



**INYO COUNTY  
DEPARTMENT OF PUBLIC WORKS**

Request for Proposals for Environmental and Engineering  
Consultant Services

In support of

State Transportation Improvement Program (STIP)  
Lone Pine Town Streets Project

State Funded Project RPL-5948(101)  
County Project ZP-21-010

Release: September 1, 2021

Due Date: October 14, 2021

Inyo County Department of Public Works  
168 N. Edwards Street / PO Drawer Q  
Independence, CA 93526

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## INTRODUCTION

The Inyo County Department of Public Works (County) is requesting proposals for Environmental and Engineering Consultant services.

The Lone Pine Town Streets Project (Project) is funded through the State Transportation Improvement Program. A project study report was prepared in order to obtain programming in the STIP and will provide the basis for the environmental and design needs. The Consultant is expected to thoroughly understand and will be required to follow all pertinent local, State, and Federal laws and regulations.

Total amount payable to the Consultant shall not exceed available authorized funding per phase and with a performance period of the contract from the date approved by the Inyo County Board of Supervisors to the completion of the Design phase.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP and Clarifications, if issued, will be sent to all prospective Consultants the County has specifically e-mailed a copy of the RFP to and will be posted on the County website at: <https://www.inyocounty.us/services/county-administrators-office/bid-request-rfp>

It shall be the Consultant's responsibility to check the County website to obtain any addenda that may be issued. All addenda and clarifications will be posted and distributed a minimum of 72 hours prior to due date.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/USB of the Consultant's proposal. The hard copies and CD/USB shall be mailed or submitted to the below address prior **Due Date: 4:00 P.M., October 14, 2021.**

Inyo County Public Works  
168 N. Edwards Street/ PO Drawer Q  
Independence, CA 93526  
Attn: Trevor Taylor

Proposals shall be submitted in a sealed package clearly marked "**Lone Pine Town Streets Project – Environmental and Engineering Consultant Services**"

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **4:00 P.M., October 14, 2021.**

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Inyo County Board of Supervisors.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: 10/14/2021 – 10/30/2021

Oral interviews: 10/30/2021 – 11/7/2021

Cost Negotiation with first ranked consultant: 11/7/2021 – 11/20/2021

Contract Award and Notice to Proceed: 12/1/2021

Any questions related to this RFP shall be submitted in writing to the attention of Trevor Taylor via email at [ttaylor@inyocounty.us](mailto:ttaylor@inyocounty.us). Questions shall be submitted before 4:00 PM on **October 7, 2021**.

No oral question or inquiry about this RFP shall be accepted.



## **PROJECT DESCRIPTION AND BACKGROUND**

The Lone Pine Town Streets Project proposes to preserve, extend the life, and improve ride quality on the streets within the project limits in Lone Pine, CA. There are also project elements intended to improve access for public transit, pedestrians, and bicycles. There are 13 streets identified in the Project Study Report included in the scope of the project. Each of these streets will be pulverized and repaved with 2.5 inches of new hot mix asphalt pavement. New bike lanes are proposed to be added to Post Street, Lone Pine Avenue, and Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) Bus loading will be delineated on East Muir Street. Crosswalk and pedestrian/vehicle flow will be evaluated and changed or reinstalled according to best practices. Non-compliant curb ramps in the project area should be brought up to ADA standards when warranted.

The ES&P phase for the project was authorized on May 12<sup>th</sup>, 2021 with an expenditure deadline of June, 2023. The PS&E phase of the project is programmed in the STIP for fiscal year 22/23. Requests for authorization to proceed with PS&E can be submitted in June, 2022 at the earliest so there is potential for delay between the completion of ES&P and the authorization to proceed with PS&E. Construction funding is programmed in FY-25/26 but there may be a chance to move it up depending on the County's STIP situation.

## SCOPE OF WORK

### General:

The County is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Lone Pine Town Streets Project to and through the design phase with additional tasks for bidding assistance.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the County included in the sample contract in Attachment 2.

### Services to be Provided:

The Consultant selected shall provide all services to complete the ES&P and PS&E phases for the Project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Project Management** (All Phases) – A County Engineer, in responsible charge, will serve as the contract manager and direct liaison between the Consultant and Caltrans District 9 Division of Local Assistance. The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County to submit to Caltrans Local Assistance. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.
- **Preliminary Engineering Studies** (ES&P) – The general project locations have been developed but the consultant will need to define and refine the specifics to ensure the project's continuity and constructability. The Consultant should review all materials in the original project study report and use the recommendations as a guide for moving the project forward. Consultant shall define and recommend preferred treatments for changes to crosswalk locations and parking restrictions. Traffic engineering for development of a School Circulation Plan will be required to ensure proposed improvements serve to better the movement of pedestrians and traffic within the project area. Signage and striping should be brought up to current MUTCD standards where deficient. Develop design concepts and related activities needed to establish the parameters for final design.
- **Surveys and Mapping** (ES&P for baseline data as needed for the environmental document, can extend into PS&E if needed due to fiscal constraints of the first phase) – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts (not anticipated), and the level of environmental clearance. Obtain necessary bench mark information from the County as available and tie the survey to existing benchmarks.

Reduce survey data and prepare a comprehensive base map which reflects right-of-way, sidewalk,

curb and gutter, street lighting, power poles, and physical obstructions such as fire hydrants, catch basins, drainage ditches, water services and laterals, etc. Identify location of any survey monuments or property corners that will be affected by construction and ensure that they are included in the Plans for preservation/protection.

Base map shall show proposed improvements. All improvements are to provide for adequate drainage. Plans are to be drawn in AutoCAD format 2014 or higher. All plans will be D size drawings 24" x 36". Consultant will submit to County 1 Mylar original, 2 copy sets and 1 copy on CD or USB drive for review at the completion of the Base Mapping phase.

- **Environmental Studies and Documentation** (ES&P for environmental document, PS&E for regulatory permitting if determined to be required) – Complete the environmental review; including preparation of any required technical studies to complete the CEQA document. In case of any scope change due to project site conditions, the Consultant will provide all required professional environmental services necessary to obtain environmental clearance. The Consultant will also ensure the project design and construction documents comply with the requirements of the environmental document and any regulatory agency permits.
- **Utility Coordination** (PS&E) – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations as needed but attempt to minimize any conflict with design options. Final street grade is to remain the same so utility cover adjustments are not anticipated but covers will need to be identified and protected in place. Perform all necessary research to establish the precise location of utilities. Preliminary and final plans are to be sent to all affected utility companies. Potholing will be required to locate active and abandoned utilities within the project site if it is determined that they will be affected by proposed improvements. In addition, the County is to be provided with copies of all correspondence with contacted utility companies. Coordinate utility work with the County and all impacted agencies prior to securing approval of final design. The Consultant shall ensure that final design is compatible with all utilities in project area to be installed, relocated, adjusted, or otherwise modified. A time assessment of utility relocation should be incorporated into the construction schedule, as necessary. Conduct utility coordination meeting with affected utility owners if necessary.
- **Right of Way Phase & Determination** (PS&E) – Additional ROW establishment is not anticipated and there is not funding programmed in the ROW phase. Confirm that ROW certification document necessary to request construction funding allocation is correct. If any utility covers are found to need adjustment, fill out the corresponding section of the ROW certification document regarding utility covers for submittal to Caltrans.
- **Design** (PS&E) – Design the improvements and prepare the plans, specifications, and estimates in accordance with Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget and schedule. Include any necessary erosion control and traffic control in the plans and specifications. Elevations should be clearly shown for tie-ins, top of curb, flowline, etc. PS&E shall be submitted to the County at 60%, 90%, and final contract documents.
- **Coordination with Adjacent Properties** (ES&P for any school coordination needed to establish traffic patterns and bus flow for the school circulation plan, PS&E for any continued effort that may be needed) – Coordinate with adjacent property to establish driveway locations if required for ADA compliance and other modifications required in front of property such as fence relocations. Put in place temporary construction easements if necessary. Take into consideration existing parking options and how new sidewalk construction will impact that parking.

- **Bid Process** (PS&E phase, but after RFA for CON is submitted) – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The County will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bidding phase and prepare addendums which will be distributed by the County as necessary.
- **Services during Construction (CE funded, optional task, as needed)** – The Consultant Engineer shall participate in the pre-bid construction meeting to assist in any clarifications. The Consultant shall continue providing services after awarding the construction contract, such as reviewing contractor submittals, shop plans, and calculations, responding to Request for Information (RFI), preparing and/or reviewing change orders, supporting the County on Contractor claims, and performing field visits or meetings. Revisions to the plans caused by a need for clarification or adjustments due to field conditions differing from plans shall be performed by the Consultant as part of the fixed fee. The Consultant Engineer shall be responsible for reviewing all submittals from the contractor and recommending approval or dictating any changes that need to be made.

**Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

**Method of Payment** – Actual Cost Plus Fixed Fee. The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the County before the incur work on the contract or the costs can be questioned or disallowed.

\*Consultant shall identify in proposal if there are any other items that they anticipate will need to be addressed in order to successfully implement the project.

**Minimum Qualifications of Personnel** – The Consultant shall meet the appropriate minimum qualifications as required by the scope of work included in this RFP.

**Corrections** – Corrections or revisions to the Design Calculations, Plans, Specifications, Quantity Calculations, Engineer’s Estimate and other documents prepared by the Consultant are anticipated and shall be considered a part of the normal design process. **No extension of time or fees shall be allowed for corrections as described herein above.**

**Equipment Requirements** - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

**Quality Control/Assurance Measures** – Implement and maintain quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratories.

**Materials to be provided by the Agency** – Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the approved delivery schedule, cost estimate, and available STIP funding.

**Work to be performed by the Agency** – The County will manage the Consultant contract, attend meetings, and act as liaison between the Consultant and Caltrans. The County will complete the Request for Allocation (RFA) and Contract Award processes through Caltrans and the CTC for the PS&E and Construction phases.

**Conflict of Interest Requirements** - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

**Project Schedule** – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart. Identify critical milestones and be aware that there is typically a two month lead time in order to get a request for allocation or other action item in front of the CTC.

## **APPENDIX A – PROPOSAL REQUIREMENTS**

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

### **1. Introductory Letter**

The introductory (or transmittal) letter shall be addressed to:

Trevor Taylor  
Inyo County Public Works  
PO Drawer Q  
Independence, CA 93526

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### **2. Executive Summary**

### **3. Consultant Information, Qualifications & Experience**

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

### **4. Organization and Approach**

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager,

shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

## **5. Scope of Work**

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe and clearly indicate project deliverables for each task and phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
  - a. Describe any critical engineering design issues associated with the project and how you will address these.
  - b. Describe any critical environmental issues and how you will address these. If there are concerns with the environmental document expiring prior to Construction occurring due to current STIP programming, explain potential solutions or steps needed to ensure compliance.
  - c. Describe any steps that could be taken to minimize cost and schedule.

## **6. Schedule of Work**

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility. Identify any concerns or potential solutions regarding the current programmed fiscal years for phases.

## **7. Conflict of Interest Statement**

The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

## **8. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **9. Contract Agreement**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

## **10. State-Aid Provisions**

The proposing Consultant's services are state funded, which necessitate compliance with additional requirements. The Consultant is responsible for adhering to all requirements for State-funded projects. Special attention is directed to Attachment 3 – Local Assistance Procedures Manual Exhibit (LAPM) 10-Q Disclosure of Lobbying Activities. The proposing Consultant shall complete and submit the following

forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3.

- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable state-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Consultant Certification of Contract Costs and Financial Management System(LAPM 10-K)
- Any relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for state funded projects and have clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

## 11. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. Cost plus Fixed Fee.

In order to assure that the County is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a **separate sealed** envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Reference sample cost estimate in Attachment 3 LAPM 10-H, Example #1. Consultant shall prepare an Actual Cost-Plus-Fixed Fee estimate with monthly progress payments.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.



## APPENDIX B – PROPOSAL EVALUATION

### Evaluation Process

All proposals will be evaluated by a County of Inyo Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the County Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process or will be destroyed accordingly. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	20
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
9	Ability to Enter into Contract 146.1	Pass/Fail
<b>Subtotal:</b>		<b>80</b>

No.	Written Evaluation Criteria	Weight
10	Presentation by Team	10
11	Q&A Response to Panel Questions	10
<b>Subtotal:</b>		<b>20</b>
<b>Total:</b>		<b>100</b>

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

**2. Qualifications & Experience (20 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm, key personnel, and sub-consultants to conduct engineering services on both federal and state-aid projects.

**3. Organization & Approach (15 points)**

- a. Describes familiarity with project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project team.
  - ii. Some or all of team members have previously worked together on similar project(s).
  - iii. Overall organization of the team is relevant to County needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar projects. This person’s time is appropriately committed to the project.

- ii. Team successfully addresses Site Planning and Programming efforts.
- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with the County
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist County during the project.

**4. Scope of Services to be Provided (20 points)**

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. Proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

**5. Schedule of Work (10 points)**

- a. Schedule shows completion of the work within or preferably prior to the County's overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and State-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFP.

**6. Conflict of Interest Statement (Pass/Fail)**

- a. Discloses any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

**7. Local Presence (5 points)**

- a. Provide a statement addressing firm's ability to establish an office within the County or surrounding area. The firm should be reasonably available and responsive regarding any on-site needs.

**8. References (10 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

**9. Presentation by Team (10 points)**

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

**10. Q&A Response to Panel Questions (10 points)**

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating*Weight)
1	Completeness of Response	N/A	Pass/Fail	
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		20	
5	Schedule of Work		10	
6	Conflict of Interest Statement	N/A	Pass/Fail	
7	Local Presence		5	
8	References		10	
9	Ability to Enter into Contract 146.1	N/A	Pass/Fail	
10	Presentation by Team		10	
11	Q&A Response to Panel Questions		10	
<b>Total</b>				

**APPENDIX C – PROPOSED PROJECT SCHEDULE FROM GRANT APPLICATION**

**Project Schedule –**

<b>General Schedule Overview per Grant Application</b>	<b>Start Date</b>	<b>Duration</b>	<b>End Date</b>
RFP Advertising	9/1/2021	44	10/14/2021
Proposal Review	10/14/2021	16	10/30/2021
Oral Interviews	10/30/2021	9	11/7/2021
Consultant Selection and Price Negotiation	11/7/2021	13	11/20/2021
Enter into Contract	11/20/2021	11	12/1/2021
ES&P	12/15/2021	120	3/15/2022
PS&E	June, 2022*	120	10/1/2022
Construction Phase	June, 2025*	120	10/1/2025

\*Phase start dates are based on current programmed FY in the STIP. If there is any way to move funds up for the CON phase, we will pursue that path.

## **ATTACHMENT 1**

# **LONE PINE STREETS REHABILITATION PROJECT STUDY REPORT**

## **To Request Programming in the 2018 STIP**

In The Town of Lone Pine in Inyo County: East Mountain View Street,  
North and South Brewery Street, North and South Mt. Whitney Drive,  
East Post Street, West Post Street, Tim Holt Street, North and South Lone  
Pine Avenue, North and South Lake View Street, and East Muir Street

APPROVAL RECOMMENDED:

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(Michael Errante), *Senior Engineer, PM*

APPROVED:

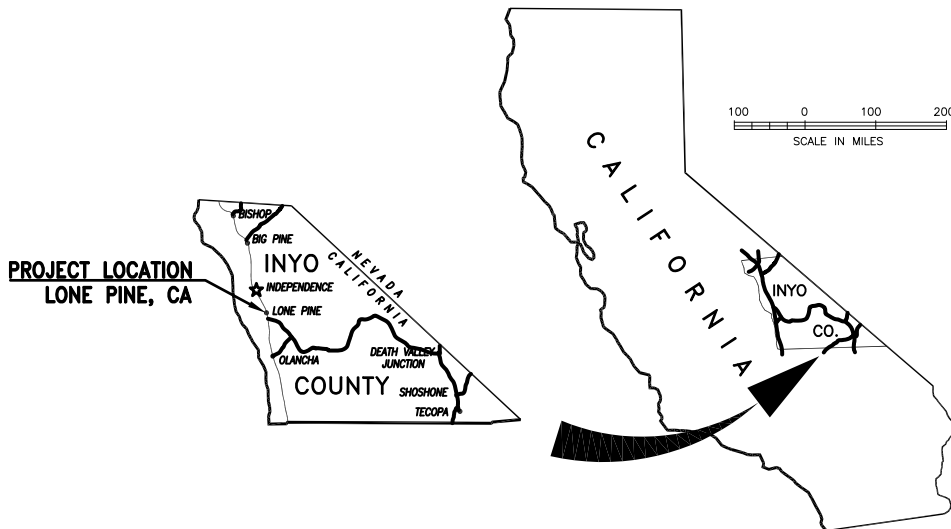
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(Clint G. Quilter, P.E., P.L.S.), *Inyo County Director of Public Works*

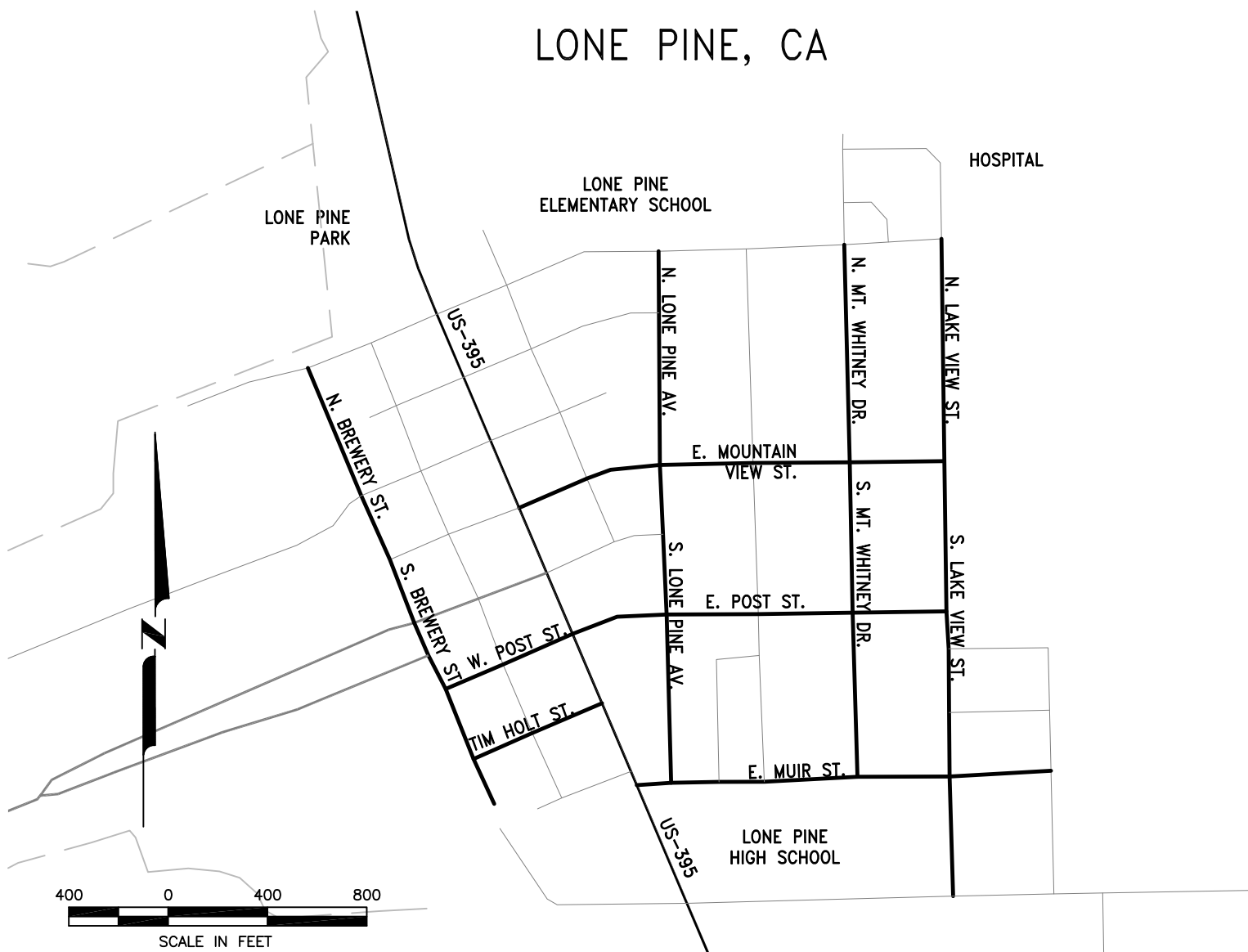
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DATE

# VICINITY MAP

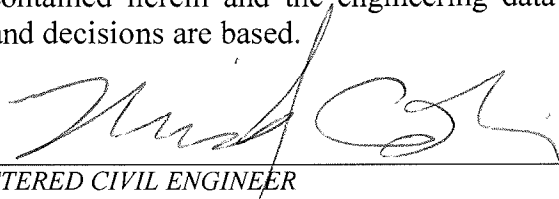


## LONE PINE, CA



IN LONE PINE, CA IN INYO COUNTY INCLUDING THE FOLLOWING ROADS AS SHOWN ABOVE: BREWERY STREET, SOUTH & NORTH LONE PINE AVENUE, SOUTH & NORTH MT. WHITNEY DRIVE, SOUTH & NORTH LAKE VIEW STREET, TIM HOLT STREET, WEST & EAST POST ST, EAST MUIR STREET, AND EAST MOUNTAIN VIEW STREET.

This project study report-project report has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.



11/13/15

REGISTERED CIVIL ENGINEER

DATE



Prepared By:  
Eastern Sierra Engineering, P.C.  
4515 Towne Drive  
Reno, NV 89521



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## 1. INTRODUCTION

### Background:

The roads within the scope of this project were constructed in the 1960's approximately 50 years ago. The roads have received regular maintenance including crack sealing and patching over that period. Currently many of the roads have deteriorated to the point where patch material is being placed on previously placed patch material creating an irregular surface.

### Project Description:

The purpose of this Project is to preserve, extend the life, and improve ride quality of the streets within the project limits in Lone Pine, CA. The project also intends to improve access for public transit, pedestrians, and bicycles.

Alternative 1: The complete width of Brewery Street and E. Muir Street would be pulverized and paved with 2.5 inches of new hot mix asphalt (HMA) pavement. All other streets would be pulverized and repaved with 2.5 inches new HMA pavement along the center 24 feet. The shoulders of these roads would be crack sealed, paved with a HMA leveling course and slurry sealed. Bike Lanes are proposed to be striped on existing roadway on Post Street, Lone Pine Avenue, and Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) Bus Loading will be delineated on E. Muir Street. Three (3) existing pedestrian ramps adjacent to the project area would be upgraded to Americans with Disabilities Act (ADA) standards.

Alternative 2: This alternative is similar to Alternative 1 except that the complete width of all streets in the project limits would be pulverized and repaved with 2.5" new HMA pavement.

Additive Alternate: This alternative could be added to alternative 1 or 2 and would upgrade all existing pedestrian facilities to ADA standards. Select streets would also be striped for on-road sidewalks.

<b>Project Limits</b>	Inyo County-East Mountain View Street, Brewery Street, North and South Mt. Whitney Drive, East Post Street, West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street in the town of Lone Pine, CA. Approx. 2.75 miles of roadway	
<b>Number of Alternatives</b>	2 (with Additive Alternate)	
<b>Preferred Alternative</b>	2 + Additive Alternate	
	<b>Current Cost Estimate:</b>	<b>Escalated Cost Estimate:</b>
<b>Capital Outlay Support</b>	\$526,000	\$544,410
<b>Capital Outlay Construction</b>	\$2,500,000	\$2,587,500
<b>Capital Outlay Right-of-Way</b>	\$1,000	N/A
<b>Funding Source</b>	STIP	
<b>Funding Year</b>	18/19	
<b>Type of Facility</b>	Urban Streets	
<b>Number of Structures</b>	N/A	
<b>Environmental Determination or Document</b>	PEAR	
<b>Legal Description</b>	In Inyo County in Lone Pine at East Mountain View Street, Brewery Street, North and South Mt. Whitney Drive, East Post Street, West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street	
<b>Project Development Category</b>	<b>5</b>	

## 2. RECOMMENDATION

Inyo County recommends that this project to be programmed in the 18/19 STIP and the project to proceed to the design phase using Alternative 2, with the Additive Alternate.

## 3. PURPOSE AND NEED

### **Purpose:**

The purpose of this project is to restore the pavement to good service condition and ride quality. The project will extend the service life of the roadway by at least twenty years and will eliminate the need for continued major maintenance. It will also stripe bike lanes on Post Street, Lone Pine Avenue, and Lake View Street. Bus Parking on East Muir Street will be improved.

**Need:**

The pavement is in need of capital maintenance work to provide relief from maintenance, and improve drainage.

**4. EXISTING FACILITIES, DEFICIENCIES, AND TRAFFIC DATA**

**4A. Roadway Geometric/Conditions Information:**

Facility Name	Length (ft.)	Number of Lanes	Pavement Width (ft.)	ROW WIDTH (FT.)	Area (sqft.)	PCI*
N. Brewery St	830	2	27.7	37	31,000	55
S. Brewery St	1066	2	33	37	25,500	77
N. Lone Pine Av.	877	2	49	72	41,000	49
S. Lone Pine Av.	1278	2	48.3	72	62,500	42
N. Mt. Whitney Dr.	842	2	58.5	80	74,700	66
S. Mt. Whitney Dr.	1283	2	57.5	80	72,900	44
N. Lake View St.	838	2	37	80	30,700	64
S. Lake View St.	1782	2	44.7	70-80	79,300	64
Tim Holt St.	551	2	54.5	80	30,100	17
E. Muir St.	1611	2	33.7	40-50	54,900	72
E. Post St.	1118	2	51.8	80	95,300	44
W. Post St.	957	2	59	80	32,700	18
E. Mountain View St.	1685	2	56	80	86,500	40

\* PCI Pavement Conditions Index– All roads were inspected by Inyo County on 11/01/2011. They are all flexible type pavement. For local roads the PCI indicates the following: >80 Adequate, 66-80 Rehabilitate in 6-10 years, 46-65 Rehabilitate in 1-5 years, 40-45 Rehabilitate now, and <40 Reconstruct now.

Remarks:

The project consists of 13 residential streets in Lone Pine, CA. The streets are largely wide areas of AC without any existing delineation. The vast majority (>90%) of the streets do not have existing curb & gutter.

Field review of the existing pavement condition conducted on 10/15/15 by Inyo County and Eastern Sierra Engineering indicates extensive cracking and patching on all roads. Some areas are constructed from multiple applications of patch material. The patchwork roads do not have a consistent slope and do not drain surface water adequately. Other roads are in relatively good condition. Several photographs exhibiting current conditions are shown in Attachment H.

**4B. Pedestrian/Bicycle Facility Data:**

Street	Side	Facility	Length (ft.)	ADA	Existing Ramps	Reqd. Action	Notes
N Brewery St	W	Sidewalk	250	No	No		At Residence
Tim Holt St	N	Sidewalk	75		No		At US-395, No C&G, Used for parking
	S	Sidewalk	75		No		At US-395, Sidewalk Accessible
W. Post St.	N	Sidewalk	75	No	No		At US-395, < 5' wide
	S	Sidewalk	75	No	No		At US-395
E. Post St.	N	Sidewalk	81	No	No		At US-395, < 5' wide
	S	Sidewalk	736	No	No		<4' in places, >2% cross-slope, Buried/ broken sidewalk in places
E. Muir St	N	Sidewalk	48	No	Yes	1 ADA Ramp	At US-395
	S	Sidewalk	550	No	Yes	3 ADA Ramps	At Lone Pine High School, <4' in places, > 2% Cross-slope
		Crosswalk			No	N/A	
E. Mountain View St.	N	Sidewalk	175	No	No		At US-395
	S	Sidewalk	75	No	No		At US-395
S. Lone Pine Av.	W	Sidewalk	260	No	No		<4' Wide, Discontinuous
	E	Sidewalk	70	No	No		Buried
S. Mt. Whitney Dr.	E	Sidewalk	150	No	No		At Residences
N Lake View St.	E	Sidewalk	160	No	No		At Trinity Episcopal Church

Remarks:

The pedestrian facilities are chiefly in the vicinity of US-395 and the Lone Pine High School. A few other facilities exist in sporadic locations. Existing pedestrian facilities do not meet current ADA standards. Adjacent facilities on California Department of Transportation Right of Way have not been upgraded to current ADA standards. There are no existing bicycle facilities in the project study area.

