



CITY OF RED BLUFF  
REQUEST FOR PROPOSALS  
May 6, 2016

INITIAL STUDY / MITIGATED NEGATIVE DECLARATION  
AND ENVIRONMENTAL DOCUMENTS/STUDIES FOR  
NABA PROPERTIES RESIDENTIAL PLANNED DEVELOPMENT PROJECT  
(APN 027-140-034-001)

PROPOSALS ACCEPTED UNTIL  
May 27, 2016

The City of Red Bluff is requesting proposals from qualified professional environmental practitioners to prepare an Initial Study (IS) and, if deemed appropriate, a Mitigated Negative Declaration (MND) pursuant to the California Environmental Quality Act (CEQA) for the proposed NABA Properties Residential Planned Development project. The details of the project are as follows:

## 1. PROJECT DESCRIPTION

The proposed project is a request by the property owner, NABA Properties LLC (owner/applicant) to the City of Red Bluff to establish rezoning on 4.3 acres of a larger 37.45-acre parcel identified as Tehama County Assessor Parcel Number 027-140-034-001; approval of a 14-lot tentative subdivision map on 4.3 acres of the larger 37.45-acre parcel; and, annexation of the 4.3-acre portion of the larger parent-parcel being subdivided to the City of Red Bluff. The subject property is a vacant, undeveloped parcel located on the east side of Ludlow Avenue at the street's northern terminus inside of the City, north of Walbridge Street. The portion of the site proposed to be subdivided is located immediately east of the intersection of Ludlow Avenue and Winchell Court (see **Attachment A – Parcel / Project Site**).

The subject parcel is currently located outside of the corporate boundaries of the City of Red Bluff. However, it is located within the Tehama LAFCO approved Sphere of Influence of the City of Red Bluff and is immediately contiguous to the incorporated City boundary. Water and sewer infrastructure are available in the adjacent public street (Ludlow Avenue).

The specific details associated with the proposed Project and Project Site are as follows:

Application Request: Establishment of Rezoning; Tentative Subdivision Map Approval; Annexation to the City of Red Bluff

Jurisdiction (current): Unincorporated Tehama County

Jurisdiction (proposed): City of Red Bluff

General Plan – Current (City of Red Bluff): RL – Residential Low Density (0-6 du/ac)

Zoning - Current (Tehama County): R-1 – One Family Residential District

Zoning – Proposed (City of Red Bluff): R-1 – Single Family Residential District

The specific project details are as follows:

- 1) Prezoning: Application of City of Red Bluff zoning (prezoning) on a 4.3-acre portion of a larger 37.45-acre parcel of land with the City of Red Bluff's Tehama LAFCO Sphere of Influence. The requested prezoning district is R-1, Single-Family Residential which has been determined to be consistent with the City's RL – Residential Low Density land use designation established on the larger parcel.
- 2) Tentative Subdivision Map: Approval of a 14-unit, single-family residential tentative subdivision map having a single cul-de-sac access located off of Ludlow Avenue (see **Attachment B – Proposed Tentative Map**) on 4.3-acres of the larger 37.45-acre parcel. And,
- 3) Annexation: Annexation of the subdivided area (4.3-acres) to the City of Red Bluff.

The proposed CEQA document for this effort should include as anticipated entitlement actions all three (3) of the actions described above.

The project site is currently vacant and un-developed. The applicant has provided a Wetland Assessment Report that has been included with this RFP (see **Attachment C – Wetland Assessment Report**). The proposed project will require at least one discretionary action by the City of Red Bluff as well as a discretionary action by the Tehama Local Agency Formation Commission (LAFCO).

## 2. SCOPE OF SERVICES REQUESTED

### A. General

1. Prepare an Initial Study and any appropriate technical studies determined to be necessary to support the environmental document (e.g. cultural and biological resources; air quality, etc...) to determine if any environmental issues will have significant impacts. AMND may be the appropriate CEQA document; however, a final determination as a result of the IS will be necessary.

Note: As mentioned previously, a wetlands assessment has been provided by the applicant.

2. Prepare all required notices to support the City's preparation and consideration of the CEQA document (e.g. NOI, NOD, etc...).
3. Prepare a Mitigation Monitoring and Reporting Program (MMRP) for mitigation measures are proposed for the project.

4. Address and respond to all comments received in response to the circulation of the MND.
5. Present the MND to the Planning Commission and City Council, if needed (include a time and fee proposal as an option task).
6. Attendance at a minimum of two public hearings (see note in task #5 above re: inclusion of the optional task for meeting attendance).
7. Attend up to three (3) meetings with staff and the applicant as necessary.

#### **B. Deliverables / Proposal Contents**

1. Identification of specific members of your proposed Project Team.
2. Overview of Project Team's experience with similar projects.
3. Anticipated scope of services to be provided during CEQA process.
4. Not-to-exceed budget for the complete CEQA process, along with a breakdown of costs by task.
5. Schedule of hourly rates and costs that would be charged, should work beyond the agreed upon scope become necessary.
6. Administrative drafts and revised drafts of all documents/products for review by staff in electronic format.
7. Public review draft of all documents/products: 15 hard copies (includes copies to be filed with the SCH), one unbound camera-ready / print-ready version of the document and one electronic copy of all documents in MSWord and pdf file formats.
8. Administrative draft and final Responses to Comments documents (where appropriate):  
15 hard copies, one unbound camera-ready / print-ready version of the document and one electronic copy of all documents in MSWord and pdf file formats.
9. Final version of all documents/products: 15 hard copies, one unbound camera-ready / print-ready version of all documents and materials and one electronic copy of all documents in MSWord and pdf file formats.

Note: All plans, documents and drawings both in printed and electronic formats prepared by the consultant for the City are property of the City of Red Bluff and are to be submitted to the City. Selected consultant will be required to submit all documents, tables, graphics, meeting notices, etc. in a format suitable for posting on the City's web site.

#### **4. PROPOSED SCHEDULE**

Provide a schedule for each of the tasks and the time needed to complete those tasks. It is anticipated that preparation of the MND will take approximately four months.

#### **5. BUDGET**

Costs to complete each task should be provided in a budget with the total cost specified to complete the tasks outlined in this RFP.

#### **6. SUBMITTAL REQUIREMENTS**

Respondents shall submit three (3) hard copies of the proposal, having a maximum page limit of 15 pages (excluding resumes and submittal cover letter), to the City in response to this solicitation.

