



County of Santa Cruz Department of Community Development & Infrastructure

--NOTICE--
Request for Proposals (RFP)
for
Professional Civil Engineering and Environmental Services

**RANCHO RIO AVENUE BRIDGE
REPLACEMENT PROJECT**

(Bridge No. 36C0128)

FEDERAL PROJECT NUMBER: BRLO-5936(096)

The County of Santa Cruz Department of Community Development & Infrastructure invites qualified Consulting firms to submit a proposal to perform civil engineering and environmental services for the Rancho Rio Avenue Bridge Replacement Project.

RFP Issue Date: November 5, 2025

RFP Questions Shall be Submitted Before: November 26, 2025, 5:00PM

RFP Submittal Deadline: December 3, 2025, 5:00PM

Interested parties are required to submit an electronic PDF version of the proposal to <https://procurement.opengov.com/portal/santacruzcounty>

This notice, along with its appendices, comprises the Request for Proposals (RFP) for this project. Responses shall be submitted in accordance with the instructions set forth in this RFP. The County of Santa Cruz reserves the right to amend this RFP by addendum before the closing date indicated above. This RFP and addenda will be available at: <https://procurement.opengov.com/portal/santacruzcounty>

Any questions related to this RFP shall be sent through the online e-Procurement Portal above. DO NOT EMAIL INQUIRIES.



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Appendices:

Exhibit A: DRAFT Independent Contractor Agreement

Exhibit B: Local Assistance Procedures Manual (LAPM) Required Forms

Exhibit C: Site Information and Photos

Exhibit D: Completed Section 106 Studies

Exhibit E: Notice to Proposers DBE Information (LAPM 10-I)

Exhibit F: Preliminary Environmental Study (LAPM 6-A)



Project Introduction

The County of Santa Cruz, Department of Community Development & Infrastructure is seeking proposals for civil engineering and environmental services to aide in the design and permitting of the Rancho Rio Avenue Bridge Replacement Project (Bridge No. 36C0128) located over the Newell Creek in Santa Cruz County.

The contract term is expected to be from date of approval until December 31, 2029.

This RFP, and any future Addenda, if issued, will be posted on the OpenGov Procurement website at <https://procurement.opengov.com/portal/santacruzcounty>.

Project Description

The County is seeking a qualified Consulting firm to provide civil engineering and environmental services for the Rancho Rio Avenue Bridge Replacement Project.

The project will consist of completely replacing the existing structure and roadway approaches with a new 2 lane concrete bridge and bridge approaches meeting current design standards. The existing bridge is a one lane simple span structure over Newell Creek. The superstructure is built of simple span steel girders, with a reinforced concrete deck supported on reinforced concrete seat-type abutments with monolithic wingwalls.

The Rancho Rio Ave. bridge is being replaced because it is rated as Structurally Deficient Status per the bridge inspection report. The Structural Evaluation score of the bridge has been listed as "2 Intolerable – Replace". The bridge is scour critical.

The bridge is listed in the Highway Bridge Program (HBP) and will be funded in part through the Federal Highway Administration (FHWA) in cooperation with the California Department of Transportation (Caltrans) and the County.

Consulting firm services must comply with the latest requirements of the Caltrans Local Assistance Procedures Manual (LAPM), Federal, State, and local regulations.



Project Scope of Work

The following is a sample scope of work. The Consultant shall suggest deviations as necessary to complete the plans, specifications, and cost estimates for the proposed Project in accordance with County, Caltrans, and AASHTO requirements.

Upon request, electronic files (MSWord, Excel, HEC-RAS, AutoCAD Civil 3D format, MS Project, etc.) with all supporting files will also be provided to County. Plans will be prepared and provided in AutoCAD Civil 3D.

All meetings will be held virtually (Microsoft Teams) unless specified as otherwise.

Task 1. Project Management

Task 1.1. Project Management

Consultant will manage the Project Team, monitor schedule and budget, and prepare monthly progress reports and invoices as detailed in the Contract.