**4C. Structures Information:**

There are no underpasses, separation, overcrossings, or other structures within the project limits.

#### **4D. Traffic Data**

A Traffic Engineering Performance Assessment has been prepared and is shown in Attachment E

#### **5. COORDINATION**

No projects are planned on adjacent roadways by other agencies.

#### **6. ALTERNATIVES**

There are two roadway alternatives with a third additive alternative that would address ADA compliance.

##### **Alternative 1**

Alternative 1 proposes to reconstruct the center 24 feet of roadway and the application of a leveling course and slurry seal the pavement beyond the center 24 feet. In the center 24 feet, all existing AC would be pulverized (approx. 3 inches) in-place, some material removed, and then regraded and compacted to approx. 1.5 inches below finish grade. 2.5 inches of HMA would be paved on the compacted pulverized material. The shoulders would be crack sealed, paved with a leveling course, and slurry sealed. Brewery Street and E. Muir Street would be reconstructed (pulverize & repave 2.5 inches HMA) across the complete width and would not receive any surface treatments due to their narrower width. Per Caltrans DLA-OB 14-02, this alternative would be considered an alteration, and three (3) existing pedestrian ramps will be upgraded to ADA standards. No other existing pedestrian facilities would be altered. ESTA parking will be striped on E. Muir Street in front of the Lone Pine High School. Alternative 1 would address the travel way and save material costs with a leveling course/slurry seal treatment on the shoulders. The estimated cost of Alternative 1 is \$1.6 million as shown in Attachment C.

##### **Alternative 2**

This alternative is similar to Alternative 1 except that the complete width of all streets in the project limits would be pulverized and repaved with 2.5 inches of new HMA pavement. This alternative would include the same pedestrian, bike, and public transit improvements as Alternative 1. This alternative is more expensive than Alternative 1 due to the increased width of pavement to be reconstructed. The estimated cost of Alternative 2 is \$2.1 million as shown in Attachment C.

##### **Additive Alternate**

The additive alternate would bring existing pedestrian facilities up to ADA standards. This work would include the removal of 2,300 feet of existing curb, gutter, and sidewalk. Approximately 3,000 feet of curb, gutter and sidewalk would replace the existing sidewalk and fill short gaps between discontinuous existing sidewalks. ADA ramps (approx. 25 ramps) would be constructed at intersections and driveways intersecting sidewalk would be reconstructed to ADA standards. Scattered sections of sidewalk on N. Brewery Street, S. Mt. Whitney Drive, and N. Lakeview Street would not be reconstructed in this alternative. The estimated cost of the additive alternate is \$330,000 as shown in Attachment C.

**Consequences of Not Doing Project**

The consequences of not doing the entire project would be the continued deterioration of the roadways and increased maintenance costs.

**7. OTHER CONSIDERATIONS**

**7A. Hazardous Waste Disposal Site**

A Hazardous waste disposal site is not required.

**7B. Material and/or Disposal Site Need and Availability**

Not Applicable

**7C. Roadside Design and Management**

Not Applicable

**7D. Right of Way Issues**

There are no Right of Way Issues for this project.

**7E. Utility Issues**

The finished grade of the roadway will remain the same so existing utilities will not have to be reset. Care will have to be taken to not disturb utilities while pulverizing the roadway.

**7F. Railroad Involvement**

Not Applicable

**7G. Recycled materials**

Not Applicable

**8. COMMUNITY INVOLVEMENT/TRANSPORTATION MANAGEMENT**

**8A. Local and Regional Input**

None.

**8B. Transportation Management Plan**

A Transportation Management Plan is not required for this project.

**9. CONSTRUCTION ESTIMATE**

Estimates for all alternatives have been prepared and are shown in Attachment C

**10. ENVIRONMENTAL DETERMINATION/DOCUMENT**

A Preliminary Environmental Analysis Report (PEAR) has been prepared and is in Attachment G. A Categorical Exemption (CE) under the California Environmental Quality Act (CEQA) is anticipated.

**11. FUNDING/PROGRAMMING**

Funding

It has been determined that this project is not eligible for Federal-aid funding.

Programming

Fund Source	Fiscal Year Estimate			Total
	18/19	19/20	20/21	
STIP				
Component	(thousands of dollars)			
ES&P	61			
PS&E	239	0	0	300
Construction Engineering	0	0	225	225
Right-of Way	0	1	0	1
Construction	0	0	2,500	2,500
<b>Total</b>	<b>300</b>	<b>1</b>	<b>2,725</b>	<b>3,026</b>

The support cost ratio is 21.0%.

**12. SCHEDULE**

Project Milestones		Milestone Date (Month/Day/Year)	Milestone Designation (Target/Actual)
PROGRAM PROJECT	M015	7/01/18	Target
ES&P	M200	9/30/18	Target
PS&E	M377	5/01/19	Target
READY TO LIST	M460	8/07/19	Target
FUND ALLOCATION	M470	10/30/19	Target
ADVERTISE	M480	11/22/19	Target
AWARD	M495	1/25/20	Target
APPROVE CONTRACT	M500	2/8/20	Target
CONTRACT ACCEPTANCE	M600	11/8/20	Target
END PROJECT	M800	5/13/21	Target



**13. FHWA COORDINATION**

Federal funding is not anticipated on this project.

**14. PROJECT PERSONNEL**

Name, Title, Agency	Phone #
Chantel Brown, Project Manager, Inyo County	(760) 937-3230
Michael Collins, Project Engineer, Eastern Sierra Engineering	(775) 828-7220
Grant Johnson, Traffic Engineer, Traffic Works	(916) 242-8990
Rita Wilke, Environmental Scientist, Panorama Environmental	(650) 373-1200

**15. ATTACHMENTS (Number of Pages)**

- A. Project Map (1)
- B. Typical Cross Section (1)
- C. Construction Cost Estimate (3)
- D. Right of Way Data Sheet (5)
- E. Traffic Engineering Performance Assessment (6)
- F. Storm Water Data Report (3)
- G. Preliminary Environmental Analysis Report (90)
- H. Photographs (2)

# **ATTACHMENT A PROJECT MAP**





ROADWAY REHABILITATION AREA

Plans Prepared by:



**EASTERN SIERRA ENGINEERING**

CIVIL ENGINEERING & CONSTRUCTION SERVICES  
4515 TOWNE DRIVE, SUITE A RENO, NV 89521  
MAIN: (775) 828-7220 FAX: (775) 828-7221

Plans Prepared For:

**INYO COUNTY  
PUBLIC WORKS**

168 N. Edwards, P.O. Drawer Q  
Independence, CA 93526  
(760) 878-0201

**LONE PINE PROJECT STUDY REPORT  
ATTACHMENT B**

Date:  
11-11-15

**PROJECT MAP**

Drawing Name:

SHEET 1 OF 1

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

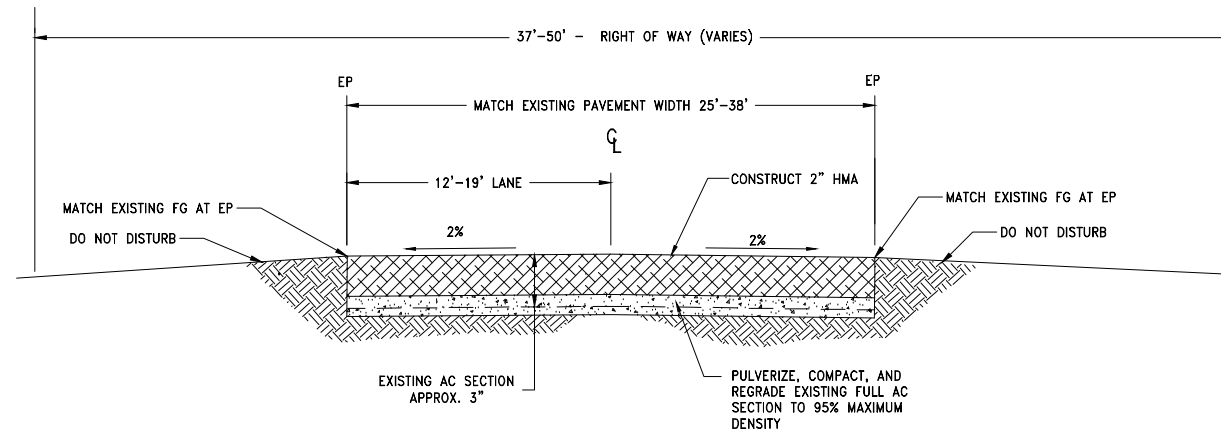


Revised By:										
Date:										

Project Engineer:	MRC	Checked By:	SWJ	Date:	11-11-15
Designed by:	MRC	Drawn by:	MRC	Date:	11-3-15



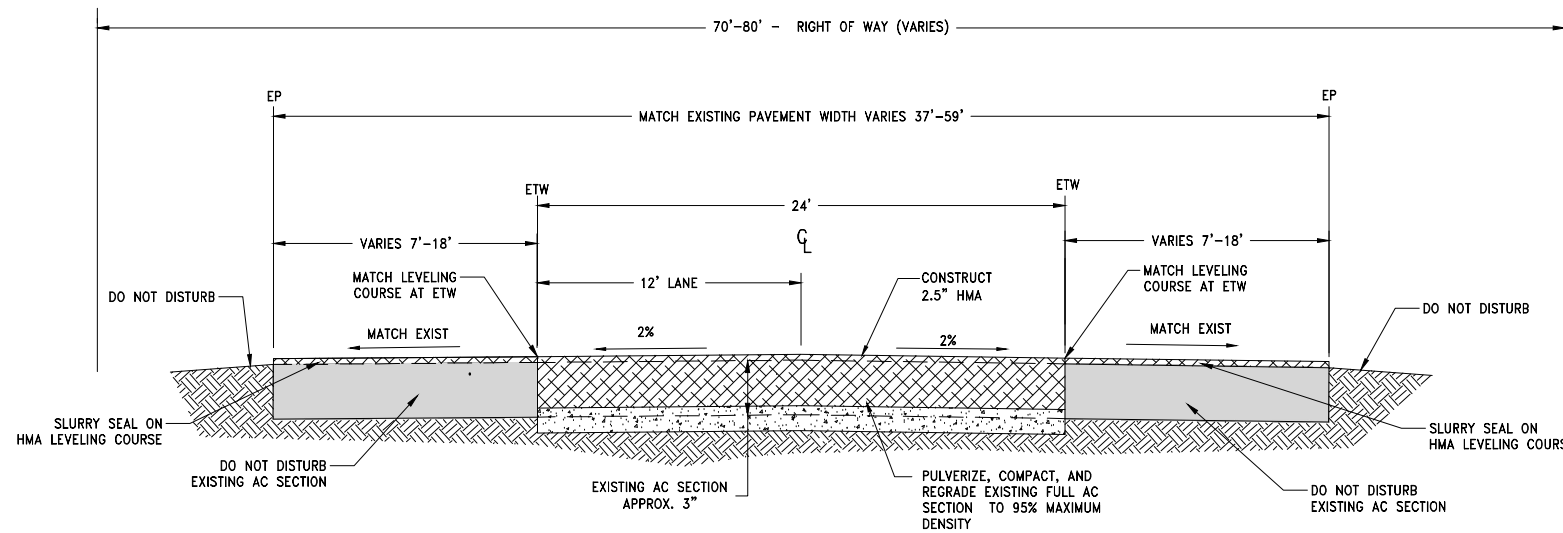
# **ATTACHMENT B TYPICAL CROSS- SECTIONS**



### TYPICAL SECTION A

ALTERNATIVE 1: BREWERY STREET, E. MUIR STREET

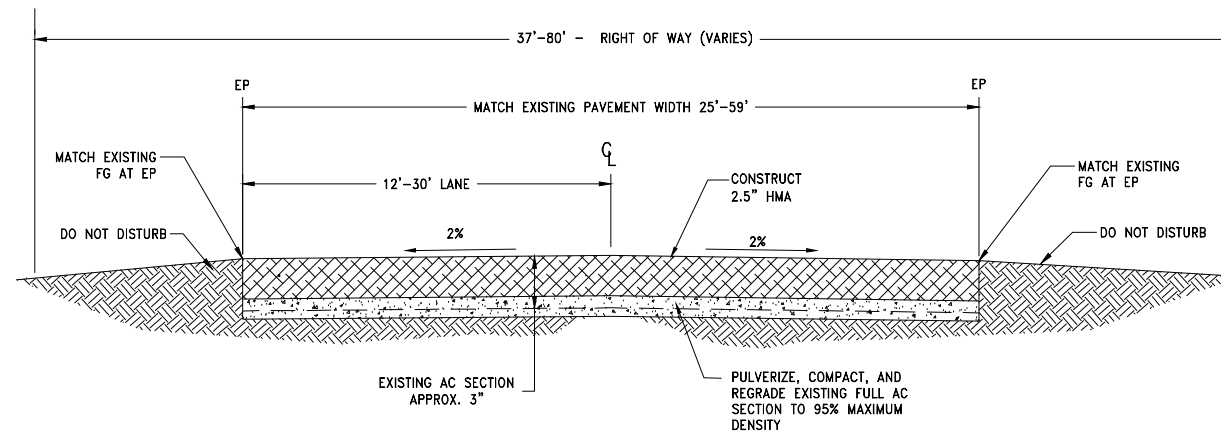
SCALE: N.T.S.



### TYPICAL SECTION B

ALTERNATIVE 1: N. LONE PINE AV., S. LONE PINE AV., N. MT. WHITNEY DR., S. MT. WHITNEY DR., N. LAKE VIEW ST., S. LAKE VIEW ST. TIM HOLT ST., W. POST ST., E. POST ST., & E. MOUNTAIN VIEW ST.

SCALE: N.T.S.







### TYPICAL SECTION C

ALTERNATIVE 2: ALL STREETS

SCALE: N.T.S.

### LEGEND:

-  NEW ASPHALT CONCRETE
-  RECONSTRUCTED AC ROADWAY SECTION
-  NATIVE SOIL OR SUBBASE
-  EXISTING ROADWAY SECTION

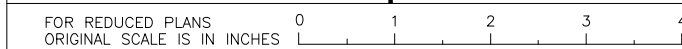
Plans Prepared by:



**EASTERN SIERRA ENGINEERING**

CIVIL ENGINEERING & CONSTRUCTION SERVICES  
4515 TOWNE DRIVE, SUITE A MAIN: (775) 828-7220  
RENO, NV 89521 FAX: (775) 828-7221

Plans Prepared For:		LONE PINE PROJECT STUDY REPORT ATTACHMENT B	
INYO COUNTY PUBLIC WORKS			
168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		Date: 11-11-15	TYPICAL CROSS-SECTIONS
Project Engineer: MRC	Checked By: SWJ	Date: 11-11-15	Drawing Name: SHEET 1 OF 1
Designed by: MRC	Drawn by: MRC	Date: 11-3-15	



Revised By:									
Date:									

Project Engineer: MRC	Checked By: SWJ	Date: 11-11-15	Designed by: MRC	Drawn by: MRC	Date: 11-3-15	Drawing Name: SHEET 1 OF 1
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# **ATTACHMENT C**

## **CONSTRUCTION COST ESTIMATES**

**LONE PINE STREETS REHABILITATION****ENGINEERS'S ESTIMATE ALTERNATE 1****NOT TO BE USED FOR BIDDING PURPOSES**

ITEM NO.	ITEM CODE	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	06670	MAINTAIN TRAFFIC	1	LS	\$15,000.00	\$15,000.00
2	074017	SWPPP PREPARATION AND IMPLEMENTATION	1	LS	\$2,000.00	\$2,000.00
3	120090	CONSTRUCTION AREA SIGNS	1	LS	\$10,000.00	\$10,000.00
4	120100	TRAFFIC CONTROL	1	LS	\$30,000.00	\$30,000.00
5	130620	TEMPORARY DRAINAGE INLET PROTECTION	30	EA	\$350.00	\$10,500.00
6	130640	TEMPORARY FIBER ROLL	300	LF	\$8.00	\$2,400.00
7	303000	PULVERIZE ROADBED	42,000	SY	\$3.00	\$126,000.00
8	374207	CRACK TREATMENT	4	LNMI	\$10,000.00	\$40,000.00
9	377501	SLURRY SEAL	250	TON	\$325.00	\$81,250.00
10	390132	HMA TYPE A	7,022	TON	\$140.00	\$983,080.00
11	730070	DETECTABLE WARNING SURFACE	60	SF	\$45.00	\$2,700.00
12	731521	MINOR CONCRETE	20	CY	\$450.00	\$9,000.00
13	840656	PAINT TRAFFIC STRIPE (2-COATS)	40,000	LF	\$0.40	\$16,000.00

<b>CONSTRUCTION YEAR</b>	<b>2020</b>
<b>TOTAL CONTRACT ITEMS</b>	\$1,312,930
<b>CONTINGENCY (25%)</b>	\$328,233
<b>CONTRACT + CONTINGENCY</b>	\$1,641,163

<b>ESCALATION RATE</b>	3.5%
------------------------	------

<b>CONSTRUCTION YEAR</b>	<b>2021</b>	\$1,698,603
<b>CONSTRUCTION YEAR</b>	<b>2022</b>	\$1,758,054
<b>CONSTRUCTION YEAR</b>	<b>2023</b>	\$1,819,586

**LONE PINE STREETS REHABILITATION  
ENGINEERS'S ESTIMATE ALTERNATE 2**

**NOT TO BE USED FOR BIDDING PURPOSES**

ITEM NO.	ITEM CODE	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	06670	MAINTAIN TRAFFIC	1	LS	\$15,000.00	\$15,000.00
2	074017	SWPPP PREPARATION AND IMPLEMENTATION	1	LS	\$2,000.00	\$2,000.00
3	120090	CONSTRUCTION AREA SIGNS	1	LS	\$10,000.00	\$10,000.00
4	120100	TRAFFIC CONTROL	1	LS	\$30,000.00	\$30,000.00
5	130640	TEMPORARY FIBER ROLL	300	LF	\$8.00	\$2,400.00
6	130620	TEMPORARY DRAINAGE INLET PROTECTION	30	EA	\$350.00	\$10,500.00
7	303000	PULVERIZE ROADBED	75,000	SY	\$3.00	\$225,000.00
8	390132	HMA TYPE A	10,250	TON	\$140.00	\$1,435,000.00
9	731521	MINOR CONCRETE	20	CY	\$450.00	\$9,000.00
10	730070	DETECTABLE WARNING SURFACE	60	SF	\$45.00	\$2,700.00
11	840656	PAINT TRAFFIC STRIPE (2-COATS)	40,000	LF	\$0.40	\$16,000.00

CONSTRUCTION YEAR	2020
TOTAL CONTRACT ITEMS	\$1,742,600
CONTINGENCY (25%)	\$435,650
CONTRACT + CONTINGENCY	\$2,178,250

ESCALATION RATE	3.5%
-----------------	------

CONSTRUCTION YEAR	2021	\$2,254,489
CONSTRUCTION YEAR	2022	\$2,333,396
CONSTRUCTION YEAR	2023	\$2,415,065



<b>LONE PINE STREETS REHABILITATION</b>
<b>ENGINEERS'S ESTIMATE ADDITIVE ALTERNATE</b>

**NOT TO BE USED FOR BIDDING PURPOSES**

ITEM NO.	ITEM CODE	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	120090	CONSTRUCTION AREA SIGNS	1	LS	\$5,000.00	\$5,000.00
2	153210	REMOVE CONCRETE	250	CY	\$150.00	\$37,500.00
3	731521	MINOR CONCRETE	350	CY	\$600.00	\$210,000.00
4	730070	DETECTABLE WARNING SURFACE	300	SF	\$45.00	\$13,500.00

<b>CONSTRUCTION YEAR</b>	<b>2020</b>
<b>TOTAL CONTRACT ITEMS</b>	\$266,000
<b>CONTINGENCY (25%)</b>	\$66,500
<b>CONTRACT + CONTINGENCY</b>	\$332,500

<b>ESCALATION RATE</b>	3.5%
------------------------	------

<b>CONSTRUCTION YEAR</b>	<b>2021</b>	\$344,138
<b>CONSTRUCTION YEAR</b>	<b>2022</b>	\$356,182
<b>CONSTRUCTION YEAR</b>	<b>2023</b>	\$368,649

**ATTACHMENT D**  
**RIGHT OF WAY DATA SHEET**

**RIGHT OF WAY DATA SHEET FOR LOCAL PUBLIC AGENCIES**

17-EX-21 (NEW 12/2007)

(Form #)

Page 1 of 5

To: District Division Chief  
Division of Right of Way and Land Surveys

Date: 11/11/15

Attention: District Branch Chief  
R/W Local Programs

Co. INYO Rte. Various  
Lone Pine Streets Rehabilitation

Subject: **RIGHT OF WAY DATA SHEET - LOCAL PUBLIC AGENCIES**

**Project Description:**

Right of way necessary for the subject project will be the responsibility of: Inyo County

The information in this data sheet was developed by: Michael Collins, Eastern Sierra Engineering

**I. Right of Way Engineering**

Will Right of Way Engineering be required for this project?

- No X
- Yes \_\_\_\_\_

- Hard copy (base map) \_\_\_\_\_
- Appraisal map \_\_\_\_\_
- Acquisition Documents \_\_\_\_\_
- Property Transfer Documents \_\_\_\_\_
- R/W Record Map \_\_\_\_\_
- Record of Survey \_\_\_\_\_

**II. Engineering Surveys**

1. Is any surveying or photogrammetric mapping required?

No X Yes \_\_\_\_\_ (Complete the following.)

2. Datum Requirements

Yes X Project will adhere to the following criteria:

- Horizontal - datum policy is NAD 83, CA-HPGN, EPOCH 1991.35 and English system of units and measures.
- Vertical - datum policy is NAVD 88.
- Units - metric is not required.

No \_\_\_\_\_ Provide an explanation on additional page.

3. Will land survey monument perpetuation be scoped into the project, if required?

Yes X

No \_\_\_\_\_ Provide explanation on additional page.

R/W Data Sheet - Local Public Agencies  
 Page 2 of 5

III. **Parcel Information (Land and Improvements)**

Are there any property rights required within the proposed project limits?

No X Yes \_\_\_\_\_ (Complete the following.)

	Part Take	Full Take	Estimate \$
A. Number of Vacant Land Parcels	_____	_____	\$ _____
B. Number of Single Family Residential Units	_____	_____	\$ _____
C. Number of Multifamily Residential Units	_____	_____	\$ _____
D. Number of Commercial/Industrial Parcels	_____	_____	\$ _____
E. Number of Farm/Agricultural Parcels	_____	_____	\$ _____
F. Permanent and/or Temporary Easements	_____	_____	\$ _____
G. Other Parcels (define in "Remarks" section)	_____	_____	\$ _____
Totals	_____	_____	\$ _____

Provide a general description of the right of way and excess lands required (zoning, use, improvements, critical, or sensitive parcels, etc.).

IV. **Dedications**

Are there any property rights which have been acquired, or anticipate will be acquired, through the "dedication" process for the Project?

No X Yes \_\_\_\_\_ (Complete the following.)

Number of dedicated parcels \_\_\_\_\_

Have the dedication parcel(s) been accepted by the municipality involved?

V. **Excess Lands / Relinquishments**

Are there Caltrans property rights which may become excess lands or potential relinquishment areas?

No X Yes \_\_\_\_\_ (Provide an explanation on additional page.)

R/W Data Sheet - Local Public Agencies  
Page 3 of 5

VI. **Relocation Information**

Are relocation displacements anticipated?

No X Yes \_\_\_\_\_ (Complete the following.)

A. Number of Single Family Residential Units	_____	
Estimated RAP Payments		\$ _____
B. Number of Multifamily Residential Units	_____	
Estimated RAP Payments		\$ _____
C. Number of Business/Nonprofit	_____	
Estimated RAP Payments		\$ _____
D. Number of Farms	_____	
Estimated RAP Payments		\$ _____
E. Other (define in the "Remarks" section)	_____	
Estimated RAP Payments		\$ _____
Totals	_____	\$ _____

VII. **Utility Relocation Information**

Do you anticipate any utility facilities or utility rights of way to be affected?

No X Yes \_\_\_\_\_ (Complete the following.)

Facility	Owner	Estimated Relocation Expense		
		State Obligation	Local Obligation	Utility Owner Obligation
A.		\$	\$	\$
B.		\$	\$	\$
C.		\$	\$	\$
D.		\$	\$	\$
E.		\$	\$	\$
F.		\$	\$	\$
Totals		\$	*	\$
Number of facilities				

\*This amount reflects the estimated total financial obligation by the State.

Any additional information concerning utility involvement on this project?

R/W Data Sheet - Local Public Agencies  
Page 4 of 5

VIII. **Rail Information**

Are railroad facilities or railroad rights of way affected?

No X Yes \_\_\_\_\_ (Complete the following.)

Describe railroad facilities or railroad rights of way affected.

Owner's Name	Transverse Crossing	Longitudinal Encroachment
A.		
B.		

Discuss types of agreements and rights required from the railroads. Are grade crossings that require services contracts, or grade separations that require construction and maintenance agreements involved?

IX. **Clearance Information**

Are there improvements that require clearance?

No X Yes \_\_\_\_\_ (Complete the following.)

A. Number of Structures to be Demolished \_\_\_\_\_  
Estimated Cost of Demolition \$ \_\_\_\_\_

X. **Hazardous Materials/Waste**

Are there any site(s) and/or improvements(s) in the Project Limits that are known to contain hazardous materials? None X Yes \_\_\_\_\_ (Explain in the "Remarks" section.)

Are there any site(s) and/or improvement(s) in the Project Limits that are suspected to contain hazardous waste? None X Yes \_\_\_\_\_ (Explain in the "Remarks" section.)

XI. **Project Scheduling**

	Proposed lead time	Completion date
* Preliminary Engineering, Surveys	_____ (months)	_____
* R/W Engineering Submittals	_____ (months)	N/A
* R/W Appraisals/Acquisition	_____ (months)	N/A
Proposed Environmental Clearance		_____
Proposed R/W Certification		_____

R/W Data Sheet - Local Public Agencies  
Page 5 of 5

**XII. Proposed Funding**

	Local	State	Federal	Other
Acquisition	\$0	\$0	N/A	N/A
Utilities	\$0	\$0	N/A	N/A
Relocation Assistance Program	\$0	\$0	N/A	N/A
R/W Support	\$0	\$1000	N/A	N/A
Cost (Eng. Appraisals, etc.)	\$0	\$1000	N/A	N/A

**XIII. Remarks**

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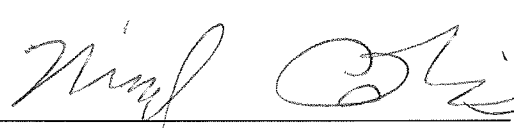
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Project Sponsor Consultant  
Prepared by:  
  
Michael Collins P.E., Eastern Sierra  
Engineering

---




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11/13/15

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Date

Project Sponsor  
Reviewed and Approved by:  
  
Chantel Brown, Inyo County

---



---



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Date

Caltrans  
Reviewed and approved based on information provided to date:

---

Caltrans District Branch Chief  
Local Programs  
Division of Right of Way

Date

**ATTACHMENT E**  
**TRAFFIC ENGINEERING**  
**PERFORMANCE ASSESSMENT**



November 12, 2015

**TRAFFIC ENGINEERING PERFORMANCE ASSESSMENT  
LONE PINE, CA**

**SUMMARY OF PRELIMINARY FINDINGS & RECOMMENDATIONS**

The project study area and roadways examined in this report are highlighted in **Figure 1**. These roads within Lone Pine, CA, have received regular crack sealing and spot patching for over five decades, and many have deteriorated to the point of needing pavement reconstruction.



Figure 1 Study Area and Roadway

(source: Eastern Sierra Engineering)

**Existing Traffic Conditions**

Traffic Works conducted a field survey and inventory of traffic control devices present (striping, signs, signals, parking, sidewalks, etc.) on the study roadways, as well as an inspection of general roadway surface conditions. We also recorded video of the study streets in a drive through. The relevant information is summarized in **Table 1** below.