Proposals shall include the following:

- a. Information demonstrating the consultant's understanding of and approach to the project.
- b. Information which demonstrates the consultant's experience in completing MND's for cities similar in size and population to Red Bluff and/or within the northern California area.
- c. Identification of personnel proposed on this project including their qualifications and experience on similar projects and the consultant's project manager for this project.
- d. Clear and comprehensive statements regarding the proposed delivery of services and products by task.
- e. A detailed project schedule for the project including milestones and deliverables.
- f. Specific comments on the City's Standard consultant Services Agreement proposed for this project, a copy of which is attached as **Attachment D**. Proposals shall identify any exceptions taken by the consultant regarding the terms, conditions and requirements of the City's standard Agreement along with an explanation and suggested language for dealing with the exception. Unless exceptions are noted in the proposal, the selected consultant will be expected to execute the City's Standard Agreement as proposed. The consultant's proposal will be referenced and included as an exhibit in the final Agreement executed with the City.
- g. A detailed proposal identifying costs by project task.

### **Standard Terms and Conditions Relating to the City’s RFP Process**

- A. The City reserves the right to reject any or all proposals, the right in its sole discretion to accept the proposal which it considers most favorable to the City’s interest, and the right to waive any minor irregularity or technicality in proposals received.
- B. Failure to observe any of the instructions or conditions in this request for proposal may constitute grounds for rejection.
- C. The City will not be liable for any costs incurred in the preparation of proposals.
- D. The City reserves the right to request an interview with any consultant to determine service capabilities in greater detail and to clarify any unclear areas in the proposal.
- E. In the event the consultant to whom the contract is awarded does not execute a contract within 21 working days of such award, the City may give notice to such Consultant of intent to award the contract to the next ranked consultant, or to call for new proposals.
- F. By submitting a proposal, the consultant certifies that the appropriate officer has read and fully understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
- G. The City reserves the right to accept or reject any items or combination of items within a proposal.
- H. The City reserves the right to conduct pre-contract negotiations with any or all consultants.

### **7. PROPOSAL DEADLINE**

Three hard copies of the Proposal must be submitted no later than 4:00 pm PST on Friday, May 27, 2016.