Task 1.2. Kick Off Meeting and Field Investigation

Consultant will coordinate an initial field review with the County Project Manager and other project stakeholders to review the proposed project and to highlight and record significant project features. The Consultant will conduct a visual on-site field investigation to identify existing conditions and establish preliminary design assumptions and parameters. Consultant will review as-built information if available. The field investigation will be coordinated such that it is on the same day as the kick-off meeting. The Consultant's Project Manager and Project Engineer will attend.

Task 1.3. Progress Meetings

Consultant Project Manager and appropriate staff will meet with the County Project Manager and others as necessary to manage and deliver the Project. One-hour meetings will be scheduled monthly to keep the County informed of the status of the Project and to gain timely decisions from the County. Initially, more frequent meetings will be required and should be scheduled on an as needed basis. The Consultant will prepare meeting agendas and meeting notes in a format specified by the County. Unless otherwise agreed upon by the both parties, all progress meetings will be virtual.

Deliverables

- Meeting notes and meeting agendas
- Monthly updated project schedule

Task 2. 35% Design – Preliminary Engineering

Task 2.1. Preliminary Bridge Design

The Consultant will evaluate the roadway alignment as well as address hydraulic constraints, debris load, constructability, geotechnical constraints, environmental considerations, maintenance, schedule, current County, Caltrans and AASHTO standards, and cost in order to determine the location, size, width, and alignment of the new bridge. The Consultant will consider how the Project will be constructed and whether a detour, low water crossing, utility relocations or temporary bridge will be required. Road closures should be minimized to the extent possible.

Standard construction materials shall be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required the Consultant shall first



obtain approval from the County prior to incorporating them into the design.

Task 2.2. Type Selection Report

After concurrence from the County on the recommended design, the Consultant shall prepare a Type Selection Report for review and approval by Caltrans. Preliminary engineering includes layouts of the Project to an approximate 35% level of completion. The Consultant shall lead the Type Selection presentation with Caltrans. Project estimate prepared by the Consultant shall use Caltrans standard bid item descriptions wherever possible. Standard Caltrans abbreviations shall be strictly used throughout where applicable.

The Consultant will develop a preliminary design of the recommended Project including:

- Geometric alignment of the roadway, vertical and horizontal profiles
- Bridge span length and width
- Proposed detour alignments, if applicable
- Preliminary foundation concepts
- Preliminary slope stability considerations
- Draft construction schedule
- 35% design cost estimate

Deliverables

- Type Selection Report, Draft and Final version.
- Responses to Caltrans' comments on the draft type selection report.
- Type Selection meeting minutes.

Task 3. Survey

Task 3.1. Survey and Mapping

Provide aerial and ground surveys including:

- Contours at 1-foot intervals.
- Aerial map will be compiled to the base map in PDF and AUTOCAD 3D.
- Ground control for the aerial map and all control for the "densification" of the aerial map. The project control shall be "tied" to NAD 83 with the coordinate values of the control on the ground. The vertical datum shall be NAVD 88. Sufficient control points shall be established and with some set-in strategic locations to survive to start of the construction phase, roughly five years into the future. The survey control points shall be compiled to the Base Map and the survey base map deliverable will include a Survey Control Sheet showing the location and coordinates of these control stations. The control sheet will show locations with aerial imagery as a background so that their locations can easily be ascertained.
- Provide ground surveys and mapping for areas in dense vegetation, under and on the temporary bridge, soil investigation bore holes, conforms, surface evidence on underground utilities, overhead wire locations near the existing crossing and one hundred feet on each side of the existing crossing.
- Include all grade breaks, top of bank, and tops and toes in the dirt areas.
- Include hardscape features, such as: Edge of Pavement, Crown of Road, Bridge Abutments, Fences, and Utilities.
- Field survey point densification in the vicinity of the project's construction footprint.
- Trees over 6" in diameter (DBH) will be identify by type and mapped.



- Ordinary High Water Mark (OHWM) will be shown within the study area. The OHWM will be established in accordance with Army Corps of Engineers guidelines by the Consultant and these marks will be located by the survey team.

Task 3.2. Hydraulic Cross Sections

The Consultant will survey channel cross sections in sufficient number and detail, upstream and downstream of the crossing, necessary to perform hydraulic analysis for preparation of a location hydrology and hydraulics study. These cross sections shall be compiled to the Base Map and provided in a data format compatible with the hydraulic/hydrologic analysis.