**TABLE 1. LONE PINE TEPA INVENTORY OF STREETS**

	Speed Limit	Road Width	Striping Exist?	Side Walks?	Parking?	Cross Walks?	Ped or Bike Lanes?	Asphalt Cond?	Traffic Signs?	Signals?	
1	Brewery St	None prima facie	28	NONE	short sections	yes, not striped	NONE	NONE	severely rough, broken, cracked, much patchwork	Stop Signs	NONE
2	W. Post St	None prima facie	59	some centerline	short sections	yes, some angled	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
3	Tim Holt St	None prima facie	55	some centerline	short sections	yes, not striped	NONE	NONE	severely rough, broken, cracked, much patchwork	Stop Signs	NONE
4	E Mountain View St	None prima facie	56	some centerline	short sections	yes, some angled	NONE	NONE	severely rough, broken, cracked, much patchwork	Stop Signs	NONE
5	E. Post St	None prima facie	52	some centerline	longer sections	yes, some perpind.	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
6	E. Muir St	25 mph School	34	some centerline	longer sections	NO PARKING	Yes Yellow School	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
7	N. Lone Pine Ave	None prima facie	49	NONE	short sections	yes, not striped	Yes Yellow School	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
8	S. Lone Pine Ave	None prima facie	48	NONE	short sections	yes, some angled	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
9	N. Mt. Whitney Dr	None prima facie	59	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
10	S. Mt. Whitney Dr	None prima facie	58	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, broken, cracked, patchwork	Stop Signs	NONE
11	N. Lake View St	None prima facie	37	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, cracked and filled	Stop Signs	NONE
12	S. Lake View St	None prima facie	45	NONE	short sections	yes, not striped	NONE	NONE	moderately rough, cracked and filled	Stop Signs	NONE

Source: Traffic Works, LLC

Traffic volumes on the study area roadways were observed to be very low. See **Table 2**, Lone Pine Street Volumes, for details on each street. These low traffic volumes result from several factors including:

- The community is a remote rural community.
- The small geographic size of the community (about 150 acres) which is a pocket of residential development of less than 500 homes and commercial strip development on US 395.
- Commercial development primarily along US 395 is within a few blocks of any home in the cluster, and walking or biking to stores and commercial establishments is a convenient possibility.
- The Lone Pine High School is equally close to homes (within a few blocks) so that walking or biking are more common (as we observed during our field visit).
- The average distance between any residential home and the nearest commercial establishment in the small community is about one quarter mile, or a four minute walk or 1 minute bike ride.
- Gas prices about 40% higher than California State average<sup>1</sup>.

<sup>1</sup> <https://www.gasbuddy.com/GasPrices/California>

Each street is primarily a residential street with single family homes fronting the street. Ample parking is possible on all study streets with the exception of one: Muir Street. Muir Street fronts the north side of the Lone Pine High School and has parking restrictions.



Figure 2 Bus Loading Zone on Muir St.

There is a yellow bus loading zone for school bus staging on the south side of Muir Street and other parking prohibitions in the same block. Traffic volumes for the residential streets shown in **Table 2** were estimated using ITE Trip Generation Rates for single family residences adjusted for rural conditions<sup>2</sup>. These estimated volumes are conservatively high.

**TABLE 2. LONE PINE STREET VOLUMES**

		Peak Hour Volume	Daily ADT Volume	Level of Service
1	Brewery St	20	160	LOS A
2	W. Post St	75	600	LOS A
3	Tim Holt St	50	400	LOS A
4	E Mountain View St	150	1200	LOS A
5	E. Post St	150	1200	LOS A
6	E. Muir St	250	2000	LOS A
7	N. Lone Pine Ave	100	800	LOS A
8	S. Lone Pine Ave	150	1200	LOS A
9	N. Mt. Whitney Dr	50	400	LOS A
10	S. Mt. Whitney Dr	100	800	LOS A
11	N. Lake View St	25	200	LOS A
12	S. Lake View St	50	400	LOS A

source: Traffic Works, LLC

**Pavement Conditions**

The current pavement condition on the project streets is fair to poor. There is severe chipping, numerous patches, existing open cracking, rough aggregate rock exposure, uneven surfaces, etc., and each road has received some maintenance with regular crack sealing and patching for over 5 decades. The roadways are in a poor condition having deteriorated to the point of needing pulverizing and a new 2.5” overlay installation of hot asphalt concrete.



Figure 3 Example of Cracking Pavement, typical

<sup>2</sup> Daily trip rate estimated at 8 trips per DU

**Safety Considerations**

We obtained traffic accident data from the SWITRS database using the TIMS website<sup>3</sup> for roadways within the study area to review what kind of accidents have taken place on the study area roadways. There have been only two minor accidents on any of the study streets in the past 5 years (from 2009 to 2014), one in 2012 and another in 2014. Both of these accidents were on Lake Street and are detailed in **Table 3** below.

**Table 3. Traffic Accidents in Study Area, Past 5 Years (2009-2014)**

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>County</b></td> <td style="width: 20%;">INYO</td> <td style="width: 15%;"><b>City</b></td> <td style="width: 50%;">UNINCORPORATED</td> </tr> <tr> <td><b>Date (Y-M-D)</b></td> <td>2012-09-29</td> <td><b>Time</b></td> <td>02:34</td> </tr> <tr> <td><b>Nearby Intersection</b></td> <td colspan="3">LAKE VIEW ST &amp; POST ST</td> </tr> <tr> <td><b>Coordinate Location</b></td> <td colspan="3">36.6036560599, -118.057634749</td> </tr> <tr> <td><b>State Highway</b></td> <td>N</td> <td><b>Route</b></td> <td>-</td> </tr> <tr> <td><b>Postmile</b></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td><b>Injured Victims</b></td> <td>1</td> <td><b>Fatalities</b></td> <td>0</td> </tr> <tr> <td><b>Alcohol</b></td> <td>NO</td> <td><b>Weather</b></td> <td>Clear</td> </tr> <tr> <td><b>Primary Collision Factor</b></td> <td>Improper Turning</td> <td><b>Involved with</b></td> <td>Other Motor Vehicle</td> </tr> </table>	<b>County</b>	INYO	<b>City</b>	UNINCORPORATED	<b>Date (Y-M-D)</b>	2012-09-29	<b>Time</b>	02:34	<b>Nearby Intersection</b>	LAKE VIEW ST & POST ST			<b>Coordinate Location</b>	36.6036560599, -118.057634749			<b>State Highway</b>	N	<b>Route</b>	-	<b>Postmile</b>			-	<b>Injured Victims</b>	1	<b>Fatalities</b>	0	<b>Alcohol</b>	NO	<b>Weather</b>	Clear	<b>Primary Collision Factor</b>	Improper Turning	<b>Involved with</b>	Other Motor Vehicle	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>County</b></td> <td style="width: 20%;">INYO</td> <td style="width: 15%;"><b>City</b></td> <td style="width: 50%;">UNINCORPORATED</td> </tr> <tr> <td><b>Date (Y-M-D)</b></td> <td>2014-01-17</td> <td><b>Time</b></td> <td>17:39</td> </tr> <tr> <td><b>Nearby Intersection</b></td> <td colspan="3">LOCUST ST &amp; LAKE VIEW ST</td> </tr> <tr> <td><b>Coordinate Location</b></td> <td colspan="3">36.6084, -118.05810373</td> </tr> <tr> <td><b>State Highway</b></td> <td>N</td> <td><b>Route</b></td> <td>-</td> </tr> <tr> <td><b>Postmile</b></td> <td></td> <td></td> <td>-</td> </tr> <tr> <td><b>Injured Victims</b></td> <td>1</td> <td><b>Fatalities</b></td> <td>0</td> </tr> <tr> <td><b>Alcohol</b></td> <td>YES</td> <td><b>Weather</b></td> <td>Clear</td> </tr> <tr> <td><b>Primary Collision Factor</b></td> <td>Driving or Bicycling Under the Influence of Alcohol or Drug</td> <td><b>Involved with</b></td> <td>Fixed Object</td> </tr> </table>	<b>County</b>	INYO	<b>City</b>	UNINCORPORATED	<b>Date (Y-M-D)</b>	2014-01-17	<b>Time</b>	17:39	<b>Nearby Intersection</b>	LOCUST ST & LAKE VIEW ST			<b>Coordinate Location</b>	36.6084, -118.05810373			<b>State Highway</b>	N	<b>Route</b>	-	<b>Postmile</b>			-	<b>Injured Victims</b>	1	<b>Fatalities</b>	0	<b>Alcohol</b>	YES	<b>Weather</b>	Clear	<b>Primary Collision Factor</b>	Driving or Bicycling Under the Influence of Alcohol or Drug	<b>Involved with</b>	Fixed Object
<b>County</b>	INYO	<b>City</b>	UNINCORPORATED																																																																						
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Source: TIMS and SWITRS

The first accident was due to improper turning and involved two vehicles at 2:34 am, resulting in one injury. The second accident was a drunk driver who hit a fixed object at 5:39 pm at the intersection of Locust Street, and there was one injury. All other study roadways did not have any accidents. These accidents do not seem to indicate any relation to an unsafe roadway condition. There is no common pattern between these two accidents. They appear to be representative of careless or irresponsible driving. No changes to traffic control devices are recommended based on the traffic accident data.

**Proposed Project**

The project proposal is to repave all roadways in the study area generally with a 2.5 inch overlay of hot asphalt mix (HMA) pavement. Bike lanes are being considered and may be striped on the new pavement as an alternative feature. The purpose of this project is to restore the pavement and extend the service life of the roadway by at least twenty years and eliminate the need for continued major maintenance.

The project is considering that bike lane striping be installed on:

1. The entire north-south distance of Lone Pine Avenue
2. The entire north-south distance of Lake View Street

<sup>3</sup> <http://tims.berkeley.edu/>

3. The entire east-west distance of E. Mountain View Street
4. The entire east-west distance of E. Post Street

This bike lane striping installment would offer convenient connectivity to all neighborhood streets and will help to better define the edge line of vehicle traffic travel lanes for cars, while delineating a travel path for bikes. Pedestrians will also benefit from the implementation of improvements relating to complete streets principles. The end result of this will be an improvement in safety and will help to encourage alternative modes of travel.

### **Future Traffic Considerations**

No traffic volume forecasting or operations/capacity analysis has been prepared at this time since the project does not intend to modify travel capacity or intersection lane configurations in any way. The project will help enhance safety for cyclists and pedestrians, and at the same time should have a positive effect of lowering vehicle miles traveled (VMT) for the study area roadways (as bike and pedestrian traffic is supported and encouraged).

### **Preliminary Assessment Findings**

The project would improve bicycle and pedestrian safety by better defining travel lanes for vehicles and bikes and pedestrians. It would also improve circulation opportunities, consistent with complete street goals, by providing these separated multi-modal facilities. Bicycles must currently share the road with vehicles, with no definition of travel lanes or even centerline striping. All roadways have a prima facie speed limit of 25 mph, and 15 mph at intersections where there is not a stop sign.

The project should, and proposes to, evaluate and reinstall all existing marked school crosswalks on Muir Street and Lone Pine Avenue near to the Lone Pine High School. Where curbs exist, the crosswalks should be matched up with ADA compliant sidewalk/ramp installations. The project should identify the best location for the uncontrolled pedestrian crossings located on Lone Pine Avenue and Muir Street.

The project is not anticipated to cause any significant operational issues. The traffic volumes on all streets are so low that all locations are currently at LOS A conditions at all times of the day. Pedestrian crossing volumes are expected to be very low and the potential delay increases also very low.

Bus Loading Zones and parking along Muir Street on the south side of the roadway adjacent to the school has the potential to crowd Muir St. which only has a 34 foot width. The bus lane should be clearly delineated to help prevent buses from partially blocking the road.

A sidewalk with curb and gutter should be installed on the south side of Muir Street along the north edge of the Lone Pine High School property line. Currently bikes must share the road with no delineation, and pedestrians have a very narrow dirt path along a fence, with vehicles sometimes parking and blocking the path. The existing fence on the school property could be moved back slightly to make room for a standard width sidewalk along this section of Muir Street. Parking along the south side of Muir Street should be prohibited for the entire length of the Lone Pine High School campus. It is possible that parallel parking can take place along the north edge of Muir Street. This should be evaluated in further detail.

## SCOPE OF FUTURE TRAFFIC ENGINEERING STUDIES, ACTIVITIES, & TASKS

Based on the proposed project elements and preliminary findings, it seems prudent that the ES&P/future phase for this project include the following traffic engineering related evaluations:

- School Circulation Plan. As the project moves into design, it will be important to re-evaluate and define the best crosswalk locations, parking zones, loading zones, walking routes along Muir Street, and introduce pedestrian accessible ramps. A cohesive multi-modal circulation plan should be developed for Muir Street adjacent to Lone Pine High School. During peak traffic, Muir St. may back up from US 395 into Lone Pine Ave. because of the short distance. The circulation study should examine traffic operations in this area between US 395 and Lone Pine Ave. to ensure that crosswalks are not blocked by traffic.
- School Zone Signage Striping Assessment. The existing school zone signage, striping, and advance crosswalk signage should be revisited and updated to current CA MUTCD guidelines. This should be completed after the circulation plan has been created for consistency.
- Additional consideration should be given to striping white edge lines, or bike lanes, to delineate the travel space and leave walking/biking/parking space on the sides of the roadways. Future project phases should define and justify the preferred treatment.
- Coordinate with Caltrans regarding a Transportation Management Plan Data Sheet, if one is required in the process.

Sincerely,  
TRAFFIC WORKS, LLC



Grant P. Johnson, TE  
Principal



# **ATTACHMENT F**

## **STORM WATER DATA REPORT**



Dist-County-Route: INYO - VARIOUS \_\_\_\_\_

Post Mile Limits: Var. \_\_\_\_\_

Project Type: Rehabilitation \_\_\_\_\_

Project ID (or EA): Lone Pine Streets Rehabilitation \_\_\_\_\_

Program Identification: \_\_\_\_\_

- Phase:  PID
- PA/ED
- PS&E

Regional Water Quality Control Board(s): Lahontan RWQCB \_\_\_\_\_

- 1. Is the project required to consider incorporating Treatment BMPs? Yes  No
- 2. Does the project disturb 5 or more acres of soil? Yes  No
- 3. Does the project disturb more than 1 acre of soil and not qualify for the Rainfall Erosivity Waiver? Yes  No
- 4. Does the project potentially create permanent water quality impacts? Yes  No
- 5. Does the project require a notification of ADL reuse Yes  No

If the answer to any of the preceding questions is "Yes", prepare a Long Form – Storm Water Data Report.

Estimate Construction Start Date: 2020 \_\_\_\_\_ Construction Completion Date: 2020 \_\_\_\_\_

Separate Dewatering Permit (if yes, permit number) Yes  Permit # \_\_\_\_\_ No

Erosivity Waiver Yes  Date: \_\_\_\_\_ No

This Short Form – Storm Water Data Report has been prepared under the direction of the following Licensed Person. The Licensed Person attests to the technical information contained herein and the data upon which recommendations, conclusions, and decisions are based. Professional Engineer or Landscape Architect stamp required at PS&E.

11/13/15

Michael R. Collins, Registered Project Engineer

Date

I have reviewed the stormwater quality design issues and find this report to be complete, current and accurate:

[Stamp Required for PS&E only]

\_\_\_\_\_  
[Name), District/Regional SW Coordinator or Designee

Date



## 1. Project Description

- The purpose of this Project is to preserve, extend the life, and improve ride quality of the streets in Lone Pine, CA. The complete width of Brewery St. and E. Muir St. would be pulverized and paved with 2.5 inches of new hot mix asphalt (HMA) pavement. All other streets would be pulverized and repaved with 2.5 inches new HMA pavement along the center 24 feet. The shoulders of these roads would be crack -sealed, paved with a HMA leveling course and slurry seal coated. Bike Lanes are proposed to be striped on existing roadway on South St., Lone Pine Av., and Lake View St. Improved Eastern Sierra Transit Authority (ESTA) Bus Loading will be delineated on E. Muir St. Existing Pedestrian Ramps adjacent to the project area would be upgraded to ADA standards. All work will be restricted to paved surfaces and approved contractor use areas.
- This project does not have the potential to create water quality impacts because all potential sources of contamination will be contained within the construction area and all construction will occur in the existing roadway or sidewalk. This project does not require any earthwork or soil disruption that would discharge sediment.
- Per the EPA definition for The Construction General Permit (CGP), this project is considered routine maintenance because it solely maintains the original line and grade, hydraulic capacity and original purpose of the facility. This project is therefore exempt from The Disturbed Soil Area calculation and The CGP.
- There are no live water crossing underneath the roadways included in this project.

## 2. Construction Site BMPs

- Detailed construction site BMPs will be developed during the PS&E phase of the project. Inlet Protection and Job Site Management items have been included for cost estimate during the PID phase.

## 3. Required Attachments<sup>1</sup>

- Vicinity Map
- Evaluation Documentation Form

---

<sup>1</sup> Additional attachments may be required as applicable or directed by the District/Regional Design Storm Water Coordinator (e.g. BMP line item estimate, DPP, CS checklists, etc).





ROADWAY REHABILITATION AREA

Plans Prepared by:  
**EASTERN SIERRA ENGINEERING**  
 CIVIL ENGINEERING & CONSTRUCTION SERVICES  
 4515 TOWNE DRIVE, SUITE A MAIN: (775) 828-7220  
 RENO, NV 89521 FAX: (775) 828-7221

Plans Prepared For:  
 INYO COUNTY  
 PUBLIC WORKS  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

LONE PINE PROJECT STUDY REPORT  
 ATTACHMENT B

Date:  
 11-11-15

PROJECT MAP

Drawing Name:

SHEET 1 OF 1

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES

Revised By:										
Date:										

Project Engineer:  
 MRC

Checked By: SWJ  
 Date: 11-11-15

Designed by:  
 MRC 11-3-15

Drawn by: MRC  
 Date: 11-3-15



## Evaluation Documentation Form

DATE: 11/11/15

Project ID : Lone Pine Streets Rehabilitation

NO.	CRITERIA	YES ✓	NO ✓	SUPPLEMENTAL INFORMATION FOR EVALUATION
1.	Begin Project Evaluation regarding requirement for consideration of Treatment BMPs	✓		See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs. Go to 2
2.	Is this an emergency project?		✓	If <b>Yes</b> , go to 10. If <b>No</b> , continue to 3.
3.	Have TMDLs or other Pollution Control Requirements been established for surface waters within the project limits? Information provided in the water quality assessment or equivalent document.		✓	If <b>Yes</b> , contact the District/Regional NPDES Coordinator to discuss the Department's obligations under the TMDL (if Applicable) or Pollution Control Requirements, go to 9 or 4.  _____ (Dist./Reg. SW Coordinator initials) If <b>No</b> , continue to 4.
4.	Is the project located within an area of a local MS4 Permittee?		✓	If <b>Yes</b> . ( <i>write the MS4 Area here</i> ), go to 5. If <b>No</b> , document in SWDR go to 5.
5.	Is the project directly or indirectly discharging to surface waters?		✓	If <b>Yes</b> , continue to 6. If <b>No</b> , go to 10.
6.	Is it a new facility or major reconstruction?			If <b>Yes</b> , continue to 8. If <b>No</b> , go to 7.
7.	Will there be a change in line/grade or hydraulic capacity?			If <b>Yes</b> , continue to 8. If <b>No</b> , go to 10.
8.	Does the project result in a <u>net increase of one acre or more of new impervious surface</u> ?			If <b>Yes</b> , continue to 9. If <b>No</b> , go to 10.  _____ (Net Increase New Impervious Surface)
9.	Project is required to consider approved Treatment BMPs.			See Sections 2.4 and either Section 5.5 or 6.5 for BMP Evaluation and Selection Process. Complete Checklist T-1 in this Appendix E.
10.	Project is not required to consider Treatment BMPs.  _____(Dist./Reg. Design SW Coord. Initials) _____(Project Engineer Initials) _____(Date)	✓		Document for Project Files by completing this form, and attaching it to the SWDR.

1 See Figure 4-1, Project Evaluation Process for Consideration of Permanent Treatment BMPs

**ATTACHMENT G**  
**PRELIMINARY ENVIRONMENTAL**  
**ANALYSIS REPORT**



# PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT

## 1. Project Information

District 9	County INY	Route Various	PM N/A	EA
Project Title: <i>Brief descriptive phrase, e.g., CAPM, Curve Re-alignment, Passing Lane, etc.</i> Lone Pine Town Rehabilitation and Bicycle Lanes Project				
Project Manager Chantel Brown			Phone # 760-878-0204	
Project Engineer Eastern Sierra Engineering			Phone # 775-828-7220	
Environmental Office Chief/Manager Angela Calloway			Phone # 760-872-0601	
PEAR Preparer Panorama Environmental, Inc.			Phone # 650-373-1200	

## 2. Project Description

### Purpose and Need

*Write a concise statement of the project purpose and need. It should be consistent with the purpose and need statement in the PSR.*

#### **Purpose:**

The purpose of this project is to restore road pavement to good service condition and ride quality in the Town of Lone Pine. The project will extend the service life of the roadway by at least ten years and will eliminate the need for continued major maintenance. It will also include striping bike lanes on East and West Post Street, North and South Lone Pine Avenue, and North and South Lake View Street. Bus parking on East Muir Street will be improved. Three existing pedestrian ramps adjacent to the project area will be upgraded to ADA standards.

#### **Need:**

The pavement is in need of capital maintenance work to provide relief from maintenance.

### Description of work

*Write a brief summary of the proposed work that will be done. Include work required that is incidental to the project, such as: access roads, utility relocation, de-watering, etc.*

The project involves roadway improvements to twelve streets (approximately 2.75 miles of roadway) in the town of Lone Pine, Inyo County, California. Improvements include roadway reconstruction and resurfacing and striping of shoulders, vehicle lanes, and bicycle lanes. The roads included in the project include:

- E Mountain View Street
- Brewery Street
- N Mt. Whitney Drive
- S Mt. Whitney Drive
- E Post Street

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- W Post Street
- Tim Holt Street
- N Lone Pine Avenue
- S Lone Pine Avenue
- N Lake View Street
- S Lake View Street
- E. Muir Street

The project impact area would include these twelve streets and would extend approximately 30 feet in each direction from the roadway centerline, for a 60-foot-wide area that includes the entire street width. The project area does not extend beyond the shoulder of the roadway.

Project activities on Brewery Street and E. Muir Street would include:

- Pulverization of asphalt concrete pavement of the complete roadway width
- Installation of 2.5 inches of new hot-mix asphalt (HMA) pavement on the complete roadway width

Project activities on the remaining streets would include:

- Pulverization of asphalt concrete pavement on the center 24-foot width of the streets
- Installation of 2.5 inches of new HMA pavement on the center 24-foot width
- Sealing random cracks and installing a hot-mix asphalt leveling course on existing pavement that will not be pulverized (remaining 6 feet of roadway in APE)
- Installation of a seal coat (slurry) on the entire approximate 60-foot width of the streets
- Installation of concrete ADA ramps
- Installation new drop inlets

All roads within the project area would receive the following:

- Replacement of roadside signs
- Painting pavement markings including vehicle and/or bus parking delineation

Bike lanes are proposed to be striped on both sides of the 24-foot center travel way on the existing roadway of East and West Post Street, North and South Lone Pine Avenue, and North and South Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) Bus Loading will be delineated on E. Muir Street.

### **Alternatives**

*Identify all project alternatives (including no-build). If alternatives are no longer being considered, state why. Do not select or identify a preferred alternative. Describe each alternative still under consideration.*

*Alternative 1:* Alternative 1 is described above.

*Alternative 2:* This alternative involves the same twelve roadways included in the project description above for Alternative 1. Under Alternative 2, the complete width of all streets in the project limits would be pulverized and repaved with 2.5 inches of new HMA pavement. Roadside signs would be replaced and the new pavement would be painted with vehicle and bus parking delineation.

Bike lanes would be striped on both sides of the 24-foot center travel way on the existing roadway of East and West Post Street, North and South Lone Pine Avenue, and North and South

Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) Bus Loading will be delineated on E. Muir Street.

*Additive Alternate:* This activity could be added to the proposed project and Alternative 1. The Additive Alternate includes upgrading all existing pedestrian facilities in the project area to ADA standards.

*No Build:* The No Build Alternative would retain the twelve roadways in the Town of Lone Pine in their current condition. Regular maintenance would continue; however, maintenance of the roads would become more frequent and costly due to the deteriorating roadway materials.

### 3. Anticipated Environmental Approval

Check the anticipated environmental determination or document for the proposed project in the table below.

CEQA		NEPA	
<b>Environmental Determination</b>			
Statutory Exemption	<input type="checkbox"/>		
Categorical Exemption	<input checked="" type="checkbox"/>	Categorical Exclusion	<input type="checkbox"/>
<b>Environmental Document</b>			
Initial Study or Focused Initial Study with proposed Negative Declaration (ND) or Mitigated ND	<input type="checkbox"/>	Routine Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
		Complex Environmental Assessment with proposed Finding of No Significant Impact	<input type="checkbox"/>
Environmental Impact Report	<input type="checkbox"/>	Environmental Impact Statement	<input type="checkbox"/>
CEQA Lead Agency (if determined):		Inyo County	
Estimated length of time (months) to obtain environmental approval:		3 months	
Estimated person hours to complete identified tasks:		TOTAL (pre-construction): 168 hours	

### 4. Special Environmental Considerations

For each viable alternative, summarize below any special processes such as NEPA/404, seasonal constraints, Section 7, Section 4(f) that may affect project delivery and require unusual, exceptional, or extended environmental processes.

The project would be located in the town of Lone Pine, California, and involves the demolition of existing roadway surface materials and construction of new roadway materials in the same location. No special-status species are expected to occur in the project area as no vegetation or undisturbed areas would be impacted by project activities. Two drainages are located adjacent to the project area on N. Mt. Whitney Street and N. Lake View Drive; however, construction of Alternative 1 would not impact these drainages because the outer 6 feet of roadway would not be demolished. Construction of Alternative 2 is also not anticipated to impact the drainages because the demolition activities would not include any part of the drainage. Preventative BMPs would be in place to ensure that there are no impacts to water quality. Therefore, complex processes such as certification under Section 404 of the Clean Water Act (CWA), and consultation under Section 7 of the Endangered Species Act are not anticipated.

Construction of either alternative has the potential to impact buried archaeological cultural resources if excavation is deeper than existing fill. A preconstruction literature review and records search would be conducted to assess the sensitivity of the project vicinity. An archaeological monitor would be on site during the demolition phase of construction to ensure that any previously undiscovered resources are properly recorded and preserved.



The Additive Alternative includes ADA improvements to pedestrian facilities and would not require any special environmental considerations. ADA improvements would not change the footprint or level of excavation of the project area.

## **5. Anticipated Environmental Commitments**

*For each viable alternative, prepare briefly summarize the anticipated environmental commitments by impacted resource. If commitments have been made, include a copy of the ECR. For standard PSRs, include a cost estimate for each environmental commitment. Include the total cost of all environmental commitment costs in Item 8. PSR Summary Statement below. Reference PEAR Environmental Commitments Cost Estimate.*

Alternative 1, Alternative 2, and the Additive Alternative would require the same level of environmental documentation. The following environmental commitments apply to the proposed project and both alternatives.

The appropriate level of environmental documentation to be prepared during the Project Approval and Environmental Document (PA&ED) phase of project development would be a categorical exemption (CatEx) under Section 15301(d) of the California Environmental Quality Act (CEQA).

*Estimated time to complete CatEx: 1 month*

*Estimated cost: \$800*

A cultural resources literature and records search would be conducted to identify any known resources in the project area. A technical memo identifying potential project impacts and applicable avoidance measures would be prepared.

*Estimated time to complete cultural resources memo: 3 months*

*Estimated cost: \$6,860*

A noise technical analysis and impact memo would be prepared. It would include anticipated construction noise levels. The memo would identify noise minimization techniques to reduce noise levels at sensitive receptors.

*Estimated time to complete noise memo: 1 month*

*Estimated cost: \$2,350*

A cultural resources monitor would likely be required during ground disturbing construction activities. The cultural resources monitor would direct construction personnel in the event that previously undiscovered resource is encountered during construction.

*Estimated time to complete monitoring: Construction period*

*Estimated cost: \$6,000*

## **6. Permits and Approvals**

*Include timelines for acquiring permits or agreements. Reference PEAR Environmental Commitments Cost Estimate.*

Project construction activities for the proposed project and alternatives would not impact drainages adjacent to the project area or result in a fill into waters of the United States or the State; therefore, no authorizations from California Department of Fish and Wildlife, the Regional Water Quality Control Board, or U.S. Army Corps of Engineers would be required.

