS	P	1945	HIST.RES.	DOE-52-00-0005-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126343		8645 SR 99 E		LOS MOLINOS	P	1950	HIST.RES.	DOE-52-00-0006-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
126344		8665 SR 99 E		LOS MOLINOS	P	1930	HIST.RES.	DOE-52-00-0007-0000	07/10/00	6Y	
							PROJ.REVW.	FHWA000616K	07/10/00	6Y	
115689		11499 SR 99 E		LOS MOLINOS	P	1943	HIST.RES.	DOE-52-98-0012-0000	05/13/98	6Y	
							PROJ.REVW.	FHWA980406B	05/13/98	6Y	
132735			CLOUGH BROTHERS DAM	(VIC) LOS MOLINOS	P	1912	HIST.RES.	DOE-52-02-0001-0000	05/07/02	6Y	
							PROJ.REVW.	BUR020503A	05/07/02	6Y	
050421		SR 99	BRIDGE #8-9	(VIC) LOS MOLINOS	S	1921	HIST.SURV.	6055-0005-0000		7R	
050417		SR 99	BRIDGE #8-5	(VIC) LOS MOLINOS	S	1917	HIST.SURV.	6055-0001-0000		7R	
050422		SR 99	BRIDGE #8-78	(VIC) LOS MOLINOS	S	1925	HIST.SURV.	6055-0006-0000		7R	
050423		SR 99	BRIDGE #8-10	(VIC) LOS MOLINOS	S	1920	HIST.SURV.	6055-0007-0000		7R	
050418		SR 99	BRIDGE #8-6	(VIC) LOS MOLINOS	S	1918	HIST.SURV.	6055-0002-0000		7R	
050419		SR 99	BRIDGE #8-7	(VIC) LOS MOLINOS	S	1920	HIST.SURV.	6055-0003-0000		3S	
050420		SR 99	BRIDGE #8-08	(VIC) LOS MOLINOS	S	1921	HIST.SURV.	6055-0004-0000		7R	
091547		SR 99 E	SESMA	(VIC) LOS MOLINOS	U		HIST.RES.	SPHI-TEH-001	10/01/75	7L	
175621			EAGLE CANYON TRAIL AND SPRING COLL	MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	6Y	
105439		PONDEROSA WY	MANTON FOREST FIRE STATION COMBINA	MANTON	S	1949	ST.AG.5024	ST.AG.-3540-0123	11/20/96	4CM	AD
175620			INSKIP CANAL SPILL	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	2S2	AB
162111	52-001935		INSKIP DIVERSION DAM/CANAL/PENSTOC	(VIC) MANTON	P	1910	PROJ.REVW.	BUR001121A	12/20/00	2S2	A
162104			EAGLE CANYON DIVERSION DAM/EAGLE C	(VIC) MANTON	P	1910	PROJ.REVW.	BUR061027A	11/06/06	6Y	
							PROJ.REVW.	BUR001121A	04/04/01	2S2	B
							PROJ.REVW.	BUR001121A	12/20/00	2S2	A
162105	52-001937		COLEMAN DIVERSION DAM/COLEMAN CANA	(VIC) MANTON	P	1912	PROJ.REVW.	BUR001121A	04/04/01	2S2	B
							PROJ.REVW.	BUR001121A	12/20/00	2S2	A
162106			LOWER RIPLEY DIVERSION DAM/PIPELIN	(VIC) MANTON	P	1918	PROJ.REVW.	BUR001121A	12/20/00	6Y	
162109	52-001933		SOAP CREEK FEEDER DAM	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	12/20/00	6Y	
162110			SOUTH DIVERSION DAM/CANAL/PENSTOCK	(VIC) MANTON	P	1910	PROJ.REVW.	BUR001121A	12/20/00	6Y	
175619	52-001935		INSKIP CANAL	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	2S2	AB
175622			WILDCAT PIPELINE AND CANAL	(VIC) MANTON	P		PROJ.REVW.	BUR001121A	02/03/09	6Y	
088595			20'X40' BARRACKS AND KITCHEN	MEN NF	U		HIST.RES.	DOE-52-94-0001-0000	03/25/94	6Y	
							PROJ.REVW.	USFS940114A	03/25/94	6Y	
088598			CONCRETE BLOCK GAS AND OIL STORAGE	MEN NF	U		HIST.RES.	DOE-52-94-0004-0000	03/25/94	6Y	
							PROJ.REVW.	USFS940114A	03/25/94	6Y	
088599			3-BAY WAREHOUSE (PASKENTA WORK CEN	MEN NF	U		HIST.RES.	DOE-52-94-0005-0000	03/25/94	6Y	