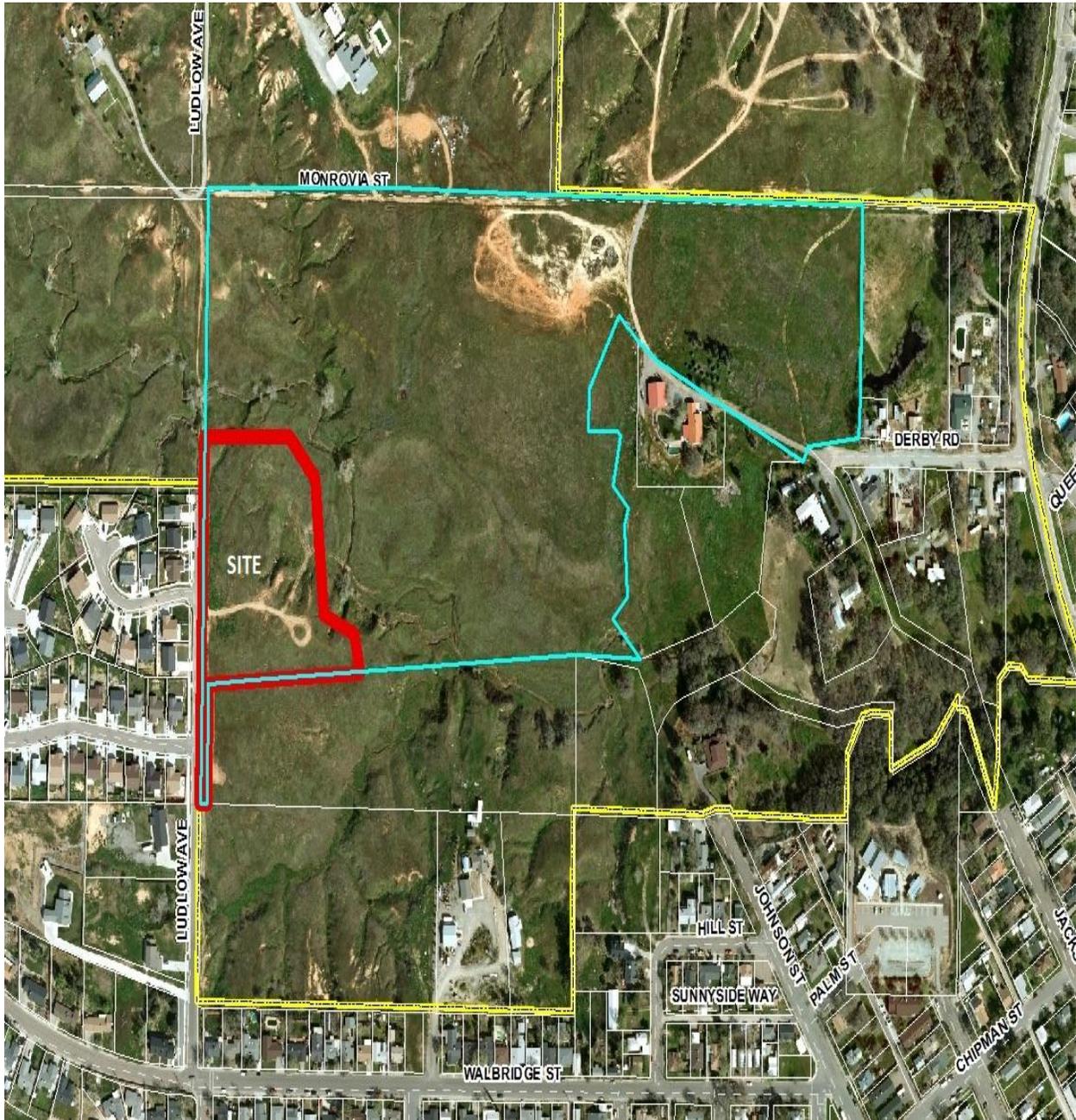
### **8. COMMENTS / CONTACT**

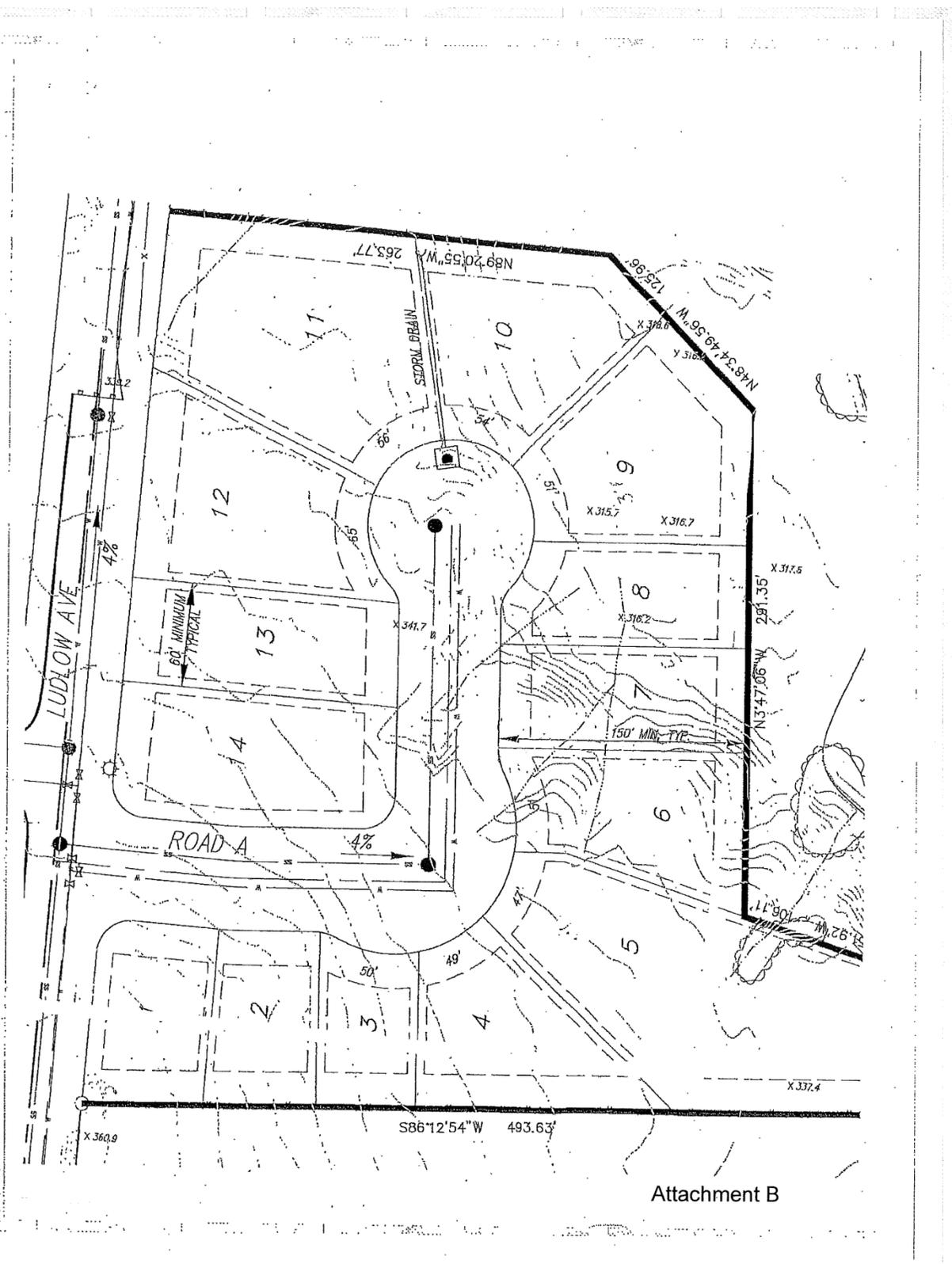
All comments and questions about this matter, and all proposals, shall be directed to the following contact:

City of Red Bluff - Community Development Department  
Attn.: Mr. Scott Friend, AICP, Comm. Devel. Dir.  
555 Washington Street  
Red Bluff, CA 96080

Phone: 530-527-2605 ext. 3059 (Tues/Thurs) or 530-527-2605 ext. 3057 (Mon/Wed/Fri)  
[csmith@cityofredbluff](mailto:csmith@cityofredbluff) / [sfriend@cityofredbluff.org](mailto:sfriend@cityofredbluff.org)

ATTACHMENT A





Attachment B

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WIEMEYER ECOLOGICAL SCIENCES

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# WETLAND DELINEATION REPORT

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LUDLOW AVENUE SITE  
RED BLUFF, CA

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NABA, PREZONE #223, PTTM# 15-1000  
(APN 027-140-034)

Prepared For:

**Dominick Civil Engineering and Surveying**  
406 Pine Street  
Red Bluff, CA 96080

Prepared By:

**Darren Wiemeyer**  
Wiemeyer Ecological Sciences

July 2, 2015

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WIEMEYER ECOLOGICAL SCIENCES  
4527 MONTGOMERY DRIVE, SUITE J, SANTA ROSA, CA 95409

Attachment C

WETLAND DELINEATION REPORT: LUDLOW AVENUE SITE, RED BLUFF, CA

**TABLE OF CONTENTS**

1	Summary.....	2
2	Site Description.....	2
3	Study Methods.....	2
4	Results.....	3
4.1	Plant Communities & Habitats.....	3
4.1.1	<i>Non-Native Annual Grassland (42200)</i> .....	3
4.1.3	<i>Drainage Ditch</i> .....	3
4.2	Hydrology.....	4
4.3	Soils.....	4
5	References.....	4
6	Figures.....	4
	APPENDIX A.....	5

WETLAND DELINEATION REPORT: LUDLOW AVENUE SITE, RED BLUFF, CA

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**1 SUMMARY**

The subject site is located on Ludlow Avenue in Red Bluff, CA (referred to as the “site”) (Figure 1). The site is located on a portion of Assessor’s Parcel Number 027-140-034. The site totals 4.43-acres in size. The wetland delineation was performed at the site on March 20, 2015. Two wetland determination data points were performed at the site in a flat area in the center of the site. There is no seasonal wetland habitat at the site (Figure 4).

A drainage ditch is located at the northwest corner of the site. This drainage ditch appears to have formed as a result of the construction of Ludlow Avenue and the residential subdivision to west of the subject site. It appears that storm water flows north down Ludlow Avenue, then enters the drainage ditch which transports storm water into Brewery Creek, which is located off-site to the north and east of the subject site (Figure 4).

Field jurisdictional determination confirmation by the United States Army Corps of Engineers (USACE) staff will confirm any jurisdictional features at the site.

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**2 SITE DESCRIPTION**

The site is located at the northeast corner of the end of Ludlow Avenue in Red Bluff, CA (Figure 1). The site is located on a portion of Assessor’s Parcel Number 027-140-034. The site totals 4.43-acres in size. The site generally slopes to the southeast where a portion in the middle of the site is relatively steep. Site elevations range from approximately 318-362 feet above sea level (Figure 2). Plant communities mapped at the site include non-native annual grassland and a drainage ditch (Figure 4). Brewery Creek, which is a seasonal stream with limited riparian habitat, is located adjacent to the north and east boundaries of the site. There are no structures on the site.

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**3 STUDY METHODS**

Standard USACE wetland delineation procedures as described in the USACE Wetlands Delineation Manual (Environmental Laboratory, 1987) were used to determine whether wetlands were present at the site. The December 2006 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual Arid West Region procedures was also used to determine the extent of wetlands present at the site. A routine on-site investigation was conducted using the plant community assessment method. Each sample included detailed application of the three-parameter approach (vegetation, hydrology and soils).