A National Pollutant Discharge Elimination System (NPDES) permit would be obtained by the construction contractor one week prior to construction to address stormwater surface discharge during construction activities. The permit would require that a Stormwater Pollution Prevention Plan (SWPPP) be prepared that includes best management practices to control stormwater pollution. The permit would be required for construction of Alternative 1 or Alternative 2.

*Estimated time to prepare SWPPP and obtain permit: 3 weeks*

*Estimated cost: \$9,500*

## **7. Level of Effort: Risks and Assumptions**

*See Section 5.2 PEAR Handbook regarding important considerations that can affect the level of effort and resources needed not only for the environmental document but also for the PEAR scoping document.*

### **Assumptions:**

- Study limits and design have been fully defined by Inyo County Department of Public Works and will remain unchanged throughout the project study period
- No widening of roads will be required
- No right-of-way acquisition is required for the proposed project
- State and local funding will be available to fund the project
- No federal funding will fund the project
- No NEPA document will be required
- There will be no significant impacts that require mitigation and the project qualifies for a Categorical Exemption under CEQA
- The project will not impact any waters and no permits will be required

### **Biological Resources:**

- No federally or state-listed plant and wildlife species occur in the project area
- Preconstruction nesting bird surveys will be required

### **Cultural Resources:**

- A records search will be completed for the project area
- A cultural monitor will be on site during construction
- No cultural field studies will be required
- Native American consultation is not required

### **Risks:**

- Requirement to initiate informal and possibly formal consultation with the U.S. Fish and Wildlife Service on federally-protected species. Formal or informal consultation could impact the project schedule for 6 months. *Probability of occurrence is very low. The impact on the schedule is moderate to high.*
- Requirement to conduct additional surveys for special-status species and migratory bird nests. Additional surveys, including pre-construction surveys, could delay the project construction schedule coincidental with the nesting season (February to October). *Probability of occurrence is moderate. The impact on the schedule is low.*
- If cultural resources are found during construction and determined to be eligible for the California Register of Historic Places (CRHP), construction work would need to stop in the vicinity of the find (within 100 feet) until it can be evaluated by an archaeologist and the appropriate avoidance, preservation in place, or recordation steps are taken, which could take 3-4 months or more to resolve. Construction work outside of the find could continue. *Probability of occurrence is low. The impact on the schedule is moderate to high.*

- Delays in review schedule leading to delays in the overall project schedule. *Probability of occurrence is low. Impact on schedule is low.*
- If unforeseen issues of hazardous waste or traffic impacts are encountered, then increased project costs, schedule delay (up to 6 months) may occur. *Probability of occurrence is low. Impact on schedule is moderate.*

## **8. PEAR Technical Summaries**

*Use brief paragraphs focused on topics that will need environmental review. Indicate the absence of issues to document that they were considered. Refer to the Environmental Studies Checklist when preparing the following summaries. Make a separate statement for each viable alternative. See the PEAR Handbook Exhibit 3 for examples. These paragraphs should be based upon the technical summary provided by each specialist to the generalist who is writing the PEAR.*

- 8.1 Land Use: None of the project alternatives would affect land uses. The project involves resurfacing twelve existing roadways and adding bike lanes to three of these roadways.
- 8.2 Growth: None of the project alternatives activities would encourage growth as infrastructure is not being expanded; only repaired. The project alternatives proposed would address safety on these twelve roadways.
- 8.3 Farmlands/Timberlands: No farmlands or timberlands are present within or adjacent to the project area.
- 8.4 Community Impacts: None of the alternatives would require relocation of any homes or other community impacts. Construction of the proposed project would require full or partial closure of roads included in the project. A Transportation Management Plan has been prepared for the proposed project and is included with the Project Study Report. Portable changeable message signs will be at each end of the project and ground mounted construction area signs will be installed prior to work. The planned lane closure web site will be updated when closures are in place.
- 8.5 Visual/Aesthetics: Alternative 1 and Alternative 2 roadway improvements and added bike lanes are not expected to significantly impact visual resources as improvements would look similar to existing conditions, although some new ramps and grade-separated structures may be introduced. The Additive Alternative would introduce more ramps and sidewalks. Impacts are still anticipated to be less than significant because these improvements would not change the existing character of the area or the roadways. Visual impacts during construction would be temporary and therefore not of significant concern.
- 8.6 Cultural Resources: Background research indicates a heightened sensitivity for cultural resources in the area. While unlikely, cultural resources could be located under the roadway. Pulverization of the roadway and native material under the roadway has the potential to impact subsurface resources. A records search will be conducted for the project area prior to construction and a Native American cultural monitor will likely be required during construction. If no federal funding is included in this project, and resource were identified, construction work would need to stop in the vicinity of the find (within 100 feet) until it can be evaluated by an archaeologist and the appropriate avoidance, preservation in

place, or recordation steps are taken, which could take 3-4 months or more to resolve. Construction work outside of the find could continue. All alternatives have the same potential to impact cultural resources.

- 8.7 Hydrology and Floodplain: The project area is located in Zone X on FEMA flood mapping, meaning that this area is determined to be outside 0.2% annual chance floodplain. Alternative 1 and Alternative 2 would not impact hydrology and floodplains, as this area is outside the 500 year floodplain.
- 8.8 Water Quality and Storm Water Runoff: Impacts to water quality and storm water runoff are possible during construction. Most of the project area drains via sheet flow to roadsides. Some roads have storm drains that channel water into drainage culverts. Alternative 1 and Alternative 2 would require the construction contractor to prepare a SWPPP to address water quality and storm water runoff. The contractor would file an NOI with the Regional Water Quality Control Board within one week of construction.
- 8.9 Geology, Soils, Seismic and Topography: The project involves work within an existing roadway. The soils in the project area are capable of supporting the improvements. No issues related to geology, soils, or seismicity are anticipated for either alternative.
- 8.10 Paleontology: Geologically, the study area is underlain by inactive alluvium (*Qai*) from the Holocene Epoch. *Qai* contains fine to coarse gravels atop inactive alluvial fan surfaces and is dissected by channels that contain active alluvium (*Qa*). This geologic unit is found downslope of sedimentary and metamorphic bedrock composed of coarse, angular, and poorly sorted gravel and overlies older lake deposits (*Qlo*) and younger alluvium and debris-flow gravel (*Qgy*). Because of the young age of this geological unit, these alluvial deposits have a low potential for paleontological resources. The Pleistocene layers (*Qlo* and *Qgy*) underlain by *Qai* may contain root traces; however, it is unlikely that project construction would disturb these lower layers. Overall, it is unlikely that either alternative will uncover significant paleontological resources.
- 8.11 Hazardous Waste/Materials: Preliminary review of hazardous materials databases indicates that one of the streets in the project area crosses the site of a leaking underground storage tank. The site was remediated and the case was closed in 1997. It is unlikely that either project alternative would uncover hazardous materials. Diesel and other hydrocarbon deposits are likely to be found in pulverized pavement. The pavement waste would be tested and properly disposed of in accordance with all laws and regulations.
- 8.12 Air Quality: The project could have temporary air quality impacts due to the use of heavy construction equipment. Given the small scale of the project and the limited equipment needed to perform the work, air quality impacts are not anticipated to be an issue for either alternative. Neither alternative would have any long-term impact on air quality.
- 8.13 Noise and Vibration: Temporary noise and vibration impacts are expected from construction of either alternative. A technical Noise Memorandum would be prepared for the project to evaluate noise impacts to sensitive receptors in the project area.
- 8.14 Energy and Climate Change: Neither alternative is expected to impact energy resources. The project would have low to no potential for climate change impacts.

8.15 Biological Environment: A reconnaissance-level field review of the project study area was conducted in order to identify the potential biological constraints associated with the proposed project. Methods included a biological records search, review of aerial photos, and a field survey conducted via moving vehicle to evaluate the current habitat conditions and plant and animal species that may occur in the project area. The memorandum summarizing the survey methods and findings is attached.

Riparian areas that could support special status species are found adjacent to the project area; but neither project alternative would impact these areas or potential species because it would occur entirely within the built environment of the roadway. The primary biological issue of concern would be potential noise impacts to nesting birds within 50 feet of the work area. Pre-construction surveys for nesting birds would be conducted and a protective buffer distance would be established around active nests until the fledglings have left the nest.

8.16 Cumulative Impacts: This project is not anticipated to have any project-related cumulative impacts because the minimal impact of the project will be temporary and confined to the area immediately surrounding the project area.

8.17 Context Sensitive Solutions: The design of this project is based on roadway repairs to address the deteriorating state of the roadway. The constructed project under either alternative would be very similar to current functionality and design. This project is not considered to be a Context Sensitive Solutions project.

## **9. Summary Statement for PSR or PSR-PDS**

*For each practicable alternative write a brief summary of key environmental issues, studies required, permits, and anticipated environmental commitments for permanent impacts. Include a time and potential constraints or special considerations, such as construction windows, biological monitoring, Native American monitoring, acquisition of Permits to Enter, etc. For a standard PSR, include cost estimates for environmental permits and commitments. This statement will go directly into the PSR or PSR-PDS.*

The summary below is applicable for all alternatives for the project.

Based on current project design and environmental review, the Preliminary Environmental Analysis Report (PEAR) anticipates the project to be categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301(d). The project is expected to have impacts associated with construction noise and there is potential for impacts to cultural resources.

The project would require technical memos for noise and cultural resources and would take approximately 2 months to prepare and process for final certification/approval. Any changes in scope will require further project review and reassessment of the level of environmental documentation.

If the project is constructed during the nesting season (February through October), then a preconstruction nesting bird survey should be conducted one week prior to beginning construction. A Native American monitor will likely be required during construction in case any previously undiscovered resources are unearthed during construction.

The project would not require permits or commitments from the Regional Water Quality Control Board or California Department of Fish and Wildlife because no wetlands or waters will be impacted by the project.

## **10. Disclaimer**

This Preliminary Environmental Analysis Report (PEAR) provides information to support programming of the proposed project. It is not an environmental determination or document. Preliminary analysis, determinations, and estimates of mitigation costs are based on the project description provided in the Project Study Report (PSR). The estimates and conclusions in the PEAR are approximate and are based on cursory analyses of probable effects. A reevaluation of the PEAR will be needed for changes in project scope or alternatives, or in environmental laws, regulations, or guidelines.

## **11. List of Preparers**

Cultural Resources Kimi Worrell	Date: 2015
Biologist Russell Kokx	Date: 2015
Community Impacts Rita Wilke	Date: 2015

Revised April 2011

Noise and Vibration Rita Wilke	Date: 2015
Air Quality Rita Wilke	Date: 2015
Paleontology Kimi Worrell	Date: 2015
Water Quality Rita Wilke	Date: 2015
Hydrology and Floodplain Rita Wilke	Date: 2015
Hazardous Waste/Materials Rita Wilke	Date: 2015
Visual/Aesthetics Rita Wilke	Date: 2015
Energy and Climate Change Rita Wilke	Date: 2015
Other:	Date: 2015
PEAR Preparer (Name and Title) Rita Wilke, Environmental Scientist	Date: 2015

## **12. Review and Approval**

I confirm that environmental cost, scope, and schedule have been satisfactorily completed and that the PEAR meets all Caltrans requirements. Also, if the project is scoped as a routine EA, complex EA, or EIS, I verify that the HQ DEA Coordinator has concurred in the Class of Action.

\_\_\_\_\_  
Environmental Branch Chief

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

\_\_\_\_\_  
Project Manager

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

### **APPENDICES:**

**Appendix 1: Project Limits Map**

**Appendix 2: Biological Resources Windshield Survey Memo**

### **REQUIRED ATTACHMENTS:**

**Attachment A: PEAR Environmental Studies Checklist**

**Attachment B: Estimated Resources by WBS Code**

**Attachment C: Schedule (Gantt Chart)**

**Attachment D: PEAR Environmental Commitments Cost Estimate (Standard PSR)**


## **Appendix 1: Project Limits Map**

Revised April 2011





Plans Prepared by:



**EASTERN  
SIERRA  
ENGINEERING**

CIVIL ENGINEERING & CONSTRUCTION SERVICES  
4515 TOWNE DRIVE, SUITE A RENO, NV 89521 MAIN: (775) 828-7220 FAX: (775) 828-7221

Plans Prepared For:

**INYO COUNTY  
PUBLIC WORKS**

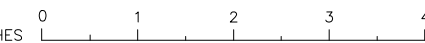
168 N. Edwards, P.O. Drawer Q  
Independence, CA 93526  
(760) 878-0201

**LONE PINE PROJECT STUDY REPORT  
ATTACHMENT B**

Date: 11-11-15

**PROJECT MAP**

FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES



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

Project Engineer: MRC

Checked By: SWJ Date: 11-11-15

Designed by: MRC 11-3-15

Drawn by: MRC Date: 11-3-15

Drawing Name: SHEET      OF 1



## **Appendix 2: Biological Resources Windshield Survey Memo**

Revised April 2011

## Memorandum

October 20, 2015

Prepared by: Russell Kokx, Biologist,  
Panorama Environmental, Inc.  
One Embarcadero Center, Suite 740  
San Francisco, California 94111

### **RE: Results of the Preliminary Environmental Analysis for Lone Pine Town Rehabilitation and Bike Lane Project**

#### **Introduction**

The purpose of this report is to document the biological conditions and resources of the Lone Pine Town Rehabilitation and Bike Lane Project (Project) Area in order to identify all habitat types present and any potentially occurring special-status species. The Project Study Area (PSA) is located within the town of Lone Pine, Inyo County, California.

#### **Methods**

Biological resources were evaluated based on standard database searches, as well as the results of a preliminary biological field survey conducted for the Project on October 14, 2015.

Prior to visiting the PSA to evaluate potential biological sensitivities, Panorama Environmental, Inc. Biologist Russell Kokx reviewed the results of standard database searches to obtain a list of federally- and state-listed biological resources in the region. The results of these preliminary database searches provided a basis for addressing the appropriate special-status resources potentially occurring near the PSA. Information on special-status wildlife, plants, and habitats within the vicinity of the PSA was obtained from the California Department of Fish and Wildlife (CDFW) Natural Diversity Database (CDFW 2015) and the California Native Plant Society's (CNPS) *Online Inventory of Rare and Endangered Plants* (CNPS 2015). The database searches were conducted for the Lone Pine, Johnson Peak, Bartlett, Dolomite, New York Butte, Cirque Peak, Mount Langley, Craig Canyon and Union Wash United States Geological Survey (USGS) 7.5-minute quadrangles on October 9, 2015. Critical habitat maps were also reviewed to determine if the PSA is within United States Fish and Wildlife Service (USFWS) designated or proposed critical habitat for federally listed species.

A qualified field biologist (Russell Kokx) familiar with the natural resources and special-status species of the region conducted a reconnaissance-level field survey of the PSA on October 14, 2015. Due to the timing of the survey and the lower-than-normal precipitation this season it was not possible to survey for certain special-status annual plant species known to occur in the region. Therefore, the purpose of the field survey was to determine the likelihood of occurrence of any special-status plant or wildlife species based on the presence/absence of suitable habitat and other natural history elements that might predict their occurrence. When suitable habitat is present in the PSA for certain special-status species, follow-up surveys are recommended. During the survey, Mr. Kokx also recorded and mapped the habitat types, wetlands and/or Waters of the U.S., and invasive species present in the PSA.

A table of potentially occurring special-status plants and wildlife was created after eliminating species with no suitable habitat present or with elevation restrictions precluding them from occurring in the PSA or vicinity (Table 1 included in Attachment 1).

## **Results**

The PSA is located in an urban setting with only a few areas of disturbed habitat present that could potentially support special-status species. Habitat types, wetlands and Waters of the U.S., and invasive species identified during the survey are described below and shown on the attached maps (Attachment 2: Maps 1-51). Table 1 lists all special-status plants and wildlife determined from the database searches and field survey to have some potential to occur in the PSA.

### ***Habitat Types***

Urban: These areas have been altered and developed to the extent that no viable habitat remains for special-status plant species and only marginal habitat remains for potential special-status wildlife species (nesting or passage migrant birds) (Attachment 2: Maps 1-51).

Disturbed: These areas have been bladed, plowed or were historically homes but are now fallow fields (Attachment 2: Maps 1-2, 4-7, 14-16, 24, 26, 29, 38-39, 41, 49, 51). This habitat supports ruderal plant species with some native annuals. Species identified in this habitat type during the field survey include three non-native trees, Siberian elm (*Ulmus pumila*), black locust (*Robinia pseudoacacia*), and tree of heaven (*Ailanthus altissima*). The majority of interstitial area is bare (dirt). During favorable spring conditions native annual forbs are present including annual bursage (*Ambrosia acanthicarpa*), desert dandelion (*Malacothrix glabrata*), tansy mustard (*Descurainia pinnata* ssp. *glabra*), wing-nut forget me not (*Cryptantha pterocarya*), and white-stemmed stickleaf (*Mentzelia albicaulis*). Non-native forbs present include Russian thistle (*Salsola tragus*) and puncture vine (*Tribulus terrestris*) (Attachment 2: Maps 4-7, 11, 42, 51).

*Ericameria nauseosa* Shrubland Alliance (Rubber Rabbitbrush Scrub) (Disturbed): The area bordering the eastern side of Lakeview Road can be considered disturbed *Ericameria nauseosa* Shrubland Alliance or rubber rabbitbrush scrub (Sawyer et al. 2009) (Attachment 2: Maps 39-40, 42-43, 51). This area was once *Artemisia tridentata* Shrubland Alliance or big sagebrush (Sawyer et al. 2009), but grading for fire breaks has allowed mostly rubber rabbitbrush to re-colonize. The ground is fairly open with many native annuals including annual bursage, Wilcox's woollystar (*Eriastrum wilcoxii*), desert dandelion, tansy mustard, wing-nut forget me not, and white-stemmed stickleaf. Russian thistle is ubiquitous in these disturbed areas.

*Distichlis spicata* Herbaceous Alliance (Salt Grass Flats): This habitat type is presently disturbed *Distichlis spicata* Herbaceous Alliance or salt grass flats (Sawyer et al. 2009) located on the edges of irrigated pastures or horse corrals on the eastern edge of Lone Pine (Attachment 2: Maps 1-4). The dominant vegetation is salt grass with some Baltic rush (*Juncus balticus*), five-hook bassia (*Bassia hyssopifolia*), wild licorice (*Glycyrrhiza lepidota*), and horseweed (*Erigeron canadensis*). The soils are alkaline and fairly compacted from vehicles and livestock.

Mixed Riparian: This habitat is located along the vestiges of what was once Lone Pine Creek (Attachment 2: Maps 1) and is a mixture of several riparian species including Fremont

cottonwood (*Populus fremontii* ssp. *fremontii*), desert olive (*Forestiera pubescens*), red willow (*Salix laevigata*), and interior rose (*Rosa woodsii* ssp. *ultramontana*). The old creek has been channelized and is used for pasture irrigation before it enters the aqueduct. This habitat still supports a large riparian canopy and provides suitable nesting habitat for many species.

*Artemisia tridentata* Shrubland Alliance (Big Sagebrush): The habitat located just to the east of Lone Pine contains stands of *Artemisia tridentata* Shrubland Alliance or big sagebrush (Sawyer et al. 2009) (Attachment 2: Maps 37, 39-40, 42-43) which consists of several perennial shrubs including big sagebrush (*Artemisia tridentata* ssp. *tridentata*), allscale (*Atriplex polycarpa*), four wing saltbush (*Atriplex canescens*), and rubber rabbitbrush (*Ericameria nauseosa*). The shrubs are fairly dense with native annuals present in the understory in favorable seasons.

### ***Wetlands and Waters of the U.S.***

No jurisdictional wetlands or Waters of the U.S. were observed in the PSA. Several ephemeral drainages with culverts were identified and must be maintained (Attachment 2: Maps 24, 38-40, 42-43).

### ***Special-status Species***

No special-status plants or wildlife were observed in the PSA or vicinity. Table 1 below includes only those special-status species for which suitable habitat is present in the PSA or vicinity. While there is suitable habitat, the potential for special-status plant species to occur is very low. The primary reason for this is the historic and current disturbance levels in the PSA. The special-status wildlife species listed in Table 1 have a higher potential to occur due to their dynamic nature, especially the bats and birds. There is potential foraging habitat present for the bat species included in Table 1 and they have been recorded in the general vicinity of the PSA. The potential for roosting bats is low due to lack of suitable structures, rocks, mines, and caves. Potential day roost sites for bats such as trees and buildings will not be disturbed as the Project is currently stated. Suitable nesting habitat is lacking in the PSA for the majority of special-status bird species and most would be expected only when passing through during migration or as vagrants. Le Conte's thrasher, however, has a high potential to occur within 250 feet of the PSA; this species is known to nest in dense perennial shrubs and the habitat mapped as big sagebrush scrub qualifies as suitable habitat and this species is often observed during the nesting season. Yellow-breasted chats have been observed in the mixed riparian habitat adjacent to the northwest portion of the PSA both in the spring and fall; although no nests have been observed, suitable nesting habitat is present. Suitable nesting habitat is also present in the PSA for many birds covered under the Migratory Bird Treaty Act.

### ***Invasive Species***

Three species considered as invasive by Inyo County were observed in the PSA: Saltcedar (*Tamarix ramosissima*) was observed in a large stand east of Lakeview Road (Attachment 2: Maps 3-40); puncture vine was found along road edges (Attachment 2: Maps 4-7, 11, 42, 51); and, Russian thistle was common in nearly all areas and therefore was not mapped.

## References

California Department of Fish and Wildlife (CDFW). 2015. Rarefind 5: California Department of Fish and Wildlife Natural Diversity Database. California Department of Fish and Wildlife, Sacramento, CA. For the Lone Pine, Johnson Peak, Bartlett, Dolomite, New York Butte, Cirque Peak, Mt. Langley, and Craig Canyon quadrangles.

California Native Plant Society (CNPS), Rare Plant Program. 2015. Inventory of Rare and Endangered Plants (online edition, v8-02). California Native Plant Society, Sacramento, CA. Website <http://www.rareplants.cnps.org> [accessed 13 October 2015].

Sawyer, J.O., T. Keeler-Wolf, and J. Evens. 2009. *A Manual of California Vegetation, 2<sup>nd</sup> edition*. California Native Plant Society, Sacramento, CA.

## Attachments:

Attachment 1: Table 1. Special-status plant and wildlife determined to have some potential to occur in the Project Study Area

Attachment 2: Project Study Area Maps 1-51: Maps of habitat types, ephemeral drainages, and invasive species identified in the Project Study Area.

ATTACHMENT 1: TABLE 1. SPECIAL-STATUS PLANT AND WILDLIFE DETERMINED TO HAVE SOME POTENTIAL TO OCCUR IN THE PROJECT STUDY AREA

Table 1. Special-status plants and wildlife determined to have some potential to occur in the Project Study Area.						
Scientific Name	Common Name	FEDLIST	CALLIST	CNPS	Lifeform / Habitat / Blooming Period <sup>1</sup>	Occurrence Potential
<b>Plants</b>						
<i>Allium atrorubens</i> var. <i>cristatum</i>	Inyo onion	None	None	4.3	Perennial bulbiferous herb / Sandy or rocky substrates in Joshua tree woodland, Mojavean desert scrub, or pinyon and juniper woodland / April-June	Low
<i>Astragalus hornii</i> var. <i>hornii</i>	Horn's milk-vetch	None	None	1B.1	Annual herb / Lake margins and alkaline soils in meadows and seeps or playas / May-October	Low
<i>Astragalus serenoii</i> var. <i>shockleyi</i>	Shockley's milk-vetch	None	None	2B.2	Perennial herb / Alkaline and granitic alluvium substrates in chenopod scrub, Great Basin scrub, or pinyon and juniper woodland / April-July	Low
<i>Blepharidachne kingii</i>	King's eyelash grass	None	None	2B.3	Perennial herb / Usually on carbonate substrates, in Great Basin scrub / May	Low
<i>Boechera dispar</i>	pinyon rockcress	None	None	2B.3	Perennial herb / Granitic and gravelly substrates in Joshua tree woodland, Mojavean desert scrub, or pinyon and juniper woodland / March-June	Low
<i>Calochortus excavatus</i>	Inyo County star-tulip	None	None	1B.1	Perennial bulbiferous herb / Alkaline and mesic substrates in chenopod scrub or meadows and seeps / April-July	Low
<i>Eremothera boothii</i> ssp. <i>alyssooides</i>	Pine Creek evening-primrose	None	None	4.3	Annual herb / Sandy or gravelly substrates in Great Basin Scrub / April-August	Low
<i>Eremothera boothii</i> ssp. <i>boothii</i>	Booth's evening-primrose	None	None	2B.3	Annual herb / Joshua tree woodland or pinyon and juniper woodland / April-September	Low

<sup>1</sup> Habitat information from CNPS and CDFW database queries (CNPS 2015 and CDFW 2015).