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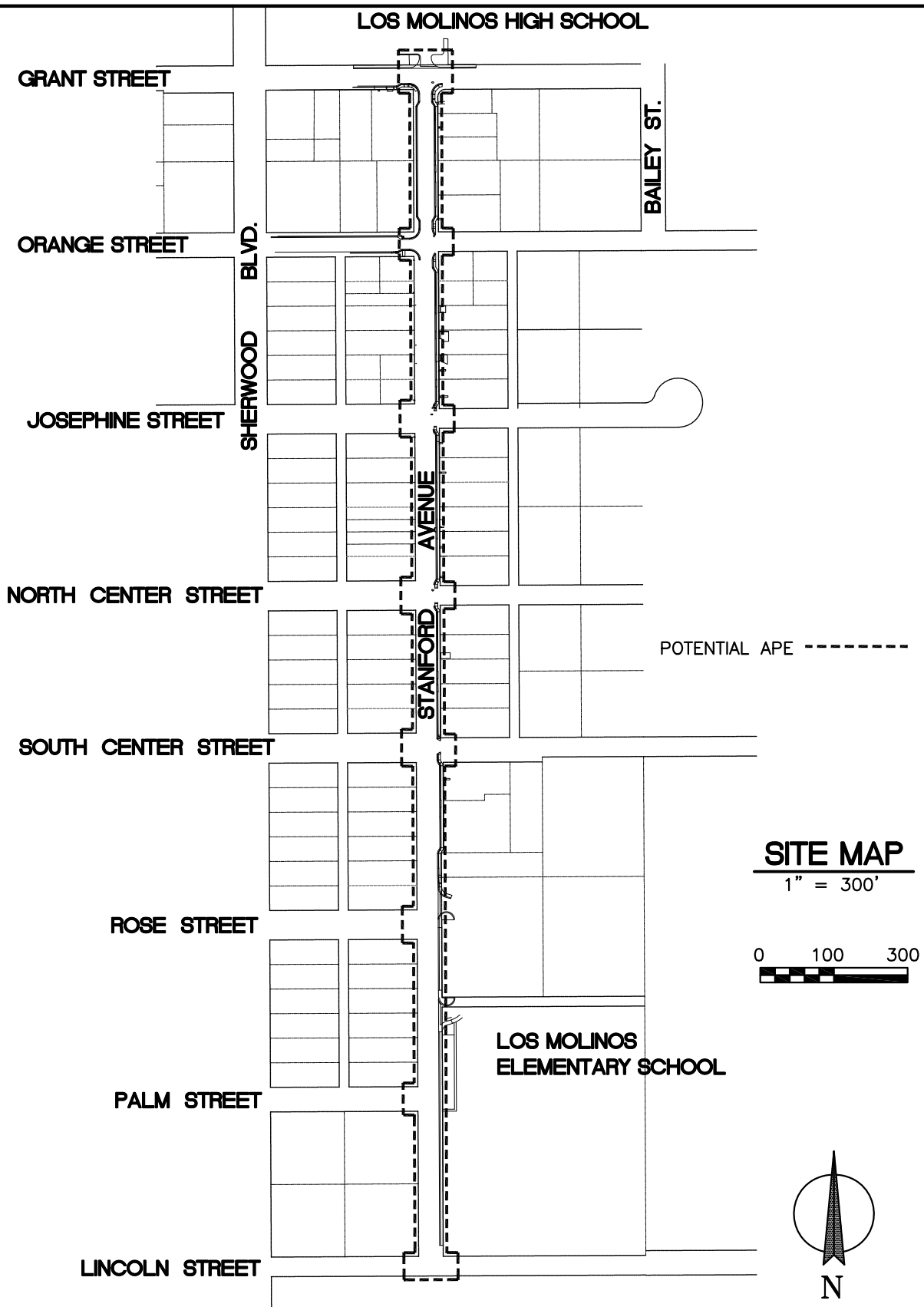

TEHAMA COUNTY
PUBLIC WORKS
9380 San Benito Ave.
Gerber, CA 96035

STANFORD AVENUE SR2S
SITE MAP
TEHAMA COUNTY, CALIFORNIA

3/21/2017

LAPM EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant _____ Contract No. _____ Date _____

Fringe Benefit % (= 0% if Included in OH) + Overhead % (= 0% if Included in OH) + General Administration % = Combined Indirect Cost Rate (ICR) %