Task 3.3. Right-of-Way Establishment

Provide Road right-of-way re-establishment within the project limits. This right of way shall be compiled to the Base Map.

Task 3.4. Easement Plotting

Provide re-establishment of recorded easement deeds (per review of the preliminary title reports). Easement locations shall be compiled onto the Base Map. Procure preliminary title reports for nearby assessor parcels.

Task 3.5. Base Map

Provide a Base Map to be used as the basis for design of the Project. The drawing will comply with the County's AutoCAD Standards and an AutoCAD drawing will be supplied as a "template" for the Base Map.

Task 3.6. Record of Survey Map

Set monuments and file a Record of Survey Map showing the re-establishment of road right-of-way lines along with the survey control points set near the project. Add other critical boundary and/or easement lines. This map is also to meet the requirements for a pre-construction survey and documentation. The County will waive the checking and recording fees for this map.

Task 3.7. Appraisal Exhibits

For each proposed permanent and temporary easement(s), prepare exhibit(s) to be used by County right-of-way staff showing the existing right of way, proposed right of way, the area to be acquired, and the APN.

Task 3.8. Legal Descriptions and Exhibits

Provide plats and legal descriptions with exhibits graphically showing the areas described. The legal description will be used for the acquisition of new right of way by the County and/or joint use agreements. The County will conduct appraisals and acquisitions.

The County's Real Property Division will perform the necessary property access/easement negotiations and acquisitions as required. It is anticipated this will commence immediately after the 90% PS&E submittal.



Task 4. Geotechnical Investigations

Task 4.1. Geotechnical Data Collection

Pre-field activities include developing a field exploration plan, contacting Underground Services Alert (USA), and notifying utilities as necessary. Consultant will provide traffic control, as necessary, for any field exploration. Boring locations and depths will be determined based on the site investigation and bridge requirements.

The Consultant will perform laboratory tests on selected samples collected from drilling. Testing will be performed in accordance with the applicable standard of ASTM or Caltrans. Selected soil samples obtained during the field exploration will be tested in a Caltrans-certified laboratory to evaluate certain physical properties that will be necessary to complete the engineering analysis. The types and numbers of tests may vary depending on the results of the field exploration program.

Task 4.2. Geotechnical Report

The Consultant will prepare the Geotechnical Report. The report will include a description of the Project and analyses performed, field and laboratory data collected, and graphics showing the site location, the locations of the field explorations relative to the proposed improvements, and an interpreted subsurface profile. The Geotechnical Report will also include a discussion of local geology, slope stability, and potential for geologic hazards (seismicity, faulting, slope instability, settlement, and liquefaction).

The Geotechnical Report will present final recommendations for design of the Project including seismic design criteria, bearing capacity and lateral earth-pressures for the project's structures, slope gradients and setbacks, and geotechnical material specifications. Recommendations will be made to support the new bridge structure and adjacent slopes that may be affected by the Project. Recommendations will include foundation type (shallow or deep), abutments, retaining walls, etc. based on structure type chosen and as determined by geotechnical site condition requirements.

If deep foundations (piles) are needed, at a minimum the following will also be included in the Geotechnical Report, as applicable:

- Recommended pile type (CIDH or other).
- Liquefaction potential and the need to consider down-drag forces, seismic settlement, loads due to lateral spreading, or friction reducers in the pile design.
- Deep foundation analyses, minimum pile embedment and diameter, pile spacing and group effects, specified pile tip elevation, and estimated settlement.
- Lateral load versus deflection curve for selected pile foundations.
- Lateral loading on piles due to lateral spread, if determined appropriate by geotechnical seismic evaluation.
- Anticipated pile driving and/or CIDH pile drilling conditions for the foundation type selected.
- Lateral load resistance of pile foundations.

The Geotechnical Report will identify the corrosion potential of foundation soil, reinforced concrete substructures, and structural steel based on test data and Caltrans design methods. The report will also provide construction considerations regarding excavation characteristics of the soil and/or rock encountered, suitability of excavated on-site soil for reuse as compacted structural fill or structural backfill, temporary slopes, shoring, dewatering and/or stream diversions, and stability as well as requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property.