ATTACHMENT 1: TABLE 1. SPECIAL-STATUS PLANT AND WILDLIFE DETERMINED TO HAVE SOME POTENTIAL TO OCCUR IN THE PROJECT STUDY AREA

<b>Table 1. Special-status plants and wildlife determined to have some potential to occur in the Project Study Area.</b>						
<b>Scientific Name</b>	<b>Common Name</b>	<b>FEDLIST</b>	<b>CALLIST</b>	<b>CNPS</b>	<b>Lifeform / Habitat / Blooming Period<sup>1</sup></b>	<b>Occurrence Potential</b>
<i>Erigeron calvus</i>	bald daisy	None	None	1B.1	Perennial herb / Great Basin scrub / May	Low
<i>Loeseliastrum depressum</i>	depressed standing-cypress	None	None	4.3	Annual herb / Sandy or gravelly substrates in Great Basin scrub, Mojavean desert scrub, or pinyon and juniper woodland / April-July	Low
<i>Oryctes nevadensis</i>	Nevada oryctes	None	None	2B.1	Annual herb / Sandy substrates in chenopod scrub or Mojavean desert scrub / April-June	Low
<i>Phacelia inyoensis</i>	Inyo phacelia	None	None	1B.2	Annual herb / Alkaline meadows and seeps / April-August	Low
<i>Plagiobothrys parishii</i>	Parish's popcornflower	None	None	1B.1	Annual herb / Alkaline and mesic substrates in Great Basin scrub or Joshua tree woodland / March-November	Low
<i>Sidalcea covillei</i>	Owens Valley checkerbloom	None	Endangered	1B.1	Perennial herb / Alkaline and mesic substrates in chenopod scrub or meadows and seeps / April-June	Low
<b>Wildlife</b>						
<i>Danaus plexippus</i> pop. 1	monarch - California	None	None		Winter roost sites extend along the coast from northern Mendocino to Baja California, Mexico. Roosts located in wind-protected tree groves (eucalyptus, Monterey pine, cypress), with nectar and water sources nearby.	Low (wintering only)
<i>Bombus morrisoni</i>	Morrison bumble bee	None	None		From the Sierra-Cascades ranges eastward across the intermountain west. Food plant genera include <i>Cirsium</i> , <i>Cleome</i> , <i>Helianthus</i> , <i>Lupinus</i> , <i>Chrysothamnus</i> , and <i>Melilotus</i> .	Medium

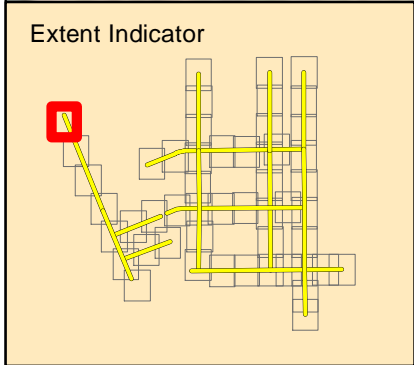


**ATTACHMENT 1: TABLE 1. SPECIAL-STATUS PLANT AND WILDLIFE DETERMINED TO HAVE SOME POTENTIAL TO OCCUR IN THE PROJECT STUDY AREA**

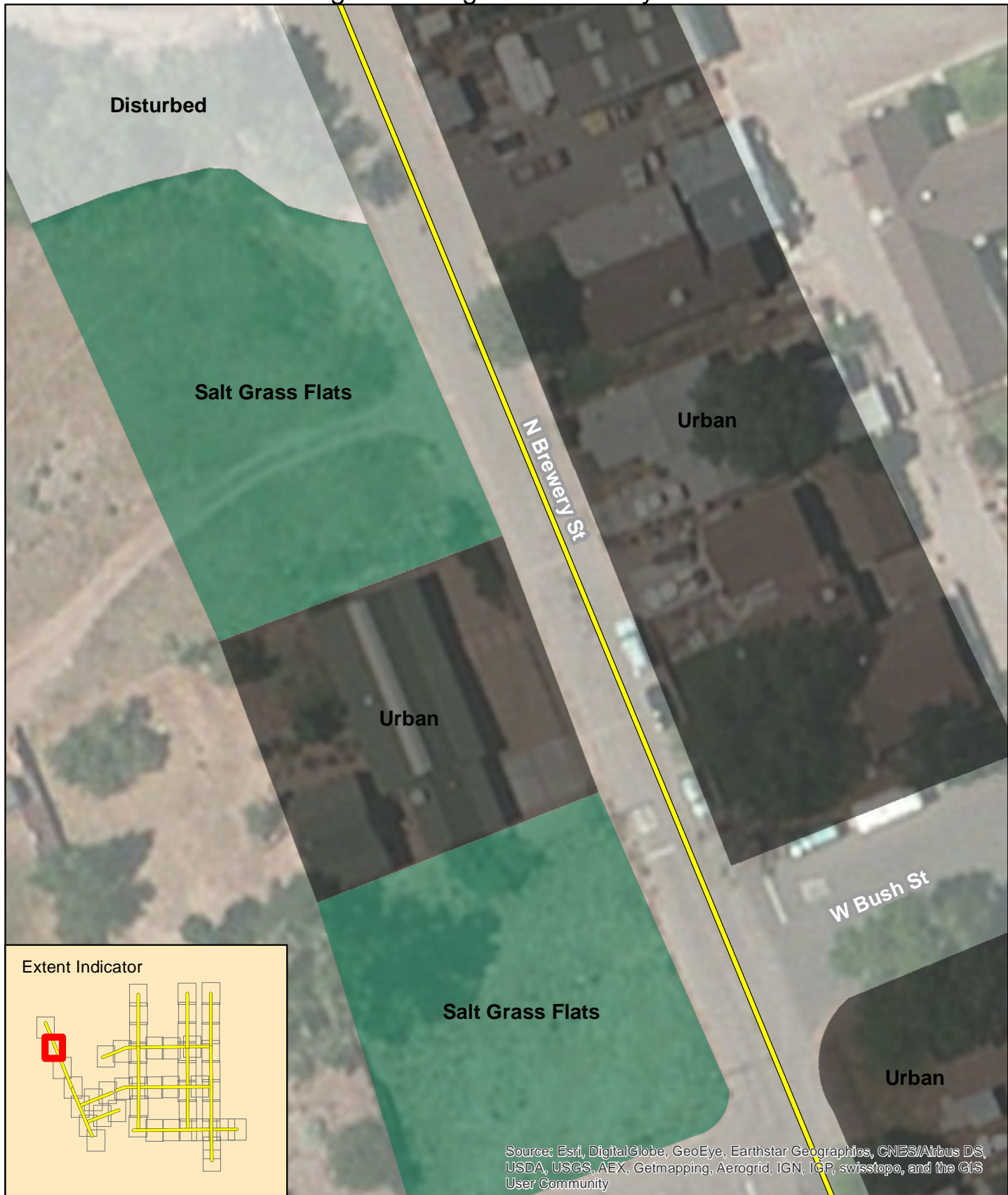
<b>Table 1. Special-status plants and wildlife determined to have some potential to occur in the Project Study Area.</b>						
<b>Scientific Name</b>	<b>Common Name</b>	<b>FEDLIST</b>	<b>CALLIST</b>	<b>CNPS</b>	<b>Lifeform / Habitat / Blooming Period<sup>1</sup></b>	<b>Occurrence Potential</b>
<i>Rana sierrae</i>	Sierra Nevada yellow-legged frog	Endangered	Threatened		Aquatic, always within a few feet of water in lakes, ponds, meadow streams, isolated pools, and sunny riverbanks. Require permanent water.	Low
<i>Buteo swainsoni</i>	Swainson's hawk	None	Threatened		Breeds in grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees.	Medium (migrant) (Low nesting potential)
<i>Circus cyaneus</i>	northern harrier	None	None		Coastal salt and fresh-water marsh. Nest and forage in grasslands, from salt grass in desert sink to mountain cienagas.	High (No nesting habitat)
<i>Falco mexicanus</i>	prairie falcon	None	None		Inhabits dry, open terrain, nests in cliffs.	High (No nesting habitat)
<i>Coccyzus americanus occidentalis</i>	western yellow-billed cuckoo	Threatened	Endangered		Nests in riparian forest, along broad, lower flood-bottoms of larger river systems.	Low
<i>Vireo bellii pusillus</i>	least Bell's vireo	Endangered	Endangered		Summer resident of Southern California in riparian habitats below 2,000 feet.	Low
<i>Vireo vicinior</i>	gray vireo	None	None		Dry chaparral; west of desert, in chamise-dominated habitat; mountains of Mojave Desert, associated with juniper and <i>Artemisia</i> .	Low (Passage migrant)
<i>Toxostoma lecontei</i>	Le Conte's thrasher	None	None		Desert resident, primarily of open washes, desert scrub, alkali desert scrub, and desert succulent scrub habitats. Commonly nests in a dense, spiny shrub or densely branched cactus in desert wash habitat.	High
<i>Icteria virens</i>	yellow-breasted chat	None	None		Riparian thickets.	High (Migration) (Low nesting)

ATTACHMENT 1: TABLE 1. SPECIAL-STATUS PLANT AND WILDLIFE DETERMINED TO HAVE SOME POTENTIAL TO OCCUR IN THE PROJECT STUDY AREA

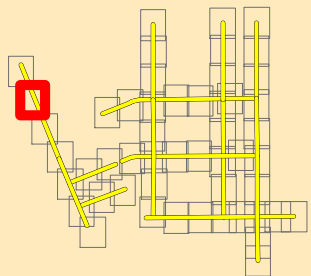
Table 1. Special-status plants and wildlife determined to have some potential to occur in the Project Study Area.						
Scientific Name	Common Name	FEDLIST	CALLIST	CNPS	Lifeform / Habitat / Blooming Period <sup>1</sup>	Occurrence Potential
<i>Antrozous pallidus</i>	pallid bat	None	None		Deserts, grasslands, shrublands, woodlands, and forests. Most common in open, dry habitats with rocky areas for roosting.	Medium (Foraging)
<i>Corynorhinus townsendii</i>	Townsend's big-eared bat	None	Candidate Threatened		Throughout California in a wide variety of habitats, most common in mesic sites. Roost in caves, mines, buildings, and tunnels.	High (Foraging)
<i>Euderma maculatum</i>	spotted bat	None	None		Occupies a wide variety of habitats from arid deserts and grasslands through mixed conifer forests. Feeds over water and along washes, almost entirely on moths. Roosts in rock crevices in cliffs or caves.	Medium (Foraging)
<i>Myotis volans</i>	long-legged myotis	None	None		Most common in woodland and forest habitats above 4,000 feet. Day roost in trees and night roost in caves and mines; nursery colonies usually under bark or in hollow trees, but occasionally in crevices or buildings.	Low (Foraging only)
<i>Myotis yumanensis</i>	Yuma myotis	None	None		Open forests and woodlands near water. Maternity colonies in caves, mines, buildings or crevices.	Low
<i>Taxidea taxus</i>	American badger	None	None		Found in variety of shrub, forest and herbaceous habitats with friable soils for digging burrows.	Low



# Lone Pine PEAR Road Segments Vegetation Survey







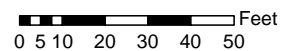
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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

### Legend

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-  Disturbed
-  Salt Grass Flats
-  Urban





Lone Pine PEAR Road Segments Vegetation Survey



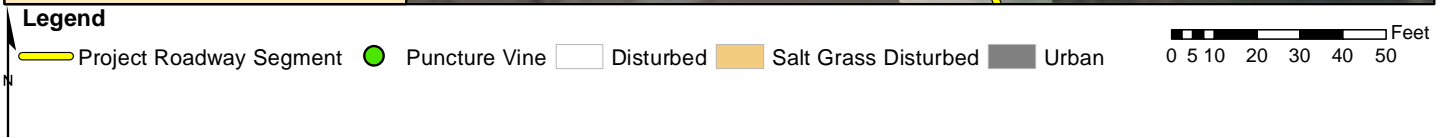
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**Legend**

- Project Roadway Segment
- Disturbed
- Salt Grass Disturbed
- Salt Grass Flats
- Urban

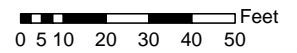
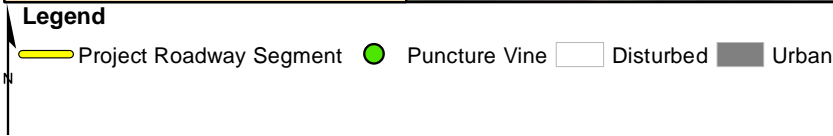
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Lone Pine PEAR Road Segments Vegetation Survey

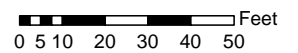
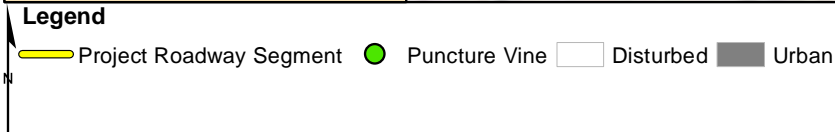




# Lone Pine PEAR Road Segments Vegetation Survey



Lone Pine PEAR Road Segments Vegetation Survey





# Lone Pine PEAR Road Segments Vegetation Survey



**Legend**  
Project Roadway Segment    Puncture Vine    Disturbed    Urban



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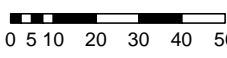
Lone Pine PEAR Road Segments Vegetation Survey



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

-  Project Roadway Segment
-  Urban

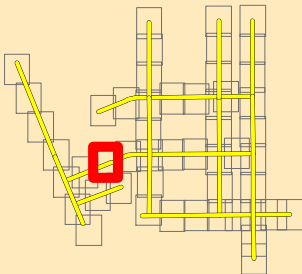
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Lone Pine PEAR Road Segments Vegetation Survey



Extent Indicator



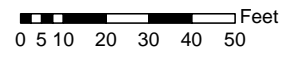
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Legend

Project Roadway Segment Urban

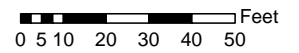
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Lone Pine PEAR Road Segments Vegetation Survey

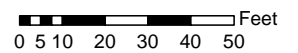
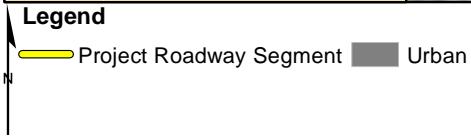




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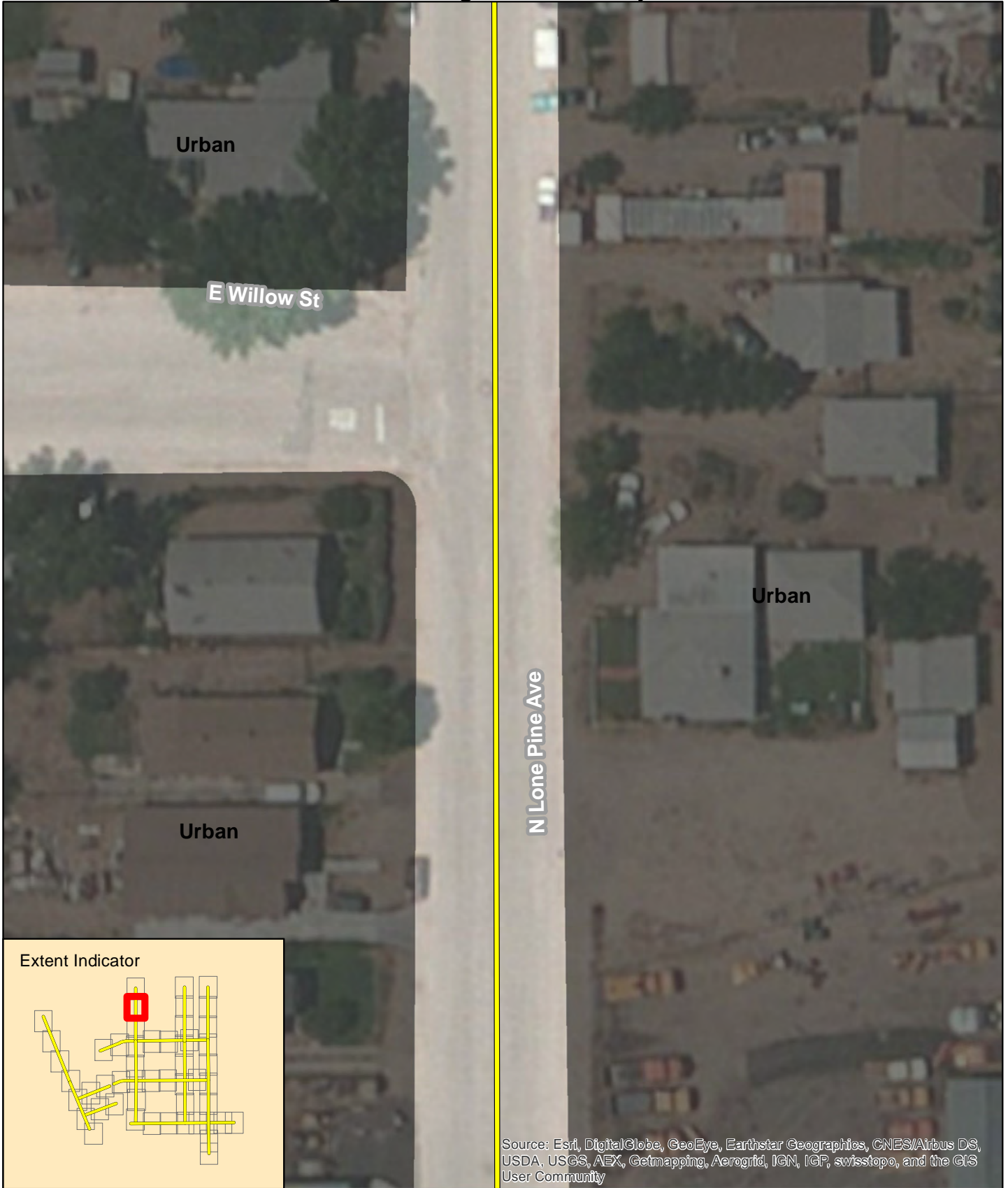


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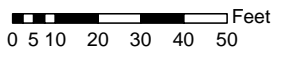
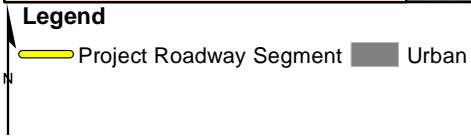




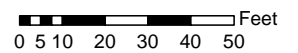
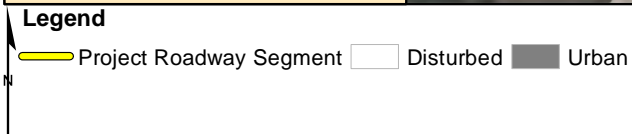
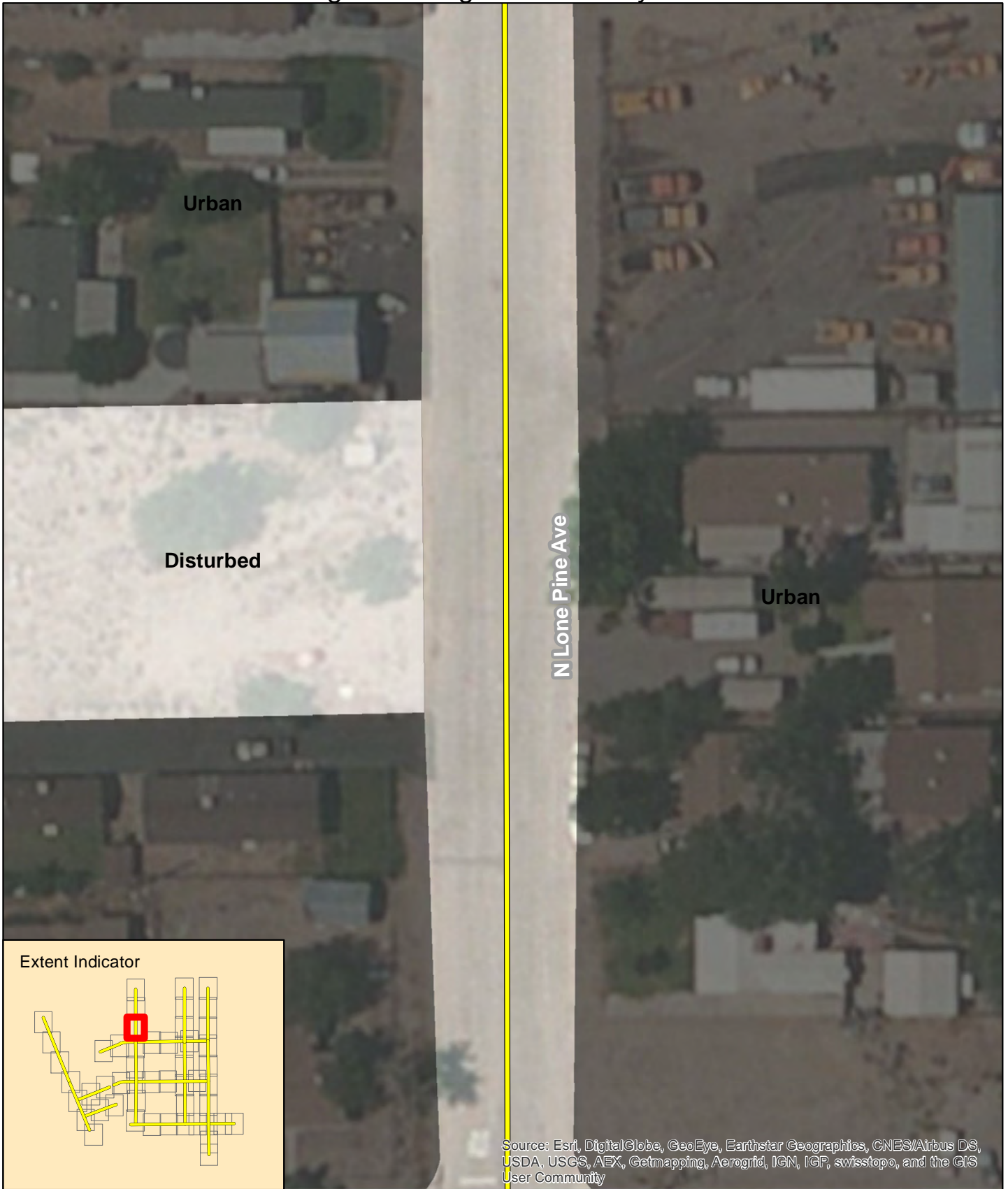
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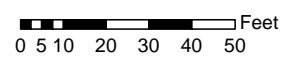


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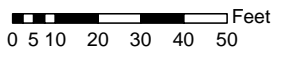
Lone Pine PEAR Road Segments Vegetation Survey



Lone Pine PEAR Road Segments Vegetation Survey

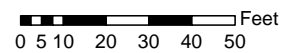
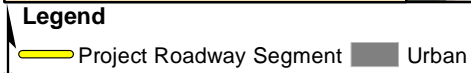


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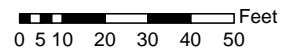
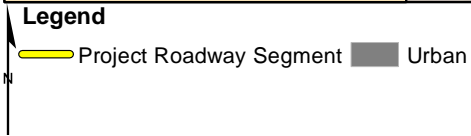




Lone Pine PEAR Road Segments Vegetation Survey



Lone Pine PEAR Road Segments Vegetation Survey

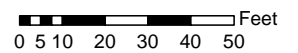
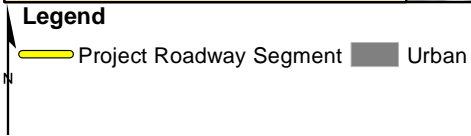




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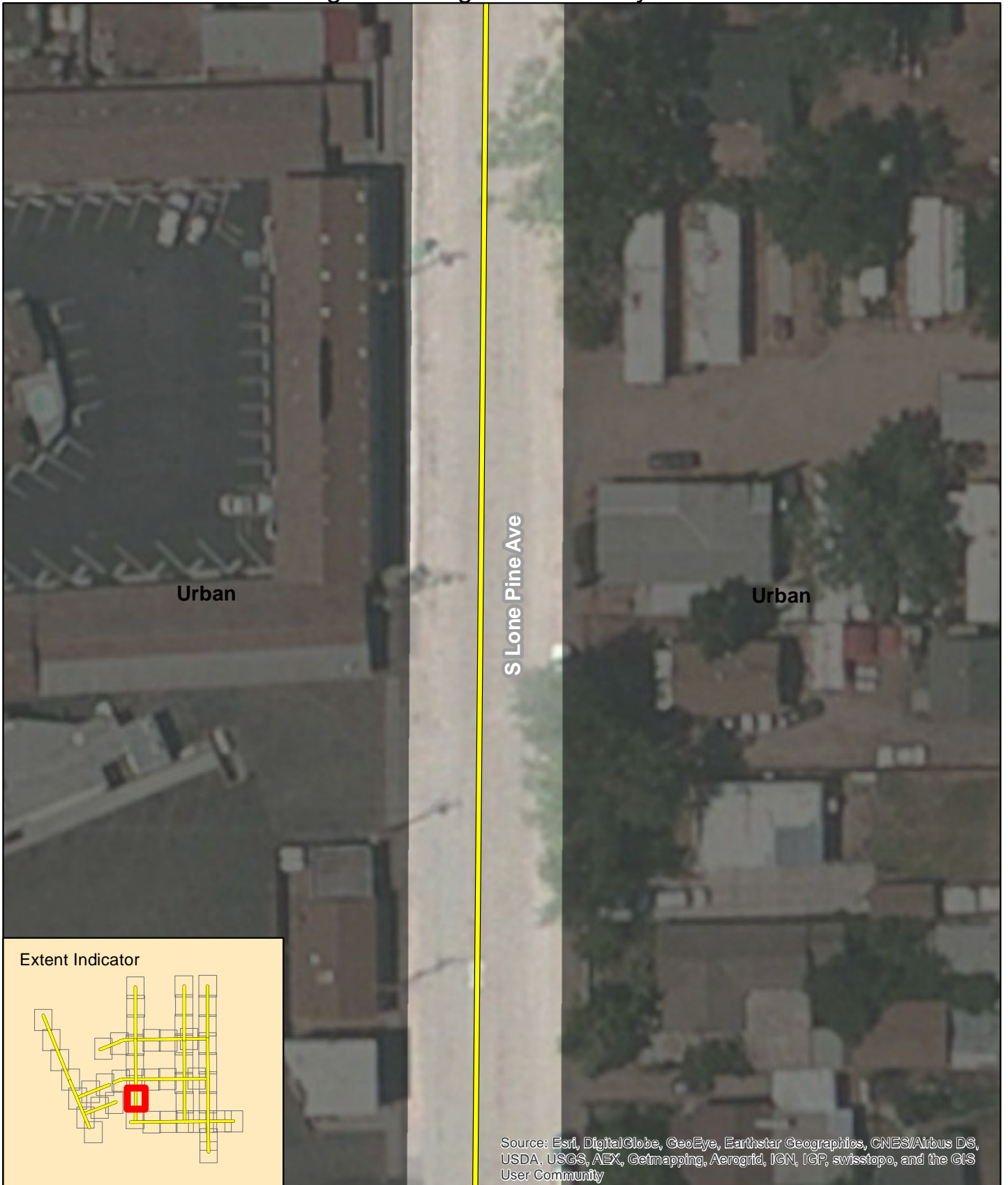


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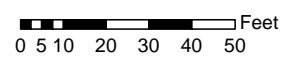


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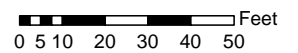
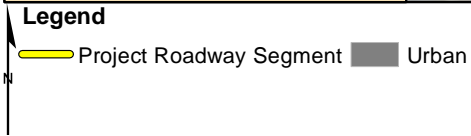


**Legend**

 Project Roadway Segment  Urban

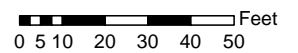
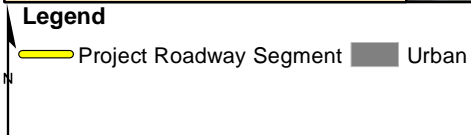


# Lone Pine PEAR Road Segments Vegetation Survey

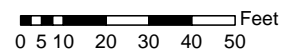
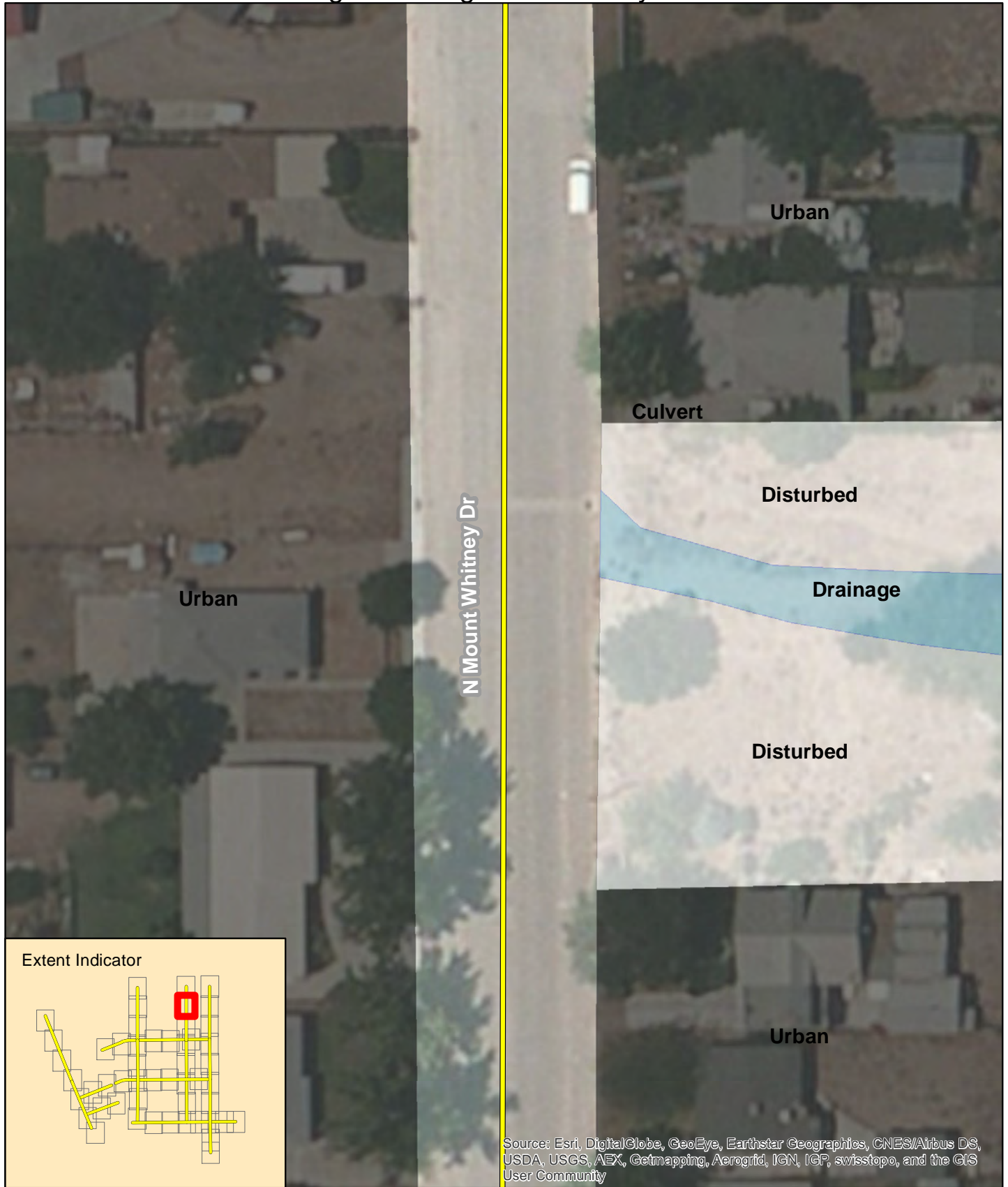