WETLAND DELINEATION REPORT: LUDLOW AVENUE SITE, RED BLUFF, CA

The wetland delineation was performed at the site on March 20, 2015. Additional site visits were performed on May 9 and June 19, 2015 obtain additional vegetation data. Soil pits were dug at each of the two (2) wetland determination data point locations where the soil was examined for evidence of reducing conditions (e.g. gleying, mottling, low chroma, etc.). Soil color was determined using a Munsell color chart (Munsell, 1975). Soil pits were dug up to 16 inches in depth at most locations. Wetland determination data point locations were selected based on visual observation of wetland vegetation and topographic depressions at the site.

Plant species and coverage were visually estimated using a releve approach (Mueller-Dombois and Ellenberg, 1974). The National List of Plant Species That Occur in Wetlands: California (Region 0) (Reed, 1988) was used to assign wetland indicator status of species.

Completed wetland determination data forms are included in Appendix A. The sample code on each wetland determination data form corresponds with the point samples shown on the wetland delineation map (Figure 4).

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#### 4 RESULTS

The following discussion examines the three parameters used in making wetland determinations as they relate to environmental characteristics at the site (Vegetation, Hydrology, Soils).

##### 4.1 PLANT COMMUNITIES & HABITATS

Where possible, the vegetation has been classified according to the California Natural Diversity DataBase's Descriptions of the Terrestrial Natural Communities of California (Holland, R. F, 1986). Plant communities observed at the site include non-native annual grassland and a drainage ditch.

##### 4.1.1 Non-Native Annual Grassland (42200)

Non-native annual grassland was the dominant plant community observed at the site (Figure 4). The majority of the site could be considered disturbed or ruderal, but exhibit characteristics of non-native annual grassland habitat. Dominant plant species consist of wild oat (*Avena fatua*), squirreltail (*Elymus elymoides*), spring vetch (*Vicia sativa*), rough cat ears (*Hypochaeris radicata*), gumplant (*Grindelia camporum*), ripgut brome (*Bromus diandrus*), red-stem filaree (*Erodium cicutarium*) and clover (*Trifolium* spp.).

##### 4.1.3 Drainage Ditch

A drainage ditch is located at the northwest corner of the site (Figure 4). This drainage ditch appears to have formed as a result of the construction of Ludlow Avenue and the residential subdivision to the west of the subject site. It appears that storm water flows east down Ludlow Avenue, then enters the drainage ditch which transports storm water into Brewery Creek, which is located off-site to the north and east of the subject site

WETLAND DELINEATION REPORT: LUDLOW AVENUE SITE, RED BLUFF, CA

(Figure 4). This drainage ditch contains similar vegetation as the non-native annual grassland habitat, but does have evidence of scouring.

**4.2 HYDROLOGY**

Surface water from the site generally flows in a southeast direction that eventually reaches Brewery Creek. The site receives surface water only from runoff from Ludlow Avenue into the drainage ditch at the northeast corner of the site (Figure 4). Brewery Creek flows in an easterly direction through the town of Red Bluff where it flows into the Sacramento River (Figure 2). The two wetland determination data points did not exhibit any hydrologic indicators.

**4.3 SOILS**

The site is mapped as having Corning-Redding gravelly loams, 0 to 5 percent slopes (CyB) and Newville gravelly loam, 10 to 30 percent slopes, eroded (NrD2) (Figure 3). These soil types are not listed as hydric soils. The two wetland determination data points did not exhibit low chroma soils, mottling or depleted matrix.

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**5 REFERENCES**

Environmental Laboratory. 1987. USACE of Engineers wetlands delineation manual. Environmental Laboratory Technical Report Y87-1. Department of the Army, USACE of Engineers Washington, D.C.

Mueller-Dombois, D. and H. Ellenberg. 1974. Aims and Methods of Vegetation Ecology. Jon Wiley and Sons, New York. 547 pp.

Munsell. 1975. Munsell Soil Color Charts. Munsell Color, Baltimore, Maryland.

Natural Resource Conservation Service. 1975. Soil Taxonomy. Agriculture Handbook No. 436. Department of Agriculture, Natural Resource Conservation Service, Washington, D. C.

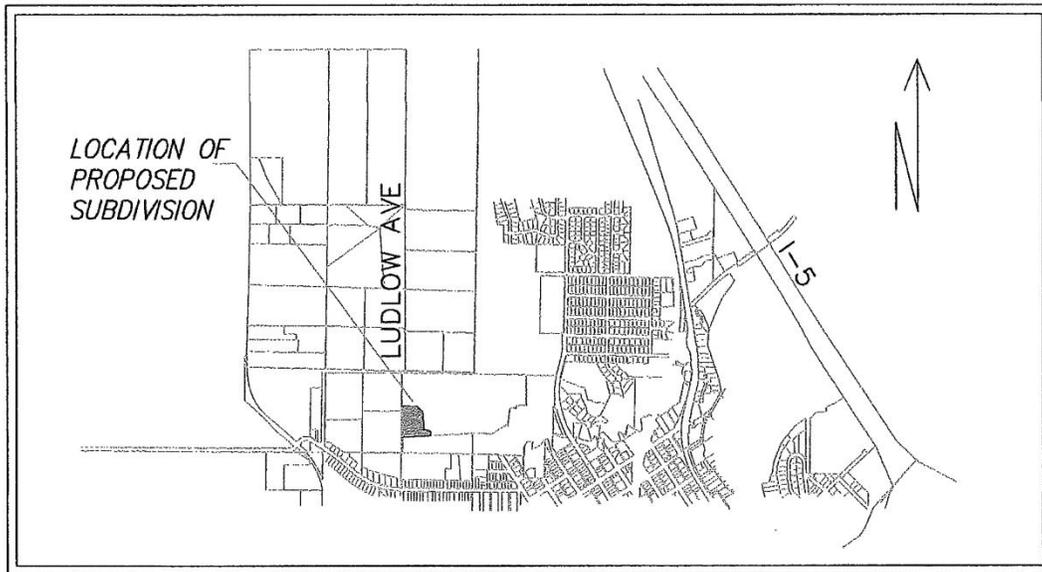
Reed, P. B. 1988. National List of Plant Species That Occur in Wetlands: California (Region 0). U. S. Fish and Wildlife Service, Biological Report 88 (26.10). 135 pp.