FEE % = _____

BILLING INFORMATION / CALCULATION INFORMATION

Name/Job Title/Classification[1]	Hourly Billing Rates[2] Straight	OT(1.5x)	OT(2x)	Effective date of hourly rate From	To	Actual **or** Avg. hourly rate[3]	% or $ increase	Hourly range - for classifications only
John Doe – Project Manager	$0.00	$0.00	$0.00	01/01/2000	12/31/2000	$0.00		Not Applicable
Civil Engineer II	$0.00	$0.00	$0.00	01/01/2001	12/31/2001	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2002	12/31/2002	$0.00	0.0%	
Sue Jones – Construction	$0.00	$0.00	$0.00	01/01/2000	12/31/2000	$0.00		Not Applicable
Engineer/Inspector	$0.00	$0.00	$0.00	01/01/2001	12/31/2001	$0.00	0.0%	
Engineer I	$0.00	$0.00	$0.00	01/01/2002	12/31/2002	$0.00	0.0%	
Buddy Black – Claims Engineer	$0.00	$0.00	$0.00	01/01/2000	12/31/2000	$0.00		Not Applicable
Engineer III	$0.00	$0.00	$0.00	01/01/2001	12/31/2001	$0.00	0.0%	
	$0.00	$0.00	$0.00	01/01/2002	12/31/2002	$0.00	0.0%	
Land Surveyor *	$0.00	$0.00	$0.00	01/01/2000	12/31/2000	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2001	12/31/2001	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2002	12/31/2002	$0.00	0.0%	$00 - $00
Technician	$0.00	$0.00	$0.00	01/01/2000	12/31/2000	$0.00		$00 - $00
	$0.00	$0.00	$0.00	01/01/2001	12/31/2001	$0.00	0.0%	$00 - $00
	$0.00	$0.00	$0.00	01/01/2002	12/31/2002	$0.00	0.0%	$00 - $00

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Example Download Excel or Word form from Caltrans

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Example
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EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.

1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
2. Click on Search for a DBE Firm link;
3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Tehama County Public Works 2. Contract DBE Goal: 0%

3. Project Description: Stanford Avenue SRTS NEPA Services

4. Project Location: Los Molinos

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____

8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

This form is filled out during the agreement process

Local Agency to Complete this Section

20. Local Agency Contract Number: _____

21. Federal-Aid Project Number: SRTSL 5908(092)

22. Contract Execution Date: _____

14. TOTAL CLAIMED DBE PARTICIPATION	**$**
	%

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

23. Local Agency Representative's Signature _____ 24. Date _____

Kevin Rosser, PE
25. Local Agency Representative's Name

(530) 385-1462 x 3051
26. Phone

Senior Civil Engineer
27. Local Agency Representative's Title

15. Preparer's Signature _____ 16. Date _____

17. Preparer's Name _____ 18. Phone _____

19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

This form is filled out during the agreement process

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify_____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____

Print Name: _____

Title: _____

Telephone No.: _____ Date:_____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all boxes that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

16. Check whether or not a continuation sheet(s) is attached.

17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSULTANT

FOR NEPA SERVICES ON STANFORD AVENUE SAFE ROUTES TO SCHOOL

FEDERAL AID PROJECT NUMBER SRTSL-5908(092)

COUNTY PROJECT NUMBER 245231

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSULTANT

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AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSULTANT

ARTICLE I **INTRODUCTION**

This agreement is entered into between the County of Tehama, through its Department of Public Works, ("County") and Consultant ("Consultant") for the purpose of providing National Environmental Policy Act (NEPA) services on County's Public Works Project Stanford Avenue Safe Routes To School.

The Project Manager for the "CONSULTANT" will be Consultant Contact.

The Contract Administrator for County will be Kevin Rosser.

A. RESPONSIBILITIES OF CONSULTANT

The work to be performed under this contract is described in Article II entitled "NEPA services for Stanford Avenue Safe Routes To School Project" and the approved CONSULTANT's Rate Schedule dated 2017. The approved CONSULTANT's Rate Schedule is attached hereto (Exhibit "A") and incorporated by reference. If there is any conflict between the approved Rate Schedule and this contract, this contract shall take precedence.

B. RESPONSIBILITIES OF COUNTY

Responsible In-Charge: County will supply a responsible in charge. County will review all reports and changes for approval.

C. INDEMNIFICATION Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

D. EMPLOYEE STATUS

Consultant shall, during the entire term of this agreement, be construed to be an independent Consultant and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Consultant, if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Consultant be eligible for any other County benefit.