Lone Pine PEAR Road Segments Vegetation Survey

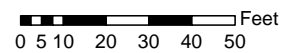
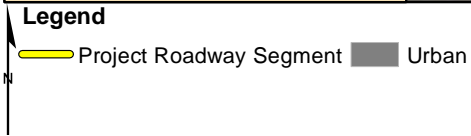
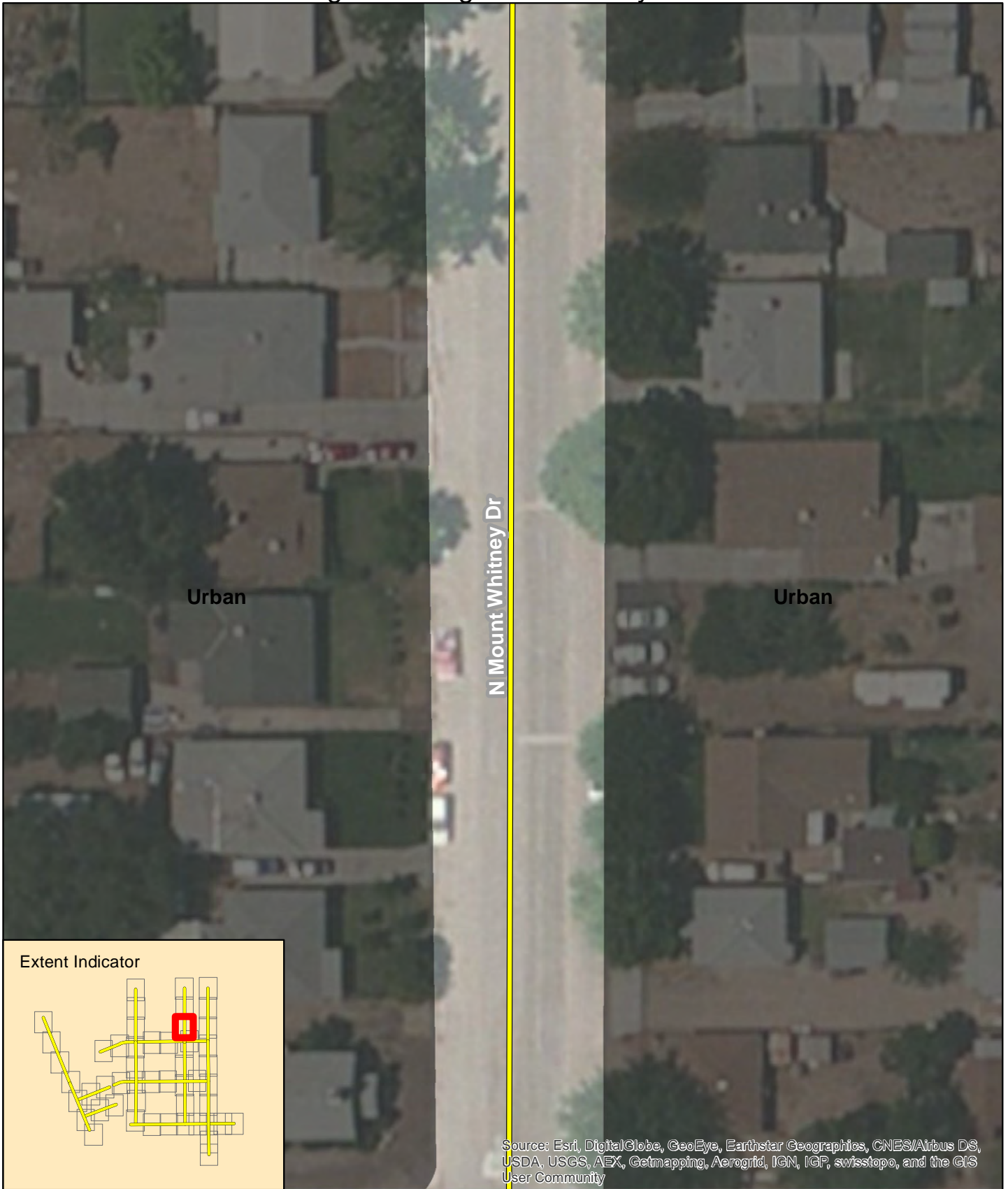


Lone Pine PEAR Road Segments Vegetation Survey

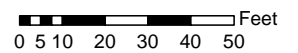
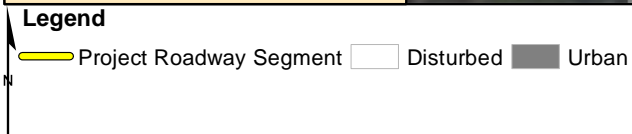




# Lone Pine PEAR Road Segments Vegetation Survey

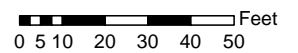
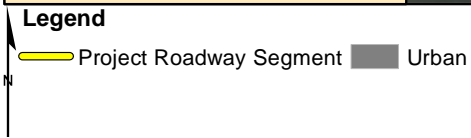


Lone Pine PEAR Road Segments Vegetation Survey

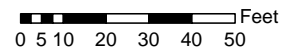
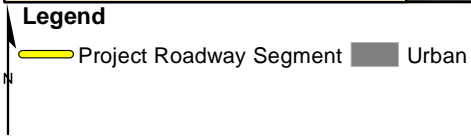




Lone Pine PEAR Road Segments Vegetation Survey

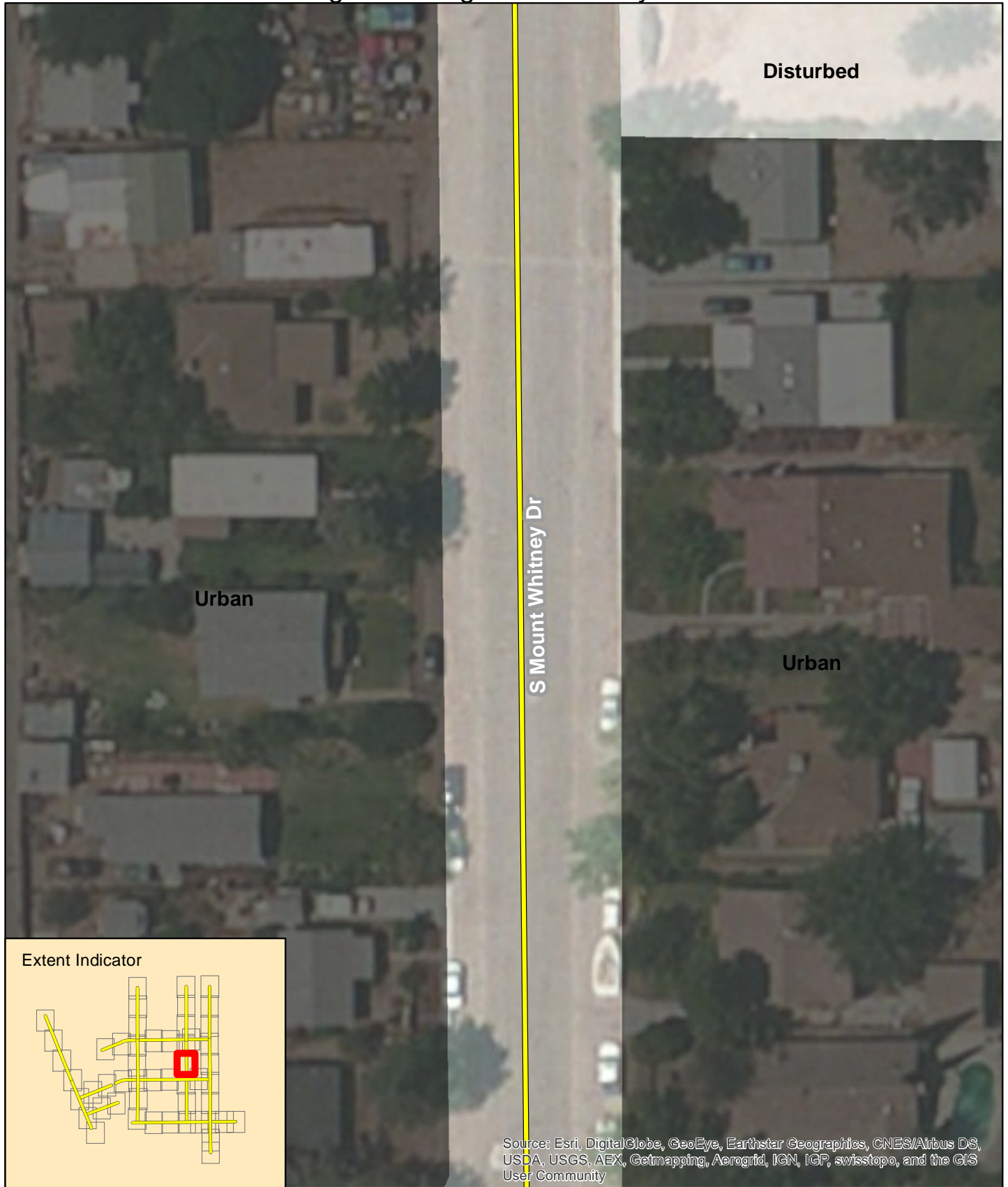


# Lone Pine PEAR Road Segments Vegetation Survey





Lone Pine PEAR Road Segments Vegetation Survey



Disturbed

Urban

S Mount Whitney Dr

Urban

Extent Indicator

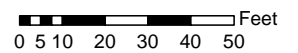
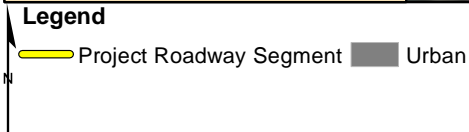
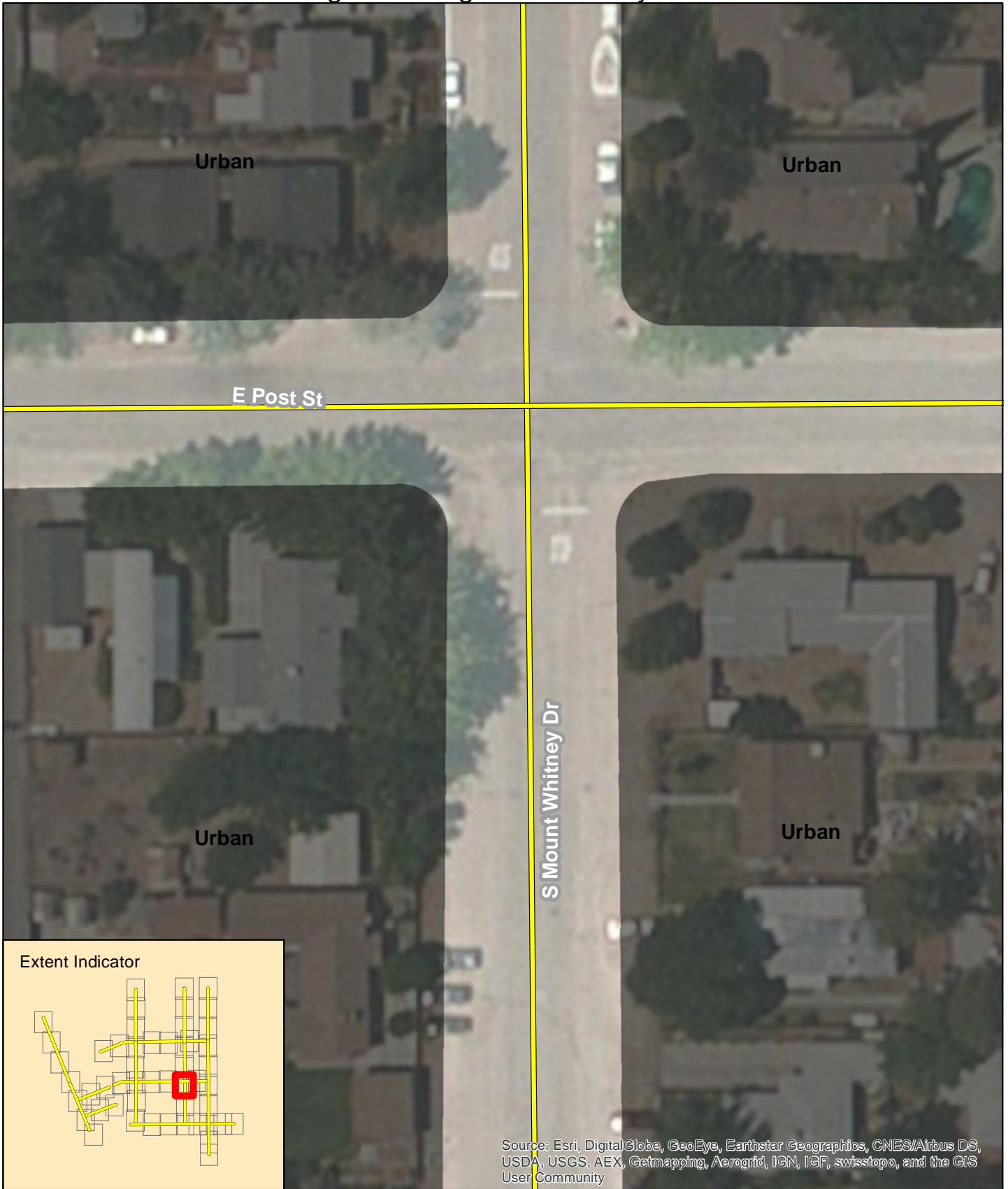
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

Project Roadway Segment Disturbed Urban

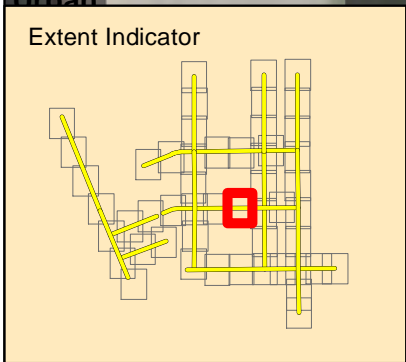
0 5 10 20 30 40 50 Feet

Lone Pine PEAR Road Segments Vegetation Survey







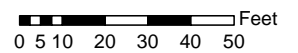

# Lone Pine PEAR Road Segments Vegetation Survey



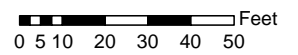
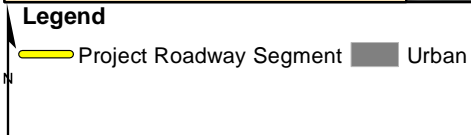
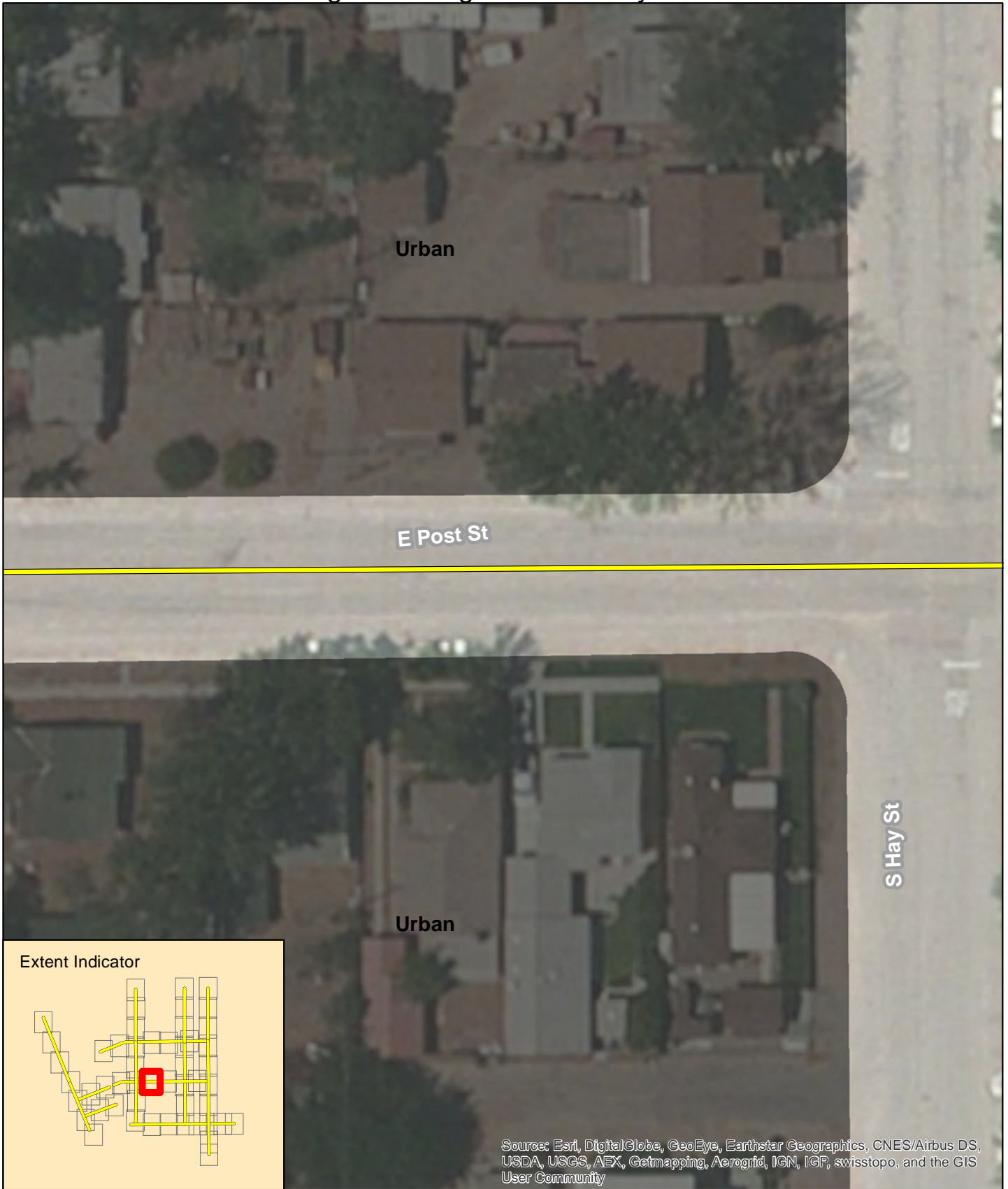
Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**Legend**

 Project Roadway Segment  Urban

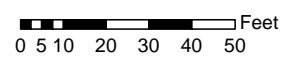
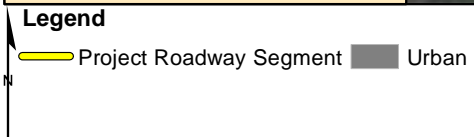


Lone Pine PEAR Road Segments Vegetation Survey

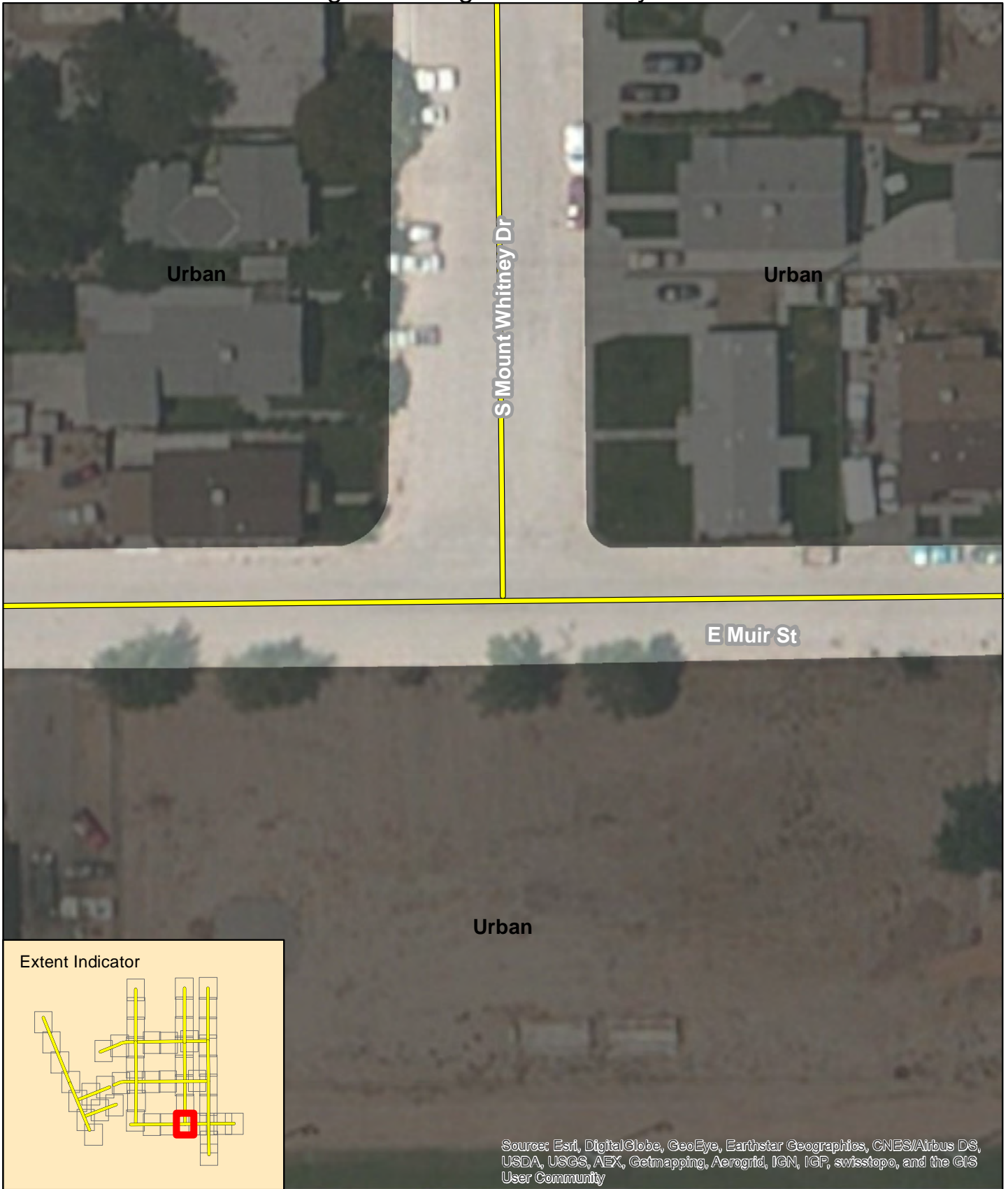




# Lone Pine PEAR Road Segments Vegetation Survey



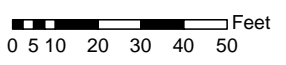
Lone Pine PEAR Road Segments Vegetation Survey



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

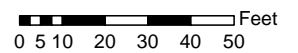
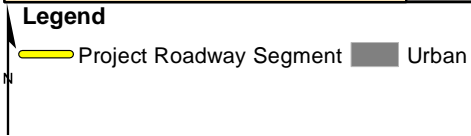
**Legend**

Project Roadway Segment Urban

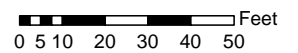
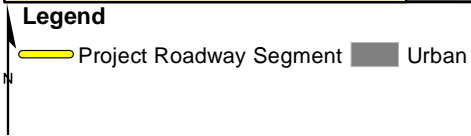




Lone Pine PEAR Road Segments Vegetation Survey

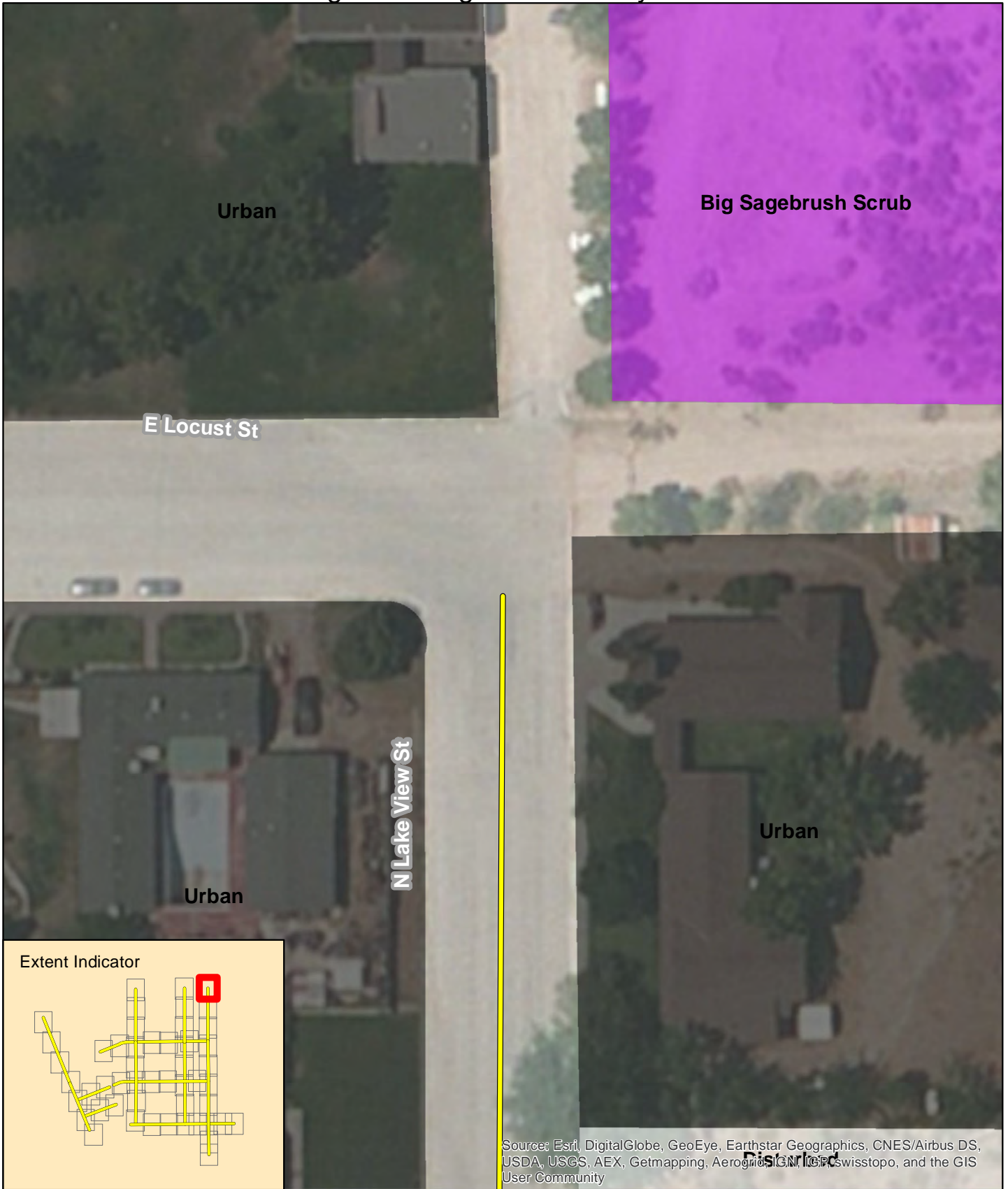


Lone Pine PEAR Road Segments Vegetation Survey





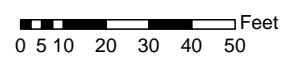
# Lone Pine PEAR Road Segments Vegetation Survey