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**6 FIGURES**

- Figure 1: Site Vicinity Map
- Figure 2: USGS Topographic Map
- Figure 3: Soils Map
- Figure 4: Wetland Delineation Map

LUDLOW AVENUE SUBDIVISION  
RED BLUFF, CA 96080  
PORTION OF 027-140-034



VICINITY MAP  
NO SCALE



FIGURE 1

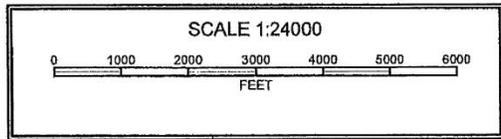
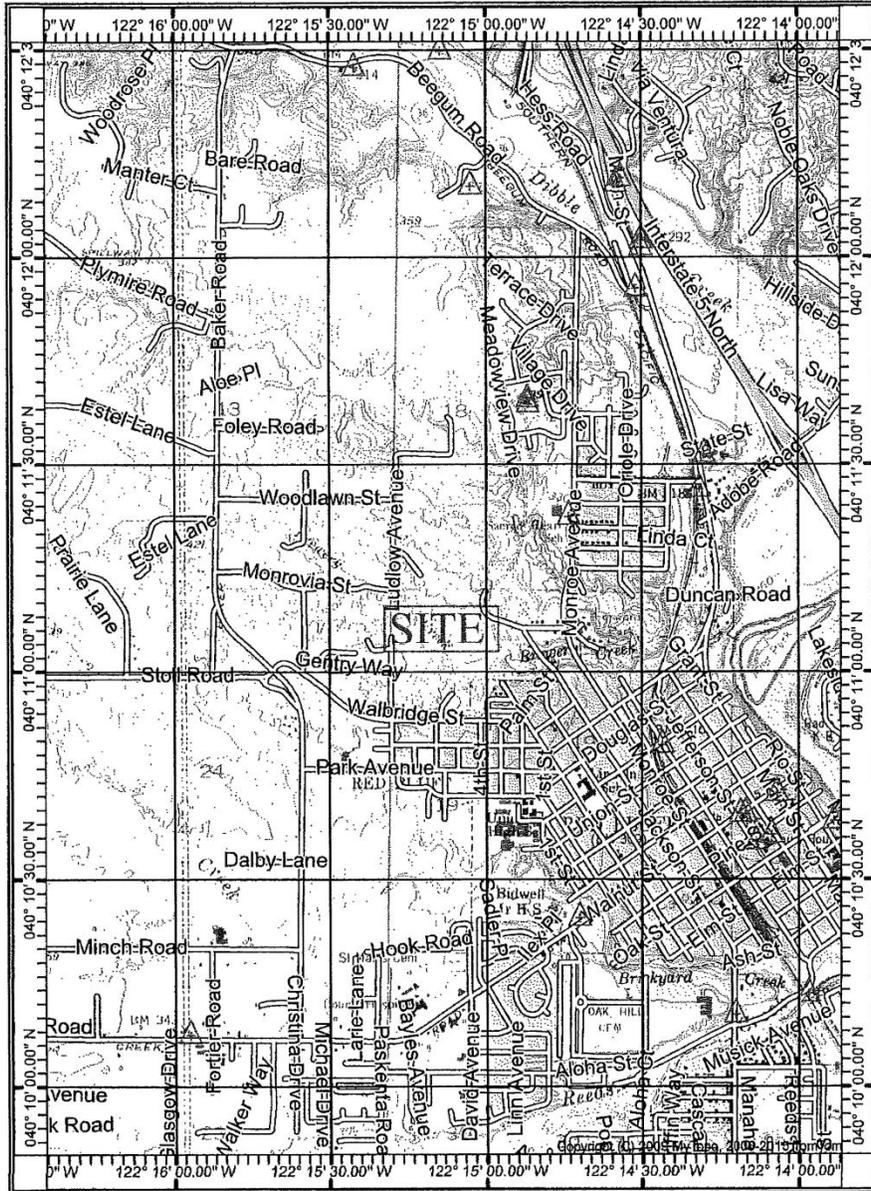
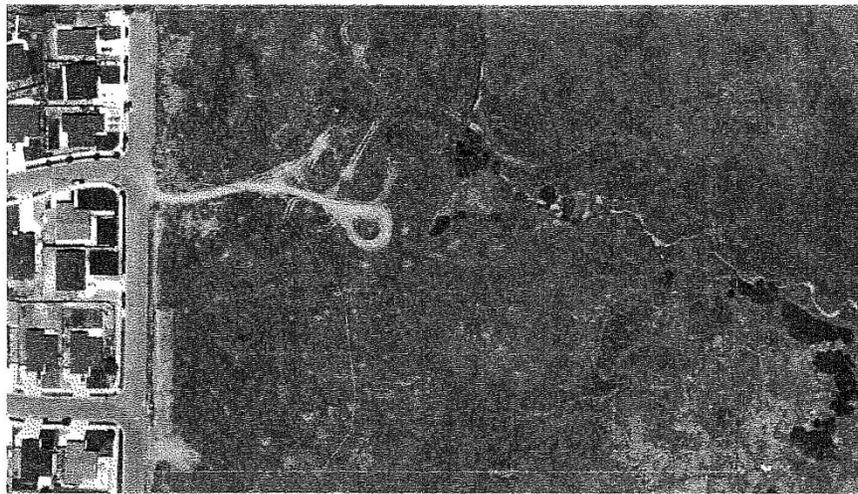


FIGURE 2

SOILS MAP

LUDLOW AVENUE SUBDIVISION  
 RED BLUFF, CA 96080  
 PORTION OF 027-140-034

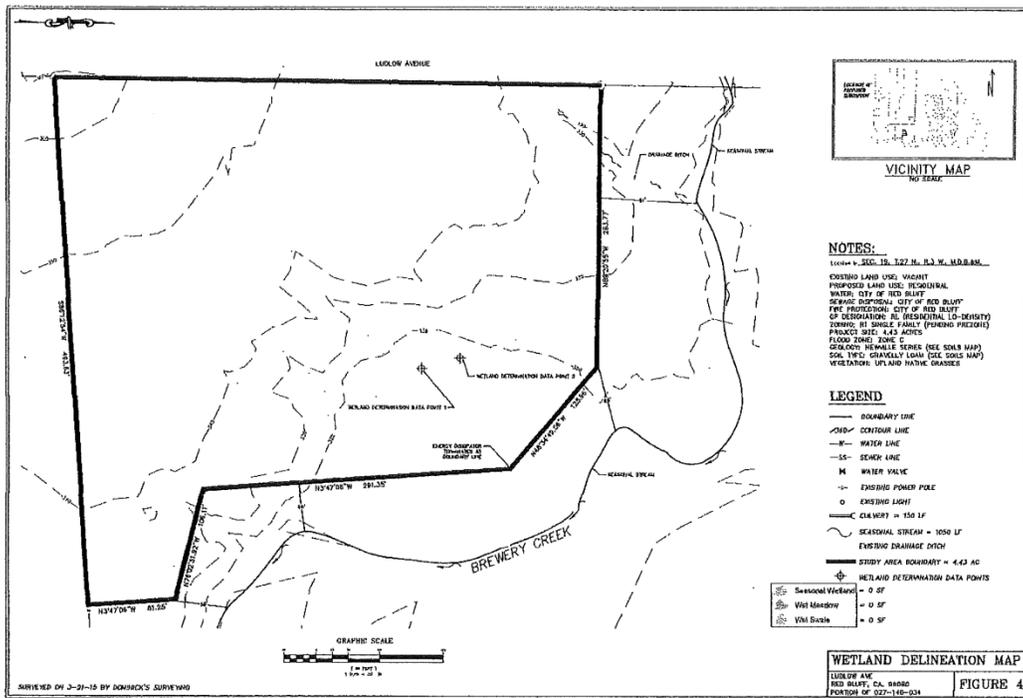


Tehama County, California (CA645)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CyB	Corning-Redding gravelly loams, 0 to 5 percent slopes	2.2	18.6%
NrD2	Newville gravelly loam, 10 to 30 percent slopes, eroded	9.5	81.4%
<b>Totals for Area of Interest</b>		<b>11.7</b>	<b>100.0%</b>