Task 5. Hydrologic and Hydraulic Report

A concise Hydrologic and Hydraulic report will be completed that includes hydraulic information for the design, base and overtopping floods (discharges and water surface elevations), and recommendations regarding bank protection. Consultant will estimate the size and type of debris. The report will identify potential scour depths



along the channel to assess the stability of the existing slopes and future stability of the bridge along with any other relevant hydraulic considerations necessary to design the bridge. The report will include the Hydraulic Location Study & Floodplain Encroachment Report required for Caltrans bridge projects.

Task 6. Post-Construction Stormwater Design (OPTIONAL)

RWQCB permit may require post construction stormwater controls if the Project's disturbed area is greater than 1 acre. This task will include preparing calculations in conformance with the PCR standards and/or the SWRCB SMARTS post-construction calculator and incorporating post-construction controls into the project plans. The consultant shall also prepare a memo documenting the roadway drainage design and analysis including post-construction hydromodification to satisfy post-construction requirements.

Task 7. 65% Design

Task 7.1. 65% Design

Consultant will submit 65% plans, contract items list, and engineer's estimate to the County. The County will review the 65% submittal and submit comments to the Consultant. Consultant will create a log showing how all comments were addressed as part of the 95% submittal package.

Consultant will prepare the roadway civil design to conform to standard Caltrans and County requirements. The 65% submittal shall include Title Sheet, Typical Sections, Tree Removal and Trimming, Project Control, Layouts, Profiles, Construction Details, Diversion and Dewatering Plan, Drainage Plans, Utility Plans and Details, Traffic Handling, Stage Construction (if applicable), Erosion Control/Water Pollution Control Plans, Pavement Delineation, Detour Plans (including temporary bridge), Sign Plans, and any other required drawing sheets. The structure plan sheets will include General Plan, Foundation Plan, Cross-Sections, Typical Section, miscellaneous details, and Log of Test Borings. Consultant will identify temporary easements and/or permanent right-of-way modifications to construct the Project.

The engineer's estimate will be updated from the preliminary costs based on updated quantities and unit costs compiled from recent bid data and adjusted for County-specific construction costs.

The bridge design will be in accordance with the AASHTO LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet County, Caltrans, FHWA, and AASHTO standards in effect at the time the design occurs.

Seismic design will be performed in accordance with the applicable edition of the Caltrans Seismic Design Criteria. Detailing of plans will be in accordance with Caltrans Design Details Manual. Both the design and detailing will be based on the use of the current Caltrans Standard Plans and Standard Specifications.

Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices.

Consultant will prepare Project design exceptions, if necessary, for approval by County. Assume up to 2 design exceptions.

65% Deliverables:

- 65% Draft Plans in PDF
- Engineer's Estimate of Construction Costs in MS Excel format
- Design Exceptions in MS Word.

Task 8. Independent Bridge Check

An independent design check will be conducted before the 95% Design Submittals in accordance with Caltrans' design procedures. The plans will be reviewed for compatibility between County Design standards, Caltrans Memo to Designers, and AASHTO standards. The Geotechnical Engineer shall review the plans prior to the 95% Draft PS&E Submittal for compliance with the geotechnical recommendations.



Task 9. 95% Design

Consultant will prepare the technical specifications using the latest Caltrans Standard Special Provisions (SSP's). The basis of the specifications shall be the Caltrans Standard Specifications. The County will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement. Required mitigation measures and permitting requirements from the environmental permits will be included in the specifications.

A submittal of the 95% plans will be made to the County based on comments received on the 65% submittal. The submittal will include the plans, specifications, and estimate. A preliminary construction schedule will be submitted. The County will review the 95% submittal and submit comments to the Consultant. Consultant will create a log showing how all comments were addressed as part of the Final PS&E package submittal.

The roadway plans will be advanced to include construction area signs sheet, additional detailing for roadway conforms, grading, landscaping, drainage details, and additional structural details as needed.