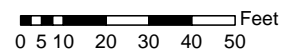
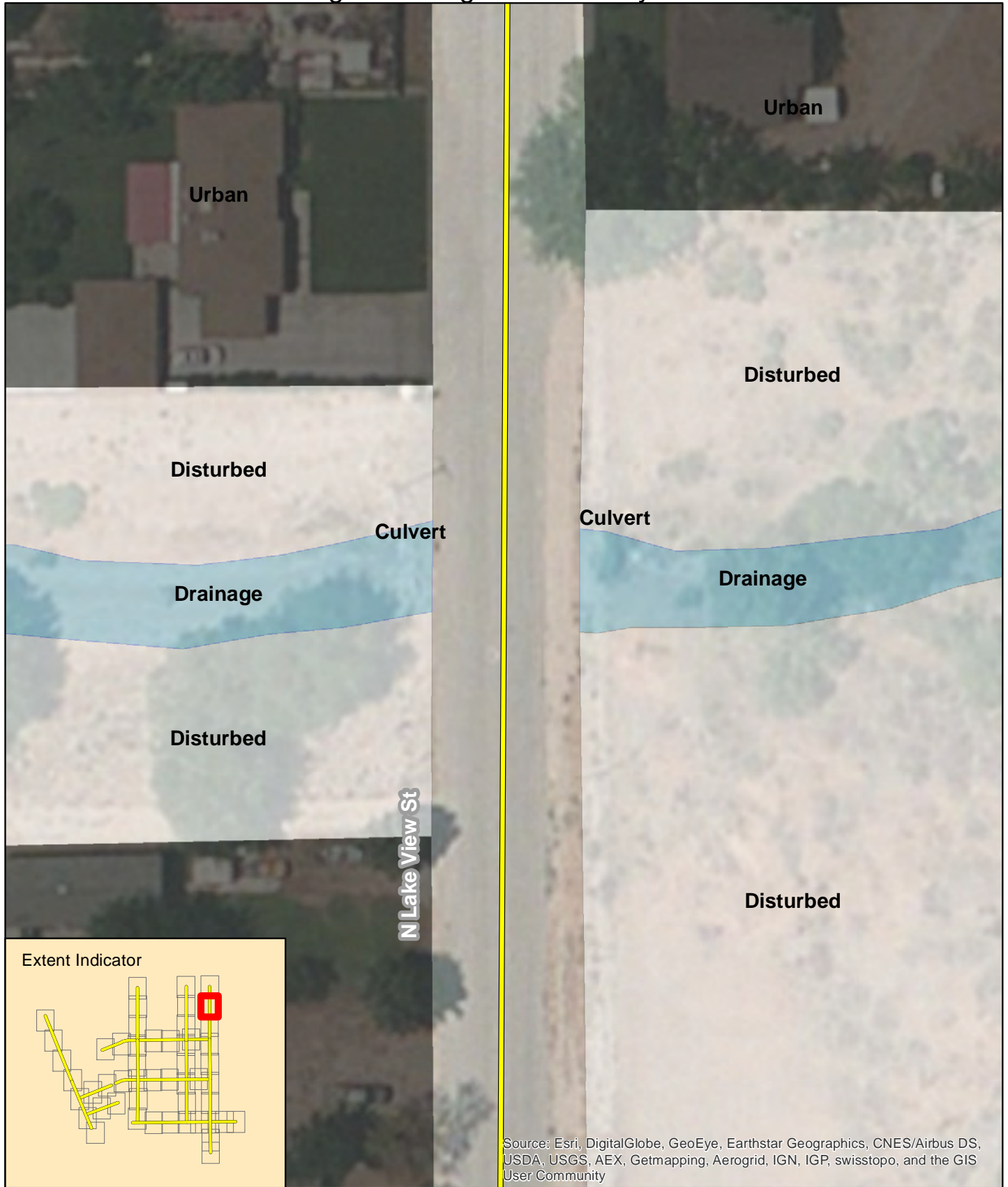
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

### Legend

- Project Roadway Segment
- Big Sagebrush Scrub
- Disturbed
- Urban

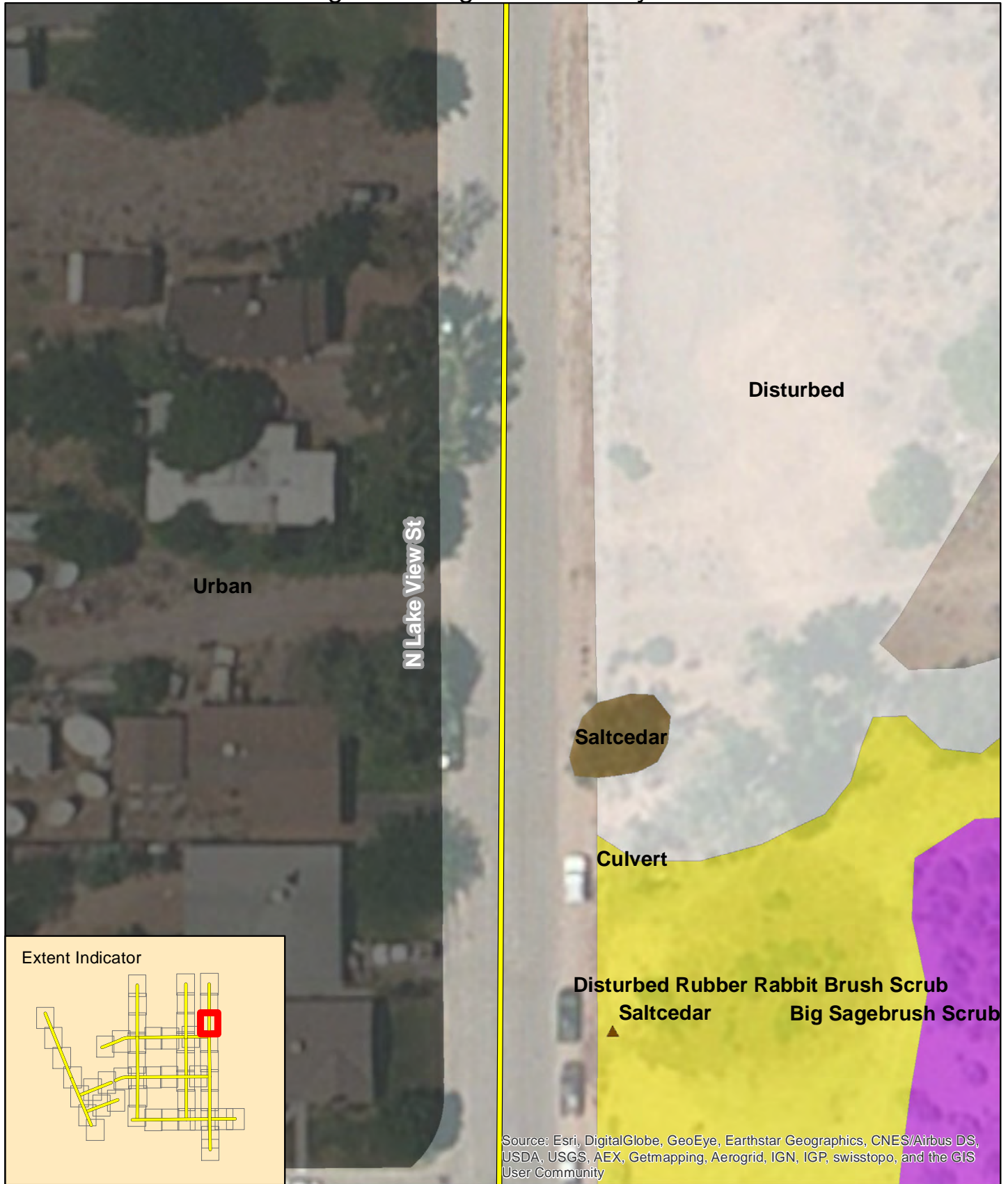


Lone Pine PEAR Road Segments Vegetation Survey

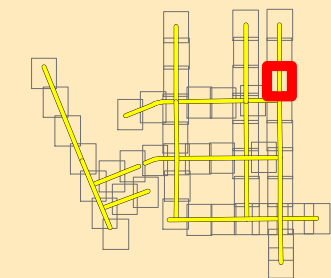




# Lone Pine PEAR Road Segments Vegetation Survey



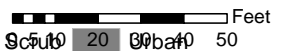
Extent Indicator



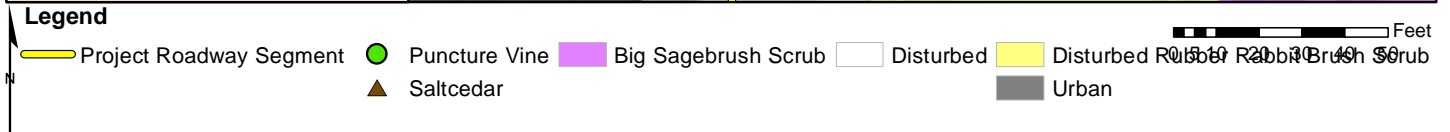
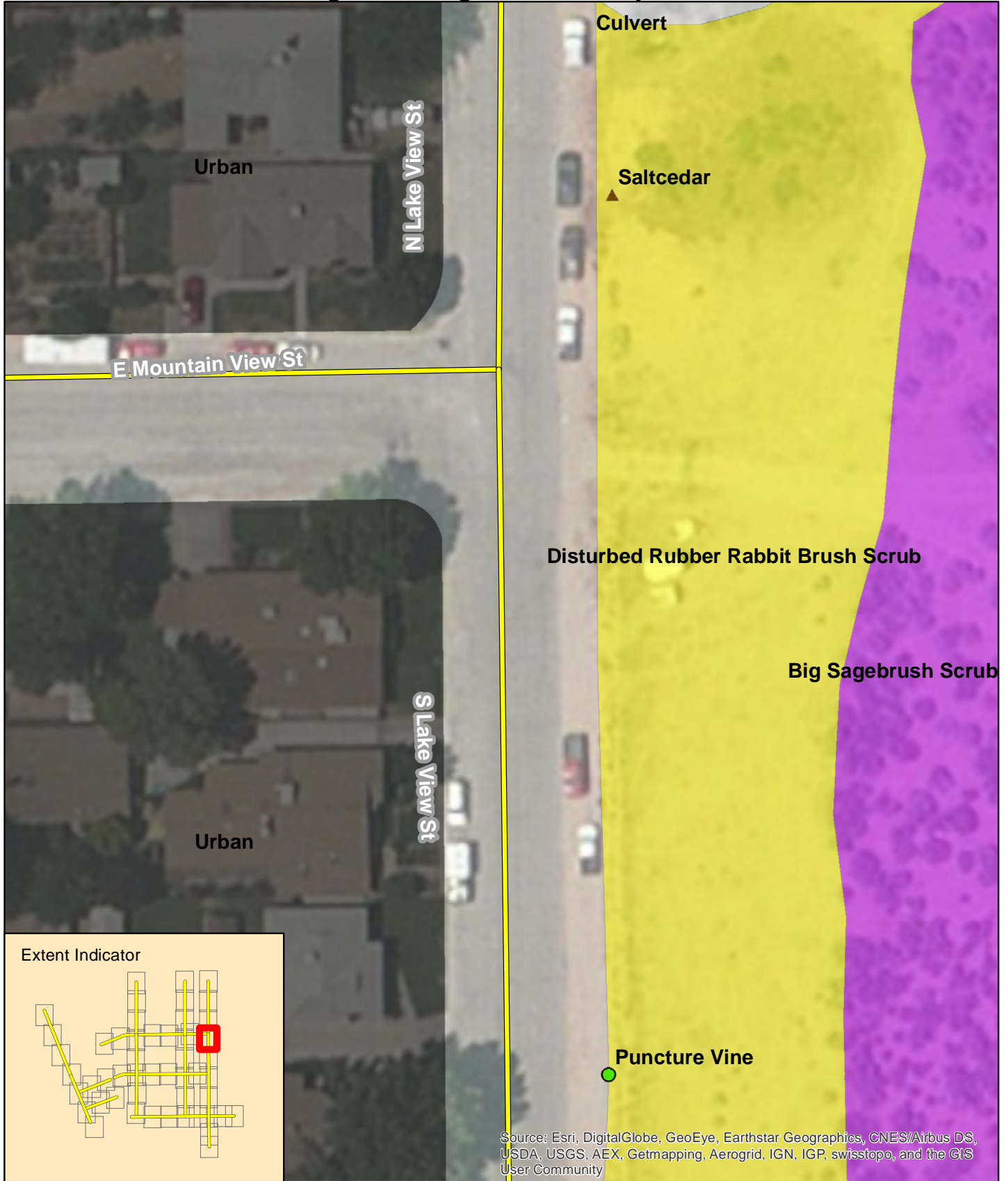
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

### Legend

- Project Roadway Segment
- Saltcedar
- Big Sagebrush Scrub
- Disturbed Rubber Rabbit Brush Scrub
- Disturbed
- Saltcedar



Lone Pine PEAR Road Segments Vegetation Survey



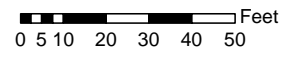


Lone Pine PEAR Road Segments Vegetation Survey

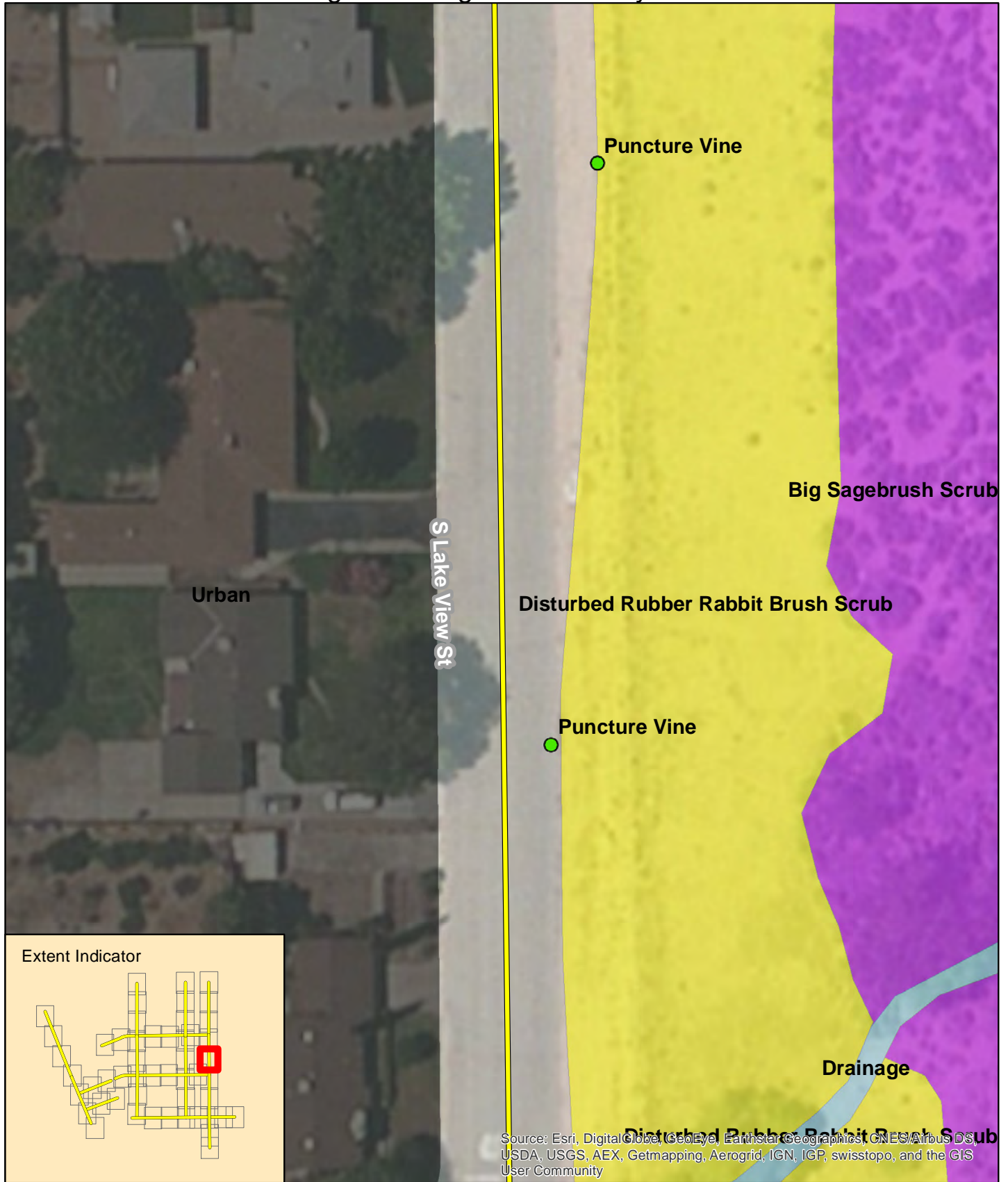


**Legend**

Project Roadway Segment    Disturbed    Urban



# Lone Pine PEAR Road Segments Vegetation Survey



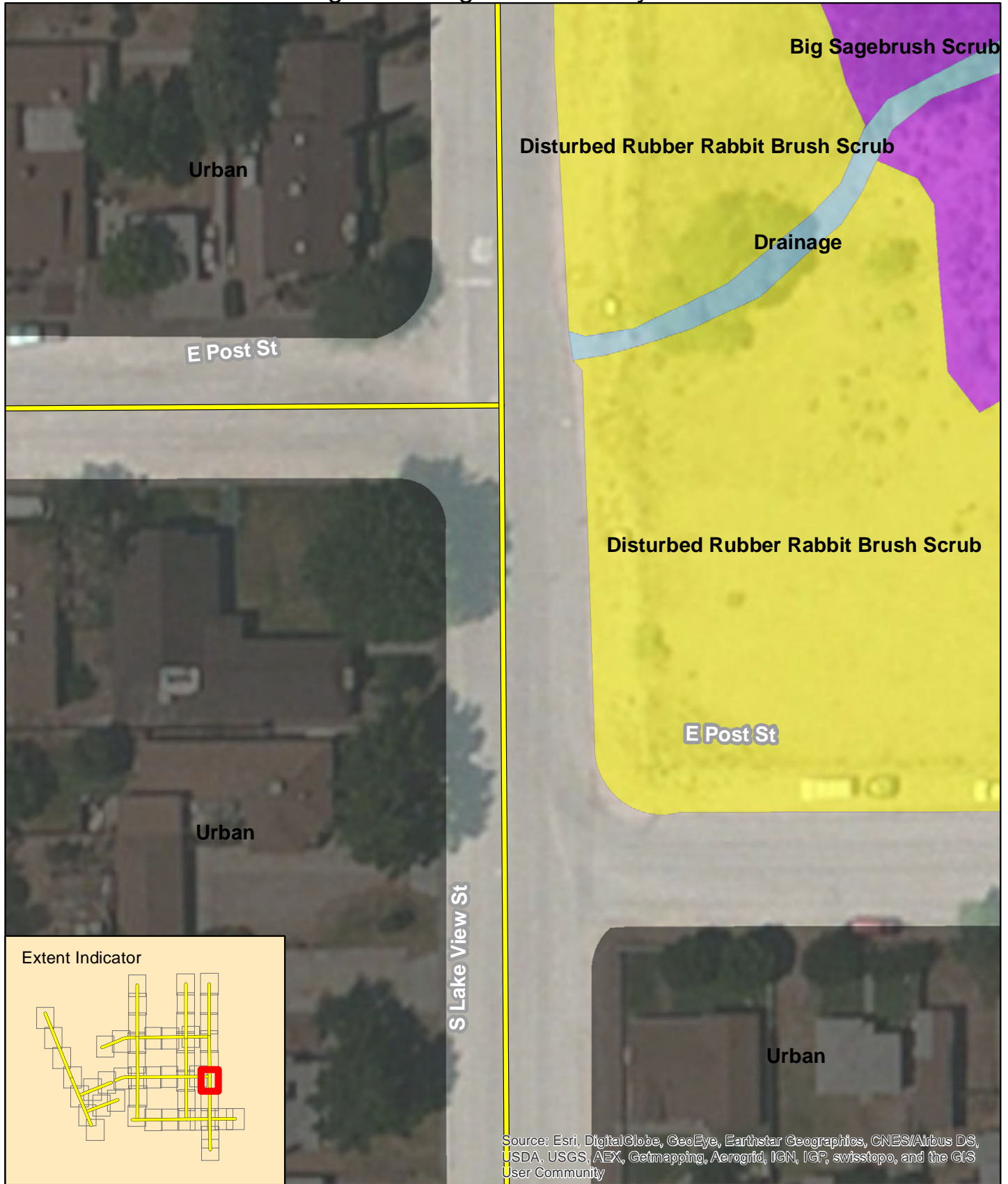
**Legend**

- Project Roadway Segment
- Puncture Vine
- Big Sagebrush Scrub
- Disturbed Rubber Rabbit Brush Scrub
- Drainage
- Urban

Scale: 0 30 60 Feet



Lone Pine PEAR Road Segments Vegetation Survey



**Legend**

- Project Roadway Segment
- Big Sagebrush Scrub
- Disturbed Rubber Rabbit Brush Scrub
- Drainage
- Urban



Scale: 0 10 20 30 40 50 Feet




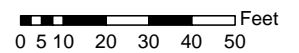
# Lone Pine PEAR Road Segments Vegetation Survey



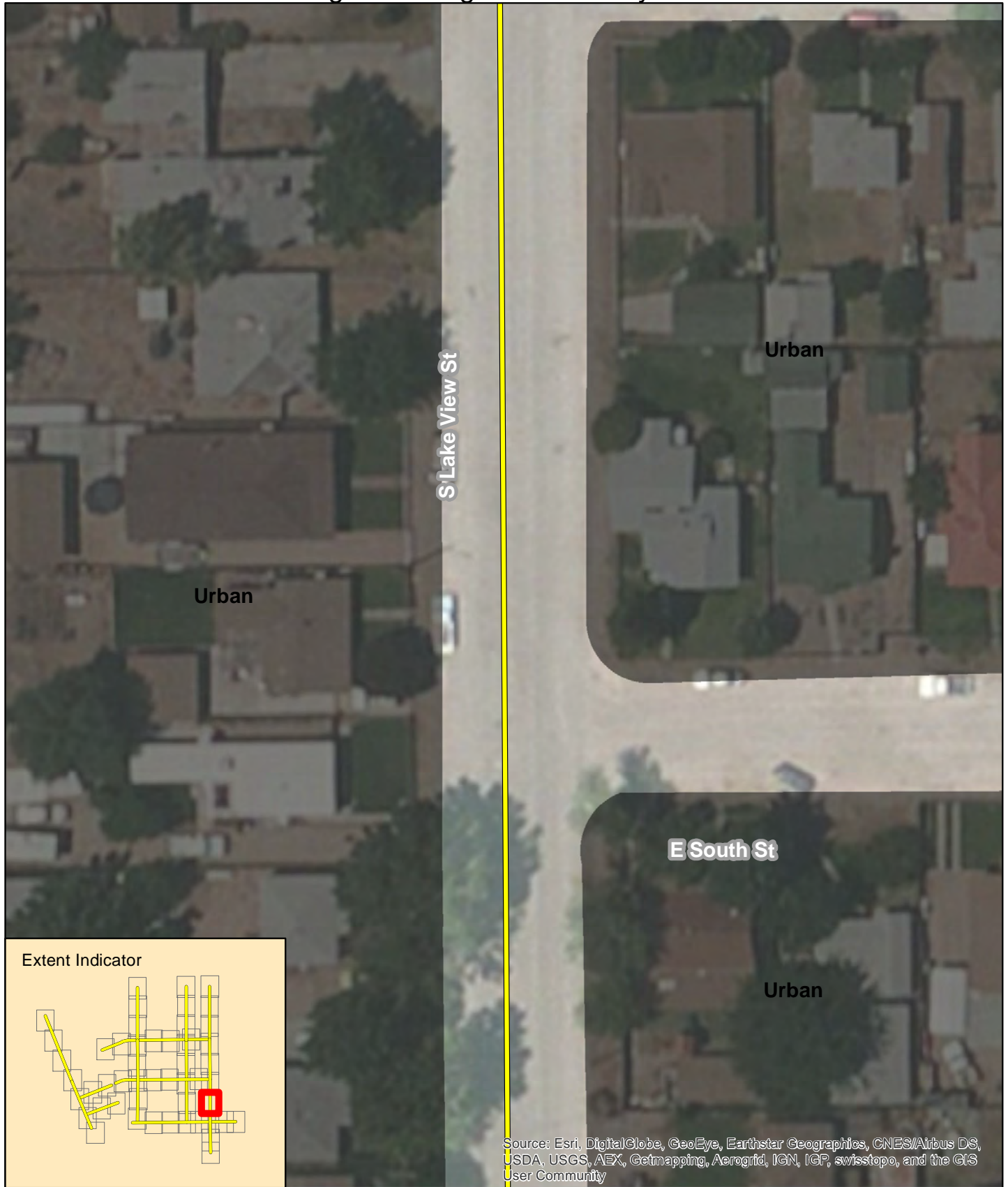
**Legend**

 Project Roadway Segment  Urban





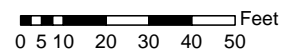


Lone Pine PEAR Road Segments Vegetation Survey



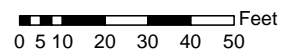
**Legend**

 Project Roadway Segment  Urban

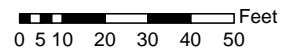
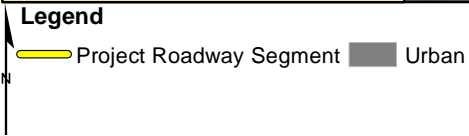




Lone Pine PEAR Road Segments Vegetation Survey

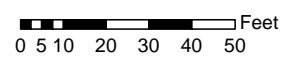
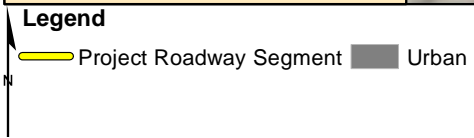
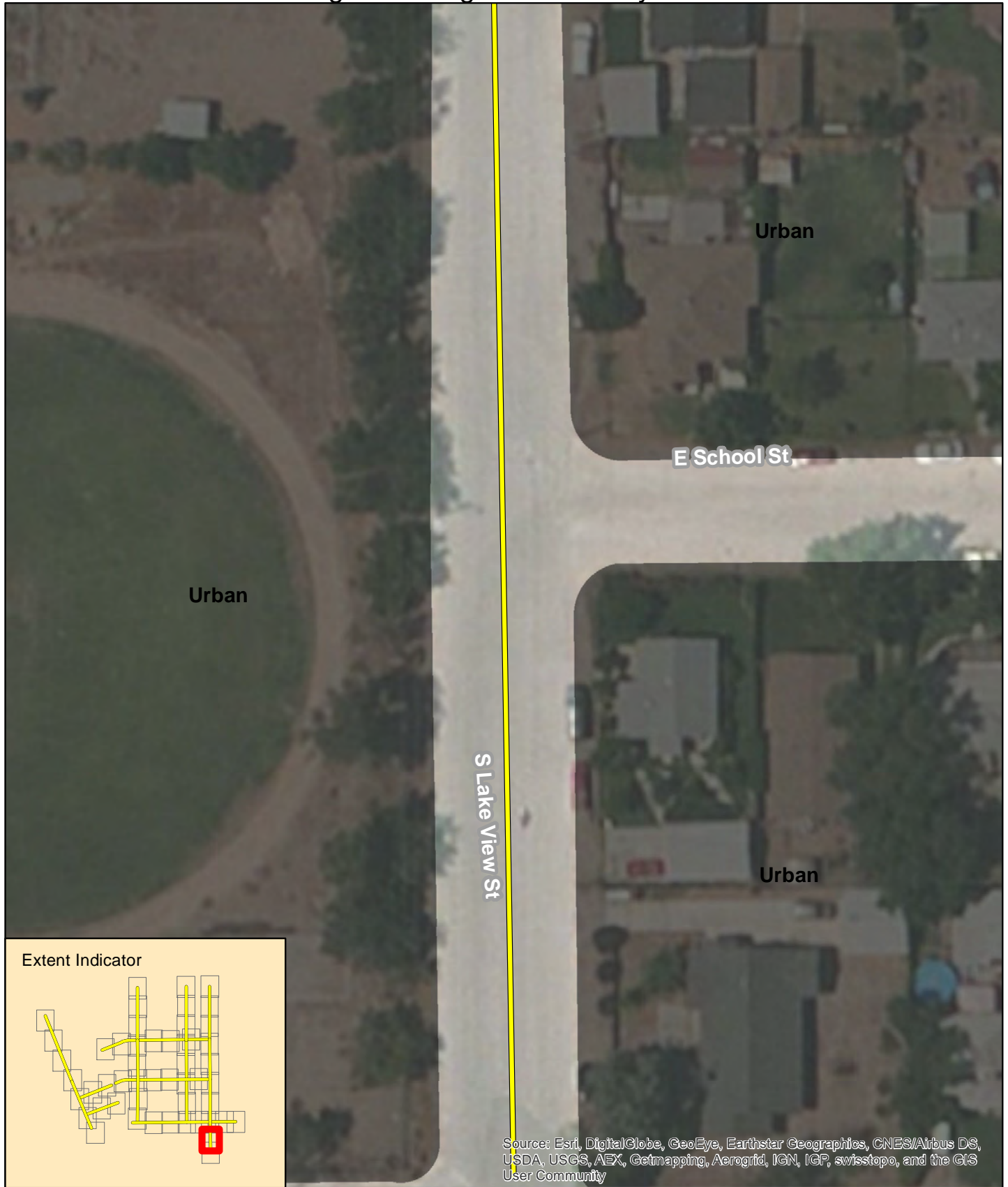


Lone Pine PEAR Road Segments Vegetation Survey



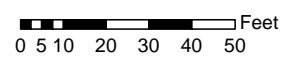


Lone Pine PEAR Road Segments Vegetation Survey

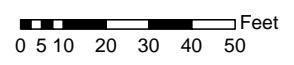
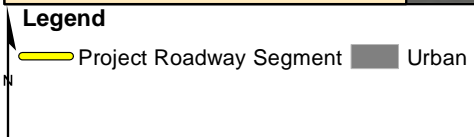