Latitude, Longitude	40.18394°, -122.25446°
Area (acres)	11.7
Map Unit Name	Newville gravelly loam, 10 to 30 percent slopes, eroded
Map Unit Symbol	NrD2
Map Unit Key	460883
Soil Survey Area Symbol	CA645
National Map Unit Symbol	hgl6
Date(s) Photographed	Jun 12, 2010–Jun 30, 2010



FIGURE 3



WETLAND DELINEATION REPORT: LUDLOW AVENUE SITE, RED BLUFF, CA

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**APPENDIX A**

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**WETLAND DATA FORMS**

**WETLAND DETERMINATION DATA FORM – Arid West Region**

Project/Site: Ludlow Avenue City/County: Red Bluff, Tehama Sampling Date: 03/20/2015  
 Applicant/Owner: Dominick Civil Engineering and Surveying State: CA Sampling Point: 1  
 Investigator(s): Darren Wiemeyer Section, Township, Range: Sec 19, 27 N, 3 W, Mount Diablo B&M  
 Landform (hillslope, terrace, etc.): terrace Local relief (concave, convex, none): none Slope (%): 0  
 Subregion (LRR): \_\_\_\_\_ Lat: 40D 11' 05.3" N Long: -122D 15' 18.5" W Datum: \_\_\_\_\_  
 Soil Map Unit Name: Newville gravelly loam, 10 to 30 percent slopes, eroded NWI classification: \_\_\_\_\_  
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No \_\_\_\_\_ (If no, explain in Remarks.)  
 Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ significantly disturbed? Are "Normal Circumstances" present? Yes  No \_\_\_\_\_  
 Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland?	Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes _____ No <input checked="" type="checkbox"/>		
Wetland Hydrology Present?	Yes _____ No <input checked="" type="checkbox"/>		
Remarks: <u>Data point located in a flat, depressional area.</u>			

**VEGETATION**

Herbaceous Stratum (use scientific names)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:
1 <u><i>Elymus elymoides</i></u>	<u>35</u>	<input checked="" type="checkbox"/>	<u>FACU</u>	Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A)
2 <u><i>Bromus hordeaceus</i></u>	<u>30</u>	<input checked="" type="checkbox"/>	<u>FACU</u>	Total Number of Dominant Species Across All Strata: <u>3</u> (B)
3 <u><i>Hordeum murinum</i></u>	<u>25</u>	<input checked="" type="checkbox"/>	<u>FACU</u>	Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0.0</u> (A/B)
4 <u><i>Rumex crispus</i></u>	<u>5</u>		<u>FACW</u>	<b>Prevalence Index worksheet:</b> Total % Cover of: _____ Multiply by: _____ OBL species <u>5</u> x 1 = <u>5</u> FACW species <u>5</u> x 2 = <u>10</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>95</u> x 4 = <u>380</u> UPL species <u>0</u> x 5 = <u>0</u> Column Totals: <u>105</u> (A) <u>395</u> (B) Prevalence Index = B/A = <u>3.76</u>
5 <u><i>Hypochaeris radicata</i></u>	<u>5</u>		<u>FACU</u>	
6 <u><i>Eleocharis nalustris</i></u>	<u>5</u>		<u>OBL</u>	
7 _____				
8 _____				
9 _____				
10 _____				
11 _____				
12 _____				
13 _____				
14 _____				
15 _____				
16 _____				
17 _____				
18 _____				
19 _____				
20 _____				
21 _____				
22 _____				
23 _____				
24 _____				
25 _____				
<b>TOTAL ABSOLUTE COVER</b> <u>105</u>				<b>Hydrophytic Vegetation Indicators:</b> ___ Dominance Test is >50% ___ Prevalence Index is ≤3.0 <sup>1</sup> ___ Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) ___ Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)  <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present.
% Bare Ground in Herb Stratum <u>5</u> % Cover of Biotic Crust _____ <b>Hydrophytic Vegetation Present?</b> Yes _____ No <input checked="" type="checkbox"/>				
Remarks:				

**SOIL**

Sampling Point: 1

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-3	10 YR 4/3	95	10 YR 4/6	5	c	pl	SL	sandy loam with gravels
3-16	10 YR 4/6	100					SL	sandy loam with gravels

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix. <sup>2</sup>Location: PL=Pore Lining, RC=Root Channel, M=Matrix.

**Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)**

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Sandy Redox (S5)	<input type="checkbox"/> 1 cm Muck (A9) (LRR C)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Stripped Matrix (S6)	<input type="checkbox"/> 2 cm Muck (A10) (LRR B)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1)	<input type="checkbox"/> Reduced Vertic (F18)
<input type="checkbox"/> Hydrogen Sulfide (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)	<input type="checkbox"/> Red Parent Material (TF2)
<input type="checkbox"/> Stratified Layers (A5) (LRR C)	<input type="checkbox"/> Depleted Matrix (F3)	<input type="checkbox"/> Other (Explain in Remarks)
<input type="checkbox"/> 1 cm Muck (A9) (LRR D)	<input type="checkbox"/> Redox Dark Surface (F6)	
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Depleted Dark Surface (F7)	
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Redox Depressions (F8)	
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Vernal Pools (F9)	
<input type="checkbox"/> Sandy Gleyed Matrix (S4)		

<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present.