E. NONASSIGNMENT OF AGREEMENT

Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

F. ENTIRE AGREEMENT; MODIFICATION

No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. COMPENSATION

Consultant shall be paid in accordance with the rates set forth in the Rate Schedule, attached hereto as Exhibit "A" after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $XX,XXX. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Consultant shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Consultant shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Consultant agrees that County has no obligation, whatsoever, to compensate or reimburse Consultant for any expenses, direct or indirect costs, expenditures, or charges of any nature by Consultant that exceed the Maximum Compensation amount set forth above. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

H. STANDARDS OF THE PROFESSION

Consultant agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Consultant has been properly licensed to practice.

I. LICENSING OR ACCREDITATION

Where applicable the Consultant shall maintain the appropriate license or accreditation through the life of this contract.

J. MISCELLANEOUS PROVISIONS

The Consultant is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

ARTICLE II **STATEMENT OF WORK**

A. Consultant Services

The scope of services includes Preliminary Engineering (PE)). but is not limited to:

- Preparing the Area of Potential Effects (APE) map
- Preparing an Archeological Survey Report (ASR) and Historical Property Survey Report (HPSR)
- Addressing noise, air quality, hazardous waste, biological resources, land use and community impacts within an environmental document

The CONSULTANT must demonstrate they meet the educational and experience requirements of a qualified archaeologists as defined by the standards of the Secretary of the Interior and the National Park Service (36 CFR Part 61), and who will be subject to approval by the COUNTY.

B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

C. Documentation and Schedules

CONSULTANT must document the results of the work to the satisfaction of COUNTY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

ARTICLE III **CONSULTANT'S REPORTS OR MEETINGS**

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV **PERFORMANCE PERIOD**

A. This contract shall go into effect on date of signing by the COUNTY and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on ONE YEAR AFTER COUNTY SIGNATURE unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V **ALLOWABLE COSTS AND PAYMENTS**

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by COUNTY and notification to proceed has been issued by COUNTY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar

days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Tehama County Public Works
Kevin Rosser, PE
Senior Civil Engineer
9380 San Benito Avenue
Gerber, CA 96035

ARTICLE VI **TERMINATION** COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII **COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

ARTICLE VIII **RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE IX **AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE X **SUBCONTRACTING**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

D. Any subcontract in excess of $25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI **EQUIPMENT PURCHASE**

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY

in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

D. All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE XII **STATE PREVAILING WAGE RATES**

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

D. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

E. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

F. Contractor acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5".

ARTICLE XIII **CONFLICT OF INTEREST**

A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV **REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV **PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI **STATEMENT OF COMPLIANCE**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the

nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII **DEBARMENT AND SUSPENSION CERTIFICATION**

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII **FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX **CHANGE IN TERMS**

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by COUNTY's Contract Administrator.

ARTICLE XX **DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. **The goal for DBE participation for this contract is 0%.** Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In

determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within 30 days.

ARTICLE XXI **CONTINGENT FEE**

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII **DISPUTES**

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII **INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV **SAFETY**

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XXV **INSURANCE**

Consultant shall procure and maintain insurance pursuant to Exhibit B, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

ARTICLE XXVI **OWNERSHIP OF DATA**

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII **CLAIMS FILED BY COUNTY's CONSTRUCTION CONTRACTOR**

A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for

consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII **CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX **EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI **RETENTION OF FUNDS**

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. The Agency shall hold 5% retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work

satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

ARTICLE XXXII **NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Consultant Name
Address
Phone Number

COUNTY:

Tehama County Public Works
Kevin Rosser, PE
Senior Civil Engineer
9380 San Benito Avenue
Gerber, CA 96035

ARTICLE XXXIII **CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV **SIGNATURES**

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

_____ Date: _____
Gary Antone, PLS, PE
Director of Public Works

_____ Date: _____
Julie Sisneros,
Purchasing Agent

CONSULTANT

_____ Date: _____
Consultant's name
Title

Exhibit A CONSULTANT RATE SCHEDULE

Exhibit B INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Consultant, his/her agents, representatives, employees or subconsultants. At a minimum, Consultant shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)
$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability
Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation
If Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Consultant and Consultant's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Consultant/Professional services standard agreement only)
If Consultant is a state-licensed architect, engineer, Consultant, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Consultant shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Consultant maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Consultant.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds
The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Consultant's liability to County and will be the sole responsibility of Consultant.

Primary Insurance Coverage
For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

Coverage Cancellation
Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers
Consultant's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Consultant shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subconsultants
Consultant shall require and verify that all subconsultants maintain insurance that meets all the requirements stated herein.

Material Breach
If for any reason, Consultant fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Consultant resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

Policy Obligations
Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage
Consultant shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.