Lone Pine PEAR Road Segments Vegetation Survey

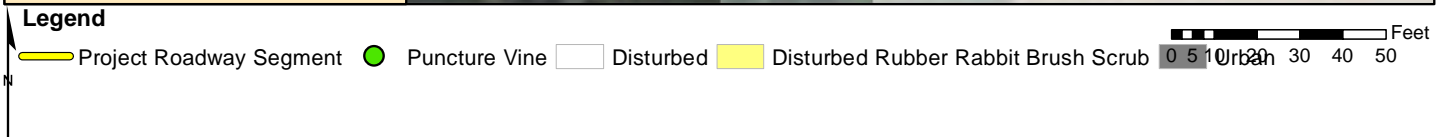


# Lone Pine PEAR Road Segments Vegetation Survey





Lone Pine PEAR Road Segments Vegetation Survey



**Attachment A: PEAR Environmental Studies Checklist**





## Environmental Studies for PA&ED Checklist

	Not anticipated	Memo to file	Report required	Risk*			Comments
				L	M	H	
Wetlands & Other Waters/Delineation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
404(b)(1) Alternatives Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Invasive Species	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Wild & Scenic River Consistency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Coastal Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
HMMP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
DFG Consistency Determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
2081	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Cumulative Impacts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Context Sensitive Solutions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Section 4(f) Evaluation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
<b>Permits:</b>							
401 Certification Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
404 Permit Coordination, IP, NWP, or LOP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
1602 Agreement Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
Local Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
State Coastal Development Permit Coordination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
NPDES Coordination	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
US Coast Guard (Section 10)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
TRPA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			
BCDC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>L</u>			

**Attachment B: Estimated Resources by WBS Code**

**ATTACHMENT B - Resources by WBS Code**

**Project ID:**

**EA:**

**Description: Lone Pine Rehab**

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Stewardship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total	
Assigned Unit																					
<b>Project Management</b>																					
100.05.05 -- Project Init. & PIng.																					
100.05.10 -- PID Cmpnt Exec. & Ctrl.																					
100.05.15 -- PID Cmpnt Closeout																					
100.10.05 -- PA&ED Cmpnt Init. & PIng.																					
100.10.10 -- PA&ED Cmpnt. Exec. & Ctrl.																					
100.10.15 -- PA&ED Cmpnt. Closeout																					
100.10.20 -- Project Shelving (PA&ED)																					
100.10.25 -- Project unshelving (PA&ED)																					
100.10.30 -- Updd Admtv Rec during PA&ED																					
100.10.35 -- Execd Coop Agre for PA&ED Process																					
100.15.05 -- PS&E Cmpnt Init. & PIng.																					-
100.15.10 -- PS&E Cmpnt. Exec. & Ctrl.																					
100.15.15 -- PS&E Cmpnt. Closeout																					
100.15.20 -- Project Shelving (PS&E)																					
100.15.25 -- Project Unshelving (PS&E)																					
100.15.35 -- Execd Coop Agre for PS&E Process																					
100.20.05 -- Const. Cmpnt Init. & PIng.																					-
100.20.10 -- Const. Cmpnt. Exec. & Ctrl.																					
100.20.15 -- Const. Cmpnt. Closeout																					
100.20.20 -- Project Shelving (Construction)																					
100.20.25 -- Project Unshelving (Construction)																					
100.20.30 -- Updd Admtv Rec during Const																					
100.20.35 -- Execd Coop Agre for Const Process																					
100.25 -- Project Management - Right of Way																					-
Total Project Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Perform Preliminary Engineering Studies and Draft Project Report</b>																					
160.05.05 -- Approved PID Review																					
160.05.10 -- Geotechnical Information Review																					
160.05.20 -- Traffic Data & Forecasts Review																					
160.05.30 -- Project Scope Review																					
160.10.20 -- Value Analysis																					-
160.10.25 -- Hydraulics/Hydro Study																					
160.10.45 -- Utility																					
160.15.20 -- Draft Project Report																					-
160.15.25 -- Draft PR Circ, Rev & App																					
160.30.05 -- Maps for ESR																					-
160.30.10 -- Surveys/Maps for Env Studies					8																
160.40 -- NEPA Delegation				-																	-
Total Perform Prelim Eng Studies & Draft PR	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Perform Environmental Studies and Prepare Draft Environmental Document - Task Management Activities</b>																					
165.05.05 -- Project Information Review			2	4		4						4									14
165.10.25 -- Noise Study												8									8
165.10.30 -- Air Quality Study																					
165.10.35 -- Water Quality Studies																					
165.10.45 -- Sum. Geotech Report																					
165.10.75 -- Envir. Commitments Record																					
165.10.99 -- Other Env Studies																					
165.15.99 -- Other Biological Studies																					-
165.20.05.05 -- APE Map						6															6
165.20.05.10 -- NA Consultation																					
165.20.05.15 -- Records & Literature Search						28															

Project ID:

EA:

Description: Lone Pine Rehab

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total
<b>Assigned Unit</b>																				
165.20.20.05 -- Prelim APE/ Study Area Maps - Archl						10														
165.25.15 -- CatEx/CE Determination			1	8																9
165.25.20 -- Envirn. Quality Cntrl & Other Review			1	4																
165.25.25 -- Approval to Circulate Resolution																				
165.25.30 -- Environmental Coordination				8																
165.25.99 -- Other Draft Envrn Document Prodct																				
165.30 -- NEPA Assignment			-																	-
Total Perform Env Studies & Prepare DED	-	-	4	24	-	48	-	-	-	-	-	12	-	-	-	-	-	-	-	37
<b>Obtain Permits, Licenses, Agreements and Certifications (PLACs) and Route Adoptions during PA&amp;ED Component - Task Management Activities</b>																				
170.05 -- Required PLACs																				
170.10.05 -- U.S. Army Corps of Engineers Permit (404)																				
170.10.10 -- U.S. Forest Service Permit(s)																				
170.10.15 -- U.S. Coast Guard Permit																				
170.10.20 -- CDFW 1600 Agreement(s)																				
170.10.25 -- Coastal Zone Development Permit																				
170.10.30 -- Local Agency Concurrence/Permit																				
170.10.40 -- Waste Discharge (NPDES) Permit(s)			2	60																
170.10.45 -- USFWS Approval																				
170.10.50 -- RWQCB 401 Permit																				
170.10.60 -- Updated ECR																				
170.10.95 -- Other Permits																				
170.15 -- Railroad Agreements																				
170.20 -- Freeway Agreements																				
170.25 -- Agreement for Material Sites																				
170.30 -- Executed Maintenance Agreements																				
170.40 -- Route Adoptions																				
170.45 -- MOU from TERO																				
170.55 -- NEPA Assignment																				
Obtain PLACS & Rte Adoptions during PA&ED	-	-	2	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Circulate Draft Environmental Document and Select Preferred Project Alternative - Task Management Activities</b>																				
175.05 -- DED Circulation																				
175.10 -- Public Hearing																				
175.15 -- Public Comment Responses & Corr																				
175.20 -- Project Preferred Alternative																				
175.25 -- NEPA Assignment																				
Total Circ DED & Select Preferred Proj Alt	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Prepare and Approve Project Report and Final Environmental Document</b>																				
180.05 -- Final Project Report																				
180.10 -- Final Env Document																				
180.15 -- Completed Env Document																				
180.20 -- NEPA Assignment																				
Total Prep and Approve PR & FED	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Prepare Base Maps and Plan Sheets for PS&amp;E Development</b>																				
185.05.05 -- Project Concept Review																				
185.05.10 - Updated Project Information																				
185.05.99 -- Other Updated Project Info Products																				
185.10.50 -- Control Surveys																				
185.10.60 -- Engineering Surveys																				
185.10.65 -- As-Build Centerline Surveys																				
185.10.70 -- Pavement Surveys																				
185.15.05 -- Roadway and Misc Design																				
Total Prep Base Maps & Plan Sheets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Project ID:

EA:

Description: Lone Pine Rehab

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total
Assigned Unit																				
<b>Right of Way Property Management and Excess Land</b>																				
195.40 – Property Management																				-
195.45 – Excess Land																				-
Total RW Property Mgmt and Excess Land	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Utility Relocation</b>																				
200.15 – Approved Utility Relocation Plan																				-
200.20 – Utility Relocation Package																				-
Total Utility Coordination	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Obtain Permits, Licenses, Agreements, and Certifications (PLACs) during PS&amp;E Component - Task Management Activities</b>																				
205.05 – PLACs Determination																				-
205.10 – PLACs																				-
205.15 – Railroad Agreements																				-
205.25 – Agreement for Material Sites																				-
205.30 – Executed Maintenance Agreements																				-
205.45 – MOU from TERO																				-
205.55 – NEPA Delegation																				-
Total Permits & Agreements during PS&E	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Obtain Right of Way Interests for Project Right of Way Certification</b>																				
225.75 – Right of Way Clearance																				-
Total Obtain RW Interests for Proj RW Cert	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Prepare Draft PS&amp;E</b>																				
230.05.45 – Noise Barrier Plans				1								3								4
230.05.65 -- Water Pollution Control Plans																				-
230.35.15 – Traffic Specifications																				-
230.40.05 -- Roadway Quantities and Estimates																				-
230.60 – Updated Project Info for PS&E Pkg																				-
230.90 – NEPA Assignment																				-
230.99 – Other Draft PS&E Products																				-
Total Prepare Draft PS&E	-	-	-	1	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	4
<b>Mitigate Environmental Impacts and Clean-up Hazardous Waste - Task Management Activities</b>																				
235.05.10 – Archy & Cult Mitigation																				-
235.05.15 -- Biological Mitigation																				-
235.05.99 -- Other Environ Mitigation Products																				-
235.10 – Detailed Site Investigation for HW																				-
235.15 – HW Management Plan																				-
235.20 – HW PS&E																				-
235.25 – HW Clean-up																				-
235.30 – Haz Substances Disclosure Doc																				-
235.35 – Long Term Mitigation Monitoring						240														240
235.40 – Updated Env Commitments Record																				-
235.45 – NEPA Assignment																				-
Total Mit Env Impacts & Clean-up HW	-	-	-	-	-	240	-	-	-	-	-	-	-	-	-	-	-	-	-	240
<b>Post Right of Way Certification Work</b>																				
245.75 – Right of Way Clearance																				-
Total Post RW Clearance Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Project ID:

EA:

Description: Lone Pine Rehab

WBS Task Activity Code	Division Chief	Office Chief	Senior	Generalist	Biology	Cultural	Haz Waste	Socio-Economic	Storm Water	ECL	Steward-ship	Noise/Air	Sup Svcs	Design	Hydraulics	Landscape	Planning	Right of Way	Surveys	Total	
Assigned Unit																					
<b>Circulate, Review and Prepare Final District PS&amp;E Package</b>																					
255.05 – Circ. & Rev. Draft Dist PS&E Package																					-
255.10 – Updated PS&E Package																					-
255.15 – Environmental Reevaluation																					-
255.20 – Final District PS&E Package																					-
255.40 – Resident Engineer's Pending File																					-
255.45 – NEPA Assignment																					-
Total Circ, Rev and Prepare Final Dist PS&E Pkg	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Contract Bid Documents "Ready to List"</b>																					
260.75 - Env Cert at RTL																					-
Total Contract Bid Documents "RTL"	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Construction Engineering and General Contract Administration</b>																					
270.20.50 – Technical Support			1	3																	4
270.33 – Construction Inspection																					-
270.66 – Technical Support																					-
Total Const Engineering & Gen Contract Admin.	-	-	1	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4
<b>Administration of Permits, Licenses, Agreements and Certifications (PLACs) and Environmental Stewardship</b>																					
280.10 – PLAC Compliance																					-
280.40 – PLAC Violations																					-
280.50 – Other Environmental Compliance																					-
280.60 – Other Environmental Violations																					-
280.70 – Updated ECR																					-
280.75 – Environmental Reevaluation																					-
280.80 – Updated PLACs																					-
Total Admin of PLACs and Env Stewardship	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Change Order Administration</b>																					
285.05 – Change Order Process																					-
285.10 – Functional Support																					-
Total Change Order Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Disputes and Claims</b>																					
290.40 – Potential Claim Record																					-
Total Disputes and Claims	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Accept Contract/Prepare Final Construction Estimate and Final Report</b>																					
295.35 – Certificate of Environmental Compliance																					-
295.40 – Long Term Env Mit/Mont after CCA																					-
Total Accept Contract	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Project Hours	-	-	7	96	-	288	-	-	-	-	-	15	-	-	-	-	-	-	-	-	285

**Attachment C: Schedule (Gantt Chart)**

# Attachment C: Schedule of Environmental Tasks

ID	Task Mode	Task Name	Duration	Start	Finish	3rd Quarter			1st Quarter			3rd Quarter			1st Quarter		
						Jul	Sep	Nov	Jan	Mar	May	Jul	Sep	Nov	Jan	Mar	May
1		<b>Perform Environmental Studies and Prepare DED</b>	<b>50 days</b>	<b>Sat 7/1/18</b>	<b>Thu 9/7/18</b>												
2		Noise Study	11 days	Wed 7/5/18	Wed 7/19/18												
3		Records and Literature Search	60 days	Fri 7/7/18	Thu 9/28/18												
4		CatEx/CE Determination	3 days	Fri 9/29/18	Mon 10/2/18												
5		Waste Discharge/NPDES Application (SWPPP)	30 days	Thu 11/1/19	Wed 12/12/19												
6		Biological Monitor	195 days	Fri 2/8/20	Thu 11/7/20												
7		Native American Monitor	195 days	Fri 2/8/20	Thu 11/7/20												

Project: Schedule for Environmen Date: Mon 11/9/15	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			

**Attachment D: PEAR Environmental Commitments Cost Estimate (Standard PSR)**



**Attachment D: PEAR Environmental Commitments Cost  
Estimate**  
Standard PSR Only  
**Alternative 1**

*PART 1 PROJECT INFORMATION*

*rev. 11/08*

District-County-Route-Post Mile 9-INY-Various	EA:
Project Description: Alternative 1: The project will demolish portions of 12 existing roadways in the town of Lone Pine, CA, and construct new roadways in the same location.	
Form completed by (Name/District Office): Panorama Environmental, Inc.	
Project Manager: Chantel Brown, Inyo County DPW	Phone Number: 760-878-0204
Date: November 2015	

*PART 2 PERMITS AND AGREEMENTS*

	Permits and Agreements <b>(\$\$)</b>
<input type="checkbox"/> Fish and Game 1602 Agreement	0
<input type="checkbox"/> Coastal Development Permit	0
<input type="checkbox"/> State Lands Agreement	0
<input type="checkbox"/> Section 401 Water Quality Certification	0
<input type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	0
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	0
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	0
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	0
<input type="checkbox"/> Other: NPDES	\$9500
Total (enter zeros if no cost)	\$9500

### PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
  - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
  - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
  - Cost of right of way or easements.
  - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
  - Long-term monitoring and reporting
  - Any follow-up maintenance
  - Use current costs; the Project Manager will add an appropriate escalation factor.
  - This is an estimating tool, so a range is not only acceptable, but advisable.

<b>Environmental Commitments Alternative 1</b>					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation					
• Noise minimization	\$1000			\$1000	Design noise barriers (\$650 estimated by WBS code 230.05.45)
Special landscaping					
Archaeological resources					
• Construction monitoring			\$5500-\$6500	\$6500	Native American monitor on site during ground disturbing activities (\$6000; Estimated by WBS code 235.35)
Biological resources					
• Nesting Bird Surveys			\$6000-\$7000	\$7000	\$6080 estimated by WBS code 235.05.15
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations					
Other:					
Total (enter zeros if no cost)				\$14,500	

**Attachment D: PEAR Environmental Commitments Cost  
Estimate  
Standard PSR Only  
Alternative 2**

*PART 1 PROJECT INFORMATION*

rev. 11/08

District-County-Route-Post Mile 9-INY-Various	EA:
Project Description: Alternative 2: The project will demolish 12 existing roadways in the town of Lone Pine, CA, and construct new roadways in the same location.	
Form completed by (Name/District Office): Panorama Environmental, Inc.	
Project Manager: Chantel Brown, Inyo County DPW	Phone Number: 760-878-0204
Date: November 2015	

*PART 2 PERMITS AND AGREEMENTS*

	Permits and Agreements (\$\$)
<input type="checkbox"/> Fish and Game 1602 Agreement	0
<input type="checkbox"/> Coastal Development Permit	0
<input type="checkbox"/> State Lands Agreement	0
<input type="checkbox"/> Section 401 Water Quality Certification	0
<input type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	0
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	0
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	0
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	0
<input checked="" type="checkbox"/> Other: NPDES	\$9500
Total (enter zeros if no cost)	\$9500

### PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
  - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
  - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
  - Cost of right of way or easements.
  - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
  - Long-term monitoring and reporting
  - Any follow-up maintenance
  - Use current costs; the Project Manager will add an appropriate escalation factor.
  - This is an estimating tool, so a range is not only acceptable, but advisable.

<b>Environmental Commitments Alternative 1</b>					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation					
• Noise minimization	\$1000			\$1000	Design noise barriers (\$650 estimated by WBS code 230.05.45)
Special landscaping					
Archaeological resources					
• Construction monitoring			\$5500-\$6500	\$6500	Native American monitor on site during ground disturbing activities (\$6000; Estimated by WBS code 235.35)
Biological resources					
• Nesting Bird Surveys			\$6000-\$7000	\$7000	\$6080 estimated by WBS code 235.05.15
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations					
Other:					
Total (enter zeros if no cost)				\$14,500	

Attachment D: PEAR Environmental Commitments Cost Estimate  
Standard PSR Only  
**Additive Alternative**

*PART 1 PROJECT INFORMATION*

*rev. 11/08*

District-County-Route-Post Mile 9-INY-Various	EA:
Project Description: Additive Alternative: Upgrading all pedestrian facilities in the project area to ADA standards. The Additive Alternative would be included with either Alternative 1 or Alternative 2, or not included at all.	
Form completed by (Name/District Office): Panorama Environmental, Inc.	
Project Manager: Chantel Brown, Inyo County DPW	Phone Number: 760-878-0204
Date: November 2015	

*PART 2 PERMITS AND AGREEMENTS*

	Permits and Agreements (\$\$)
<input type="checkbox"/> Fish and Game 1602 Agreement	0
<input type="checkbox"/> Coastal Development Permit	0
<input type="checkbox"/> State Lands Agreement	0
<input type="checkbox"/> Section 401 Water Quality Certification	0
<input type="checkbox"/> Section 404 Permit – Nationwide (U.S. Army Corps)	0
<input type="checkbox"/> Section 404 Permit – Individual (U.S. Army Corps)	0
<input type="checkbox"/> Section 10 Navigable Waters Permit (U.S. Army Corps)	0
<input type="checkbox"/> Section 9 Permit (U.S. Coast Guard)	0
<input type="checkbox"/> Other: NPDES	0
Total (enter zeros if no cost)	0



**PART 3. ENVIRONMENTAL COMMITMENTS FOR PERMANENT IMPACTS**

To complete the following information:

- Report costs in \$1,000s.
- Include all costs to complete the commitment:
  - O.K. to break down by phase: Design, ROW, Construction, and/or provide Sub-Total.
  - Capital outlay and staff support. Refer to Estimated Resources by WBS Code. For example, if you estimated 80 hours for biological monitoring (WBS 235.35 Long Term Mitigation Monitoring), convert those hours to a dollar amount for this entry. For current conversion rates from PY to dollars, see the Project Manager.
  - Cost of right of way or easements.
  - If compensatory mitigation is anticipated (for wetlands, for example), insert a range for purchasing credits in a mitigation bank.
  - Long-term monitoring and reporting
  - Any follow-up maintenance
  - Use current costs; the Project Manager will add an appropriate escalation factor.
  - This is an estimating tool, so a range is not only acceptable, but advisable.

<b>Environmental Commitments Additive Alternative</b>					
	Estimated Cost in \$1,000's				Notes
	<u>Phases</u>				
	<u>Design</u>	<u>ROW</u>	<u>Construction</u>	<u>Sub-Total</u>	
Noise abatement or mitigation					
Special landscaping					
Archaeological resources					
Biological resources					
Historical resources					
Scenic resources					
Wetland/riparian resources					
Res./bus. relocations					
Other:					
Total (enter zeros if no cost)				0	

# **ATTACHMENT H PHOTOGRAPHS**



**Brewery St.**



**Tim Holt St.**





**E. Muir St.**



**E. Mountain View St.**

**ATTACHMENT 2**  
**Sample Contract Agreement**



**CONTRACT BETWEEN THE COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with \_\_\_\_\_ (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

**TERMS AND CONDITIONS**

**1. STATEMENT OF WORK**

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Contract will be made by the Public Works Director, Michael Errante. Requests to the Consultant for work or services to be performed under this Contract will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Contract.

Services and work provided by the Consultant at the County's request under this Contract will be performed in a manner consistent with the requirements and standards established by applicable Federal, State, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

**2. PERFORMANCE PERIOD**

**(Choose Option 1 or Option 2)**

**Option 1** – Standard Contract

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

**Option 2 – On-Call Contracts**

A. This Contract shall go into effect on \_\_\_\_\_, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on \_\_\_\_\_, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

**3. WORK SCHEDULE**

Consultant's obligation is to perform, in a timely manner, those services and work identified in Attachment A which is requested by the County. It is understood by Consultant that the performance of these services and work will require a varied schedule. Consultant will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Contract will be performed within the time frame set forth by County. This work schedule shall be included in Attachment A to the Contract, Scope of Work.

**4. ALLOWABLE COSTS AND PAYMENTS**

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$\_\_\_\_\_. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. 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 provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. 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 or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - 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:

Trevor Taylor  
County of Inyo, Public Works  
Department P.O. Drawer Q  
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$\_\_\_\_\_.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

## **5. 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 alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

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>.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Contract.

B. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **7. 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 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", 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 with 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's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date 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.

## **8. STATUS OF CONSULTANT**

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Contract, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. Consultant, by virtue of this Contract, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Consultant is to be considered an employee of County. It is understood by both Consultant and County that this Contract shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent Consultant:

A. Consultant shall determine the method, details, and means of performing the work and services to be provided by Consultant under this Contract.

B. Consultant shall be responsible to County only for the requirements and results specified in this Contract, and except as expressly provided in this Contract, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Contract.

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

## **9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA**

Consultant shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Consultant to provide the services identified in Attachment A to this Contract. County is not obligated to reimburse or pay Consultant, for any expense or cost incurred by Consultant in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.



## 10. 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 incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the 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 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 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 sale 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 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.

## 11. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Contract are, and at the termination of this Contract remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

## 12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

For the duration of this Contract Consultant shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

## 13. 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, Attachment B.

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

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

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

## 14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

Contractor shall hold harmless, defend, and indemnify County and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the **active negligence**, sole negligence, or willful misconduct of the County.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Consultant, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **15. 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 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 its 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.

## **16. 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 Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative 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 CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the

management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

## **17. TERMINATION**

- A. 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.

## **18. 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.

## **19. ASSIGNMENT**

This is a Contract for the services of Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Contract. Consultant shall not assign or subcontract this Contract, or any part of it, without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Contract without the prior written consent of County.



## **20. DEFAULT**

If the Consultant abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B “County Property,” shall apply to any partially completed work if the contract is terminated or abandoned.

## **21. WAIVER OF DEFAULT**

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Contract unless this Contract is modified as provided in Section 30 (thirty) below.

## **22. 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 publically 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. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

**23. 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.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. 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.

F. 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.

G. 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.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

## **24. 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.

## **25. PROHIBITION OF EXPENDING LOCAL AGENCY 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 local agency 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", and/or Caltrans Exhibit 10-Q in accordance with the 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.

## 26. 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 5 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.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

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 1064 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, nationality, 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.

## 27. POST CONTRACT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

## **28. SEVERABILITY**

If any portion of this Contract or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Contract, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Contract are severable.

## **29. 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, limitation, 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.

## **30. AMENDMENT/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.



**31. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**County of Inyo:**

Public Works \_\_\_\_\_ Department  
PO Drawer Q \_\_\_\_\_ Address  
Independence, CA 93526 \_\_\_\_\_ City and State

**Consultant:**

\_\_\_\_\_ Name  
\_\_\_\_\_ Address  
\_\_\_\_\_ City and State

**32. ENTIRE CONTRACT**

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONSULTANT**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**CONTRACT BETWEEN COUNTY OF INYO**  
**AND** \_\_\_\_\_

**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**

**ATTACHMENT B**  
**CONTRACT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

**ATTACHMENT C**  
**CONTRACT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

**ATTACHMENT D**

**CONTRACT BETWEEN COUNTY OF INYO**  
**AND** \_\_\_\_\_  
**FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**



## **Specifications 2**

### **Insurance Requirements for Professional Services**

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 hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Primary Coverage**

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

#### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### **Waiver of Subrogation**

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ATTACHMENT E**

**CONTRACT BETWEEN COUNTY OF INYO  
AND \_\_\_\_\_  
FOR THE PROVISION OF CONSULTANT SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**FEDERAL/STATE FUNDS ADDENDUM**

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** (if NO federal funds will be used for the project, DBE consideration does not apply) Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The 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.

Any subcontract entered into as a result of this contract shall contain all of these provisions.

**ATTACHMENT 3**  
**Required Local Assistance Procedures Manual Exhibits**

Note: the fillable PDF's may have to be extracted and filled out separately to prevent form fields from merging input information.



**EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**LABOR COSTS**

a) Subtotal Direct Labor Costs \_\_\_\_\_

b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \_\_\_\_\_

**INDIRECT COSTS**

d) Fringe Benefits (Rate: \_\_\_\_\_ )      e) Total Fringe Benefits [(c) x (d)] \_\_\_\_\_

f) Overhead (Rate: \_\_\_\_\_ )                      g) Overhead [(c) x (f)] \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_ )      i) Gen & Admin [(c) x (h)] \_\_\_\_\_

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \_\_\_\_\_

**FIXED FEE**

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee \_\_\_\_\_ ]** \_\_\_\_\_

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS** \_\_\_\_\_

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_

Subconsultant 2: \_\_\_\_\_

Subconsultant 3: \_\_\_\_\_

Subconsultant 4: \_\_\_\_\_

m) **TOTAL SUBCONSULTANTS' COSTS** \_\_\_\_\_

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \_\_\_\_\_

**TOTAL COST [(c) + (j) + (k) + (n)]** \_\_\_\_\_

**NOTES:**

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

**EXHIBIT 10-H1 COST PROPOSAL** Page 2 of 3  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500		\$50.00	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	100%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$257,871.10	
	Direct Labor Subtotal before Escalation			=	\$250,000.00	
	Estimated total of Direct Labor Salary Increase			=	\$7,871.10	Transfer to Page 1

**NOTES:**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF  
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

*(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)*

**Consultant's Full Legal Name:** \_\_\_\_\_

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

**Indirect Cost Rate:**

Combined Rate \_\_\_\_\_ % **OR**

Home Office Rate \_\_\_\_\_% and Field Office Rate (if applicable) \_\_\_\_\_%

Facilities Capital Cost of Money \_\_\_\_\_% (if applicable)

**Fiscal period \*** \_\_\_\_\_

\* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

**Financial Management System:**

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

**Cost Reimbursements on Contracts:**

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

**All A&E Contract Information:**

- Total participation amount \$ \_\_\_\_\_ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is \_\_\_\_\_.
- Years of consultant’s experience with 48 CFR Part 31 is \_\_\_\_\_.
- Audit history of the consultant’s current and prior years (if applicable)
 

<input type="checkbox"/> Cognizant ICR Audit	<input type="checkbox"/> Local Gov’t ICR Audit	<input type="checkbox"/> Caltrans ICR Audit
<input type="checkbox"/> CPA ICR Audit	<input type="checkbox"/> Federal Gov’t ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name\*\*: \_\_\_\_\_ Title\*\*: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email\*\*: \_\_\_\_\_ Phone Number\*\*: \_\_\_\_\_

\*\*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

- Distribution:**
- 1) Original - Local Agency Project File
  - 2) Copy - Consultant
  - 3) Copy - Caltrans Audits and Investigations



EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year ____ quarter ____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p><b>11. Individuals Performing Services</b>  (including address if different from No. 10)  (last name, first name, MI)</p>	
<p><b>12. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>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 12:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>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.</b></p>		
<p>Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction  Standard Form - LLL</p>		

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 (MI).
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