**Restrictive Layer (if present):**

Type: \_\_\_\_\_

Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes \_\_\_\_\_ No

Remarks:

**HYDROLOGY**

**Wetland Hydrology Indicators:**

<b>Primary Indicators (any one indicator is sufficient)</b>	<b>Secondary Indicators (2 or more required)</b>
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water Marks (B1) (Riverine)
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Sediment Deposits (B2) (Riverine)
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Drift Deposits (B3) (Riverine)
<input type="checkbox"/> Water Marks (B1) (Nonriverine)	<input type="checkbox"/> Drainage Patterns (B10)
<input type="checkbox"/> Sediment Deposits (B2) (Nonriverine)	<input type="checkbox"/> Dry-Season Water Table (C2)
<input type="checkbox"/> Drift Deposits (B3) (Nonriverine)	<input type="checkbox"/> Thin Muck Surface (C7)
<input type="checkbox"/> Surface Soil Cracks (B6)	<input type="checkbox"/> Crayfish Burrows (C8)
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Saturation Visible on Aerial Imagery (C9)
<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Shallow Aquitard (D3)
<input type="checkbox"/> Salt Crust (B11)	<input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Bloch Crust (B12)	
<input type="checkbox"/> Aquatic Invertebrates (B13)	
<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	
<input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3)	
<input type="checkbox"/> Presence of Reduced Iron (C4)	
<input type="checkbox"/> Recent Iron Reduction in Plowed Soils (C6)	
<input type="checkbox"/> Other (Explain in Remarks)	

**Field Observations:**

Surface Water Present? Yes \_\_\_\_\_ No  Depth (inches): \_\_\_\_\_

Water Table Present? Yes \_\_\_\_\_ No  Depth (inches): \_\_\_\_\_

Saturation Present? Yes \_\_\_\_\_ No  Depth (inches): \_\_\_\_\_  
 (includes capillary fringe)

Wetland Hydrology Present? Yes \_\_\_\_\_ No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

**WETLAND DETERMINATION DATA FORM – Arid West Region**

Project/Site: Ludlow Avenue City/County: Red Bluff, Tehama Sampling Date: 03/20/2015  
 Applicant/Owner: Dominick Civil Engineering and Surveying State: CA Sampling Point: 2  
 Investigator(s): Darren Wiemeyer Section, Township, Range: Sec 19, 27 N, 3 W, Mount Diablo B&M  
 Landform (hillslope, terrace, etc.): terrace Local relief (concave, convex, none): none Slope (%): 0  
 Subregion (LRR): \_\_\_\_\_ Lat: 40D 11' 04.5" N Long: -122D 15' 18.1" W Datum: \_\_\_\_\_  
 Soil Map Unit Name: Newville gravelly loam, 10 to 30 percent slopes, eroded NWI classification: \_\_\_\_\_

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No \_\_\_\_\_ (If no, explain in Remarks.)  
 Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ significantly disturbed? Are "Normal Circumstances" present? Yes  No \_\_\_\_\_  
 Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes _____ No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland?	Yes _____ No <input checked="" type="checkbox"/>
Hydric Soil Present?	Yes _____ No <input checked="" type="checkbox"/>		
Wetland Hydrology Present?	Yes _____ No <input checked="" type="checkbox"/>		
Remarks: <u>Data point located in a flat, depressional area.</u>			

**VEGETATION**

Herbaceous Stratum (use scientific names)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet:	
1 <u>Elymus elymoides</u>	40	<input checked="" type="checkbox"/>	FACU	Number of Dominant Species That Are OBL, FACW, or FAC:	<u>0</u> (A)
2 <u>Bromus hordeaceus</u>	30	<input checked="" type="checkbox"/>	FACU	Total Number of Dominant Species Across All Strata:	<u>3</u> (B)
3 <u>Hordeum murinum</u>	20	<input checked="" type="checkbox"/>	FACU	Percent of Dominant Species That Are OBL, FACW, or FAC:	<u>0.0</u> (A/B)
4 <u>Rumex crispus</u>	5		FACW		
5 <u>Hypochaeris radicata</u>	3		FACU		
6 <u>Eleocharis palustris</u>	3		OBL		
7 _____					
8 _____					
9 _____					
10 _____					
11 _____					
12 _____					
13 _____					
14 _____					
15 _____					
16 _____					
17 _____					
18 _____					
19 _____					
20 _____					
21 _____					
22 _____					
23 _____					
24 _____					
25 _____					
<b>TOTAL ABSOLUTE COVER</b> <u>101</u>					
% Bare Ground in Herb Stratum <u>10</u> % Cover of Biotic Crust _____				Prevalence Index worksheet:	
				Total % Cover of:	Multiply by:
				OBL species <u>3</u>	x 1 = <u>3</u>
				FACW species <u>5</u>	x 2 = <u>10</u>
				FAC species <u>0</u>	x 3 = <u>0</u>
				FACU species <u>93</u>	x 4 = <u>372</u>
				UPL species <u>0</u>	x 5 = <u>0</u>
				Column Totals: <u>101</u> (A)	<u>385</u> (B)
				Prevalence Index = B/A = <u>3.81</u>	
				<b>Hydrophytic Vegetation Indicators:</b>	
				___ Dominance Test is >50%	
				___ Prevalence Index is ≤3.0 <sup>1</sup>	
				___ Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)	
				___ Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)	
				<sup>1</sup> Indicators of hydric soil and wetland hydrology must be present.	
				<b>Hydrophytic Vegetation Present?</b> Yes _____ No <input checked="" type="checkbox"/>	
Remarks:					

**SOIL**

Sampling Point: 2

**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type <sup>1</sup>	Loc <sup>2</sup>		
0-4	10 YR 4/3	95	10 YR 4/6	5	c	pl	SL	sandy loam with gravels
4-16	10 YR 4/6	95	10 YR 5/6	5	c	pl	SL	sandy loam with gravels

<sup>1</sup>Type: C=Concentration, D=Depletion, RM=Reduced Matrix. <sup>2</sup>Location: PL=Pore Lining, RC=Root Channel, M=Matrix.

<b>Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)</b> <input type="checkbox"/> Histosol (A1) <input type="checkbox"/> Histic Epipedon (A2) <input type="checkbox"/> Black Histic (A3) <input type="checkbox"/> Hydrogen Sulfide (A4) <input type="checkbox"/> Stratified Layers (A5) (LRR C) <input type="checkbox"/> 1 cm Muck (A9) (LRR D) <input type="checkbox"/> Depleted Below Dark Surface (A11) <input type="checkbox"/> Thick Dark Surface (A12) <input type="checkbox"/> Sandy Mucky Mineral (S1) <input type="checkbox"/> Sandy Gleyed Matrix (S4)	<input type="checkbox"/> Sandy Redox (S5) <input type="checkbox"/> Stripped Matrix (S6) <input type="checkbox"/> Loamy Mucky Mineral (F1) <input type="checkbox"/> Loamy Gleyed Matrix (F2) <input type="checkbox"/> Depleted Matrix (F3) <input type="checkbox"/> Redox Dark Surface (F6) <input type="checkbox"/> Depleted Dark Surface (F7) <input type="checkbox"/> Redox Depressions (F8) <input type="checkbox"/> Vernal Pools (F9)	<b>Indicators for Problematic Hydric Soils<sup>3</sup>:</b> <input type="checkbox"/> 1 cm Muck (A9) (LRR C) <input type="checkbox"/> 2 cm Muck (A10) (LRR B) <input type="checkbox"/> Reduced Vertic (F18) <input type="checkbox"/> Red Parent Material (TF2) <input type="checkbox"/> Other (Explain in Remarks)
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<sup>3</sup>Indicators of hydrophytic vegetation and wetland hydrology must be present.

**Restrictive Layer (if present):**  
 Type: \_\_\_\_\_  
 Depth (inches): \_\_\_\_\_

Hydric Soil Present? Yes \_\_\_\_\_ No

Remarks:

**HYDROLOGY**

<b>Wetland Hydrology Indicators:</b> <b>Primary Indicators (any one indicator is sufficient)</b> <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Water Marks (B1) (Nonriverine) <input type="checkbox"/> Sediment Deposits (B2) (Nonriverine) <input type="checkbox"/> Drift Deposits (B3) (Nonriverine) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> Salt Crust (B11) <input type="checkbox"/> Biotic Crust (B12) <input type="checkbox"/> Aquatic Invertebrates (B13) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Oxidized Rhizospheres along Living Roots (C3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Recent Iron Reduction in Plowed Soils (C6) <input type="checkbox"/> Other (Explain in Remarks)	<b>Secondary Indicators (2 or more required)</b> <input type="checkbox"/> Water Marks (B1) (Riverine) <input type="checkbox"/> Sediment Deposits (B2) (Riverine) <input type="checkbox"/> Drift Deposits (B3) (Riverine) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> FAC-Neutral Test (D5)
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**Field Observations:**

Surface Water Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____
Water Table Present? Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____
Saturation Present? (includes capillary fringe) Yes _____ No <input checked="" type="checkbox"/>	Depth (inches): _____

Wetland Hydrology Present? Yes \_\_\_\_\_ No

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

## **CITY OF RED BLUFF - PROFESSIONAL SERVICES AGREEMENT**

### **Engineering Company Name**

Consultant

### **NABA Properties Project**

Project Title

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Red Bluff, California, a municipal corporation, hereinafter referred to as "City," and **Engineering Company** Engineering, hereinafter referred to as "Consultant."

### **WITNESSETH:**

#### **SECTION 1 - ORGANIZATION AND CONTENTS.**

This Agreement is divided into the following Sections:

<b><u>Section/Title</u></b>	<b><u>Page No.</u></b>
SECTION 1 - ORGANIZATION AND CONTENTS	1
SECTION 2 - DESCRIPTION OF PROJECT	2
SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE	2
SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE	2
SECTION 5 - COMPENSATION; RETENTIONS	2
SECTION 6 - RESPONSIBILITY OF CONSULTANT	2
SECTION 7 - RESPONSIBILITY OF CITY	3
SECTION 8 - INDEMNIFICATION	3
SECTION 9 - INSURANCE	3
SECTION 10 - GENERAL PROVISIONS	3

<b><u>Section/Title</u></b>	<b><u>Page No.</u></b>
10.1 - Access to Records	3
10.2 - Assignment	3
10.3 - Changes to Scope of Work - Basic Services	4
10.4 - Compliance with Laws, Rules, Regulations	4
10.5 - Conflict of Interest Applicability	4

10.6 - Exhibits Incorporated	4
10.7 - Independent Contractor	4
10.8 - Integration; Amendment	4
10.9 - Jurisdiction	4
10.10 - Notice to Proceed; Progress; Completion	4
10.11 - Ownership of Documents	5
10.12 - Subcontracts	5
10.13 - Term; Termination	5
10.14 - Notices	5
<b>SECTION 11 - SPECIAL PROVISIONS</b>	<b>6</b>

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## **SECTION 2 - DESCRIPTION OF PROJECT**

City desires to undertake that certain project, hereinafter referred to as "project" described in **EXHIBIT "A"** entitled "**DESCRIPTION OF PROJECT**" and to engage Consultant to provide the required professional services relating to it.

## **SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE**

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT "B"** entitled "**SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE**" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

## **SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE**

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT "B"**. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be **INCORPORATED INTO EXHIBIT "B"** accordingly.

#### **SECTION 5 - COMPENSATION; RETENTIONS**

Consultant shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "C"** entitled "**COMPENSATION.**" Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of receipt of it, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

#### **SECTION 6 - RESPONSIBILITY OF CONSULTANT**

By executing this Agreement, Consultant warrants to City he/she/it possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that he/she/it will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement.

#### **SECTION 7 - RESPONSIBILITY OF CITY**

To the extent appropriate to the project contemplated by this Agreement, City shall:

**7.1** Assist Consultant by placing at his/her/its disposal all available information pertinent to the project, including previous reports and any other data relative to implementation of the program.

**7.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his/her/its services.

**7.3** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

**7.4** Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

**7.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the program.

**7.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the program.

## **SECTION 8 – INDEMNIFICATION**

Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of this Agreement or Consultant's performance of the services provided for by this Agreement. Should City or any of its officers, boards and commissions and members thereof, its employees or agents be named in any suit, or should any claim be made against it or any of them by suit or otherwise arising out of this Agreement or Consultant's performance of the services provided for by this Agreement, Consultant shall defend said City and such officers, boards and commissions and members thereof, its employees and agents and shall indemnify them for any judgment rendered against them or by any sums paid out in settlement or otherwise.

## **SECTION 9 - INSURANCE**

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this agreement shall be as set forth in EXHIBIT "D", entitled SPECIAL PROVISIONS.

## **SECTION 10 - GENERAL PROVISIONS**

### **10.1 Access to Records**

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of termination of the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to the agreement or the state grant contract and any amendments, whichever is later. Any duly authorized representative(s) of City, state or federal government, Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, shall have access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of inspection, auditing, monitoring, copying, or otherwise examining said materials at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

### **10.2 Assignment**

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

### **10.3 Changes to Scope of Work - Basic Services**

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

#### **10.4 Compliance with Laws, Rules, Regulations**

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

#### **10.5 Conflict of Interest Code Applicability**

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of the Red Bluff Conflict of Interest Code, then each such person will be required to comply with the provisions of said Code in connection with the services they render to the City under this Agreement.

#### **10.6 Exhibits Incorporated**

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

#### **10.7 Independent Contractor**

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

#### **10.8 Integration; Amendment**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

#### **10.9 Jurisdiction**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

#### **10.10 Notice to Proceed; Progress; Completion**

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

**10.11 Ownership of Documents**

Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

**10.12 Subcontracts**

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

**10.13 Term; Termination**

The term of this Agreement shall commence upon City's issuance to

Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all service rendered and work performed for City to the date of such termination.

**10.14 Notices**

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: Richard Crabtree  
City Manager  
City of Red Bluff  
555 Washington Street  
Red Bluff, CA 96080
- b. To Consultant: Engineering  
Company  
Address  
City, State and Zip

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

**SECTION 11 SPECIAL PROVISIONS**

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT "D"** entitled **"SPECIAL PROVISIONS."**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF RED BLUFF

CONSULTANT

**Engineering Company**

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

(Signature)

Consulting firm \_\_\_\_\_

(Type of Organization)

Richard Crabtree \_\_\_\_\_

(Printed Name)

City Manager \_\_\_\_\_

(Title)

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

APPROVED AS TO FORM:

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

Richard Crabtree, City Attorney

\_\_\_\_\_

(Title)