95% Deliverables:

- 95% Draft Plans in PDF
- Technical Special Provisions in MS Word format
- Engineer's Estimate of Construction Costs in MS Excel format
- Estimated construction schedule in MS Project format

Task 10. 100% PS&E:

Upon receipt of comments from the 95% PS&E submittal to the County, and other jurisdictional agencies, which will be routed through the County, final revisions will be made. Consultant will incorporate appropriate comments in the plans, specifications, and estimate and log all comments and identify how each comment was addressed. The engineer's estimate will be updated based on final quantities and unit costs updated based on the most recent bid data and adjusted for County-specific construction costs.

Consultant will perform an independent QA/QC review of the Final 100% submittal package and incorporate appropriate revisions prior to submittal to the County. The Consultant will update the plans and specifications to the Caltrans standards applicable at the time of "RFA for CON". The Final submittal will include a detailed construction schedule with an estimate of working days.

Consultant will check plans and specifications against the permit conditions and measures to ensure compliance with the agency requirements.

100% PS&E Deliverables:

- Electronic Microsoft Word file of specifications
- Final Technical Special Provisions signed by the Registered Engineer
- Electronic Microsoft Excel file of Construction Cost Estimate
- Estimated construction schedule with estimated working days calculation (MS Project format)
- Resident Engineer's File
- AutoCAD Civil 3D Project Plans
- Environmental Commitment Record
- PDF copies of each deliverable stamped and signed by a licensed engineer as required.

Task 11. Utility Coordination

The Consultant will aid the County in preparing utility letters to obtain utility atlas maps and coordination with utilities, identify relocation liability, coordinate utility agreements, and meet with utility representatives.

Consultant shall identify potential conflicts, develop conflict exhibits for each utility, and incorporate existing



and proposed utility relocation information into the plans and specifications. The County will obtain relocation plans from the utilities. At least one plan sheet will be provided in the PS&E submittals that shows the existing utilities and proposed relocations.

Task 12. Environmental Support

Task 12.1. NEPA Technical Studies

The Project is subject to NEPA, with Caltrans as the Lead NEPA Agency. The consultant will prepare technical support documents to support Caltrans' NEPA determination, including:

- **Preliminary Environmental Study (PES)** – The PES has been approved for this project and is provided for reference in this RFP as an appendix.
- **Biological Assessment** - Separate Biological Assessments may be prepared for each regulatory agencies involved, i.e. NMFS and USFWS. Mapping shall match the County of Santa Cruz GIS datum (NAD 83) and must be able to be exported to GIS shapefiles or KMZ shapefiles for County use.
- **Archaeological Survey Report.**
 - The Consultant will need to prepare an APE map and conduct an archaeological pedestrian field survey.
 - The Consultant must conduct record searches for NWIC and Sacred Lands File to identify cultural resources within the project impact area.
 - Consultant will develop a contact list and draft letters and background documentation for the AB 52 process. County will send outreach letters to Caltrans who will be responsible for AB-52 outreach.
 - The Consultant may be required to attend virtual meeting and site visits with the Tribe, if requested.
 - Provided as an appendix to this RFP is a document which outlines Section 106 Compliance procedures and protocols for Caltrans District 5 Local Assistance and the County.
 - The Consultant will need to prepare an Archaeological Survey Report pursuant to Section 106 of the National Historic Preservation Act (NHPA) and CEQA requirements.
- **Noise Technical Memo (Optional)** - In the event that this is necessary, and the County issues a NTP to the consultant for this optional task, the consultant will prepare a Noise Technical Memorandum focusing on measures to reduce construction noise impacts on noise-sensitive receptors. The Noise Technical Memorandum will include a discussion of sensitive noise receptors near the project site, estimation of peak noise levels at the nearest receptors using the Roadway Construction Noise Model, and avoidance and minimization measures to reduce noise levels at these receptors.

Task 12.2. CEQA Support

The consultant will prepare the following documents in support of CEQA and permits:

- Areas of Potential Effect/Study Area Map. All temporary and permanent project impact areas (staging; trenching; boring and potholing locations; underground/overhead utility relocation, installation and abandonment; ground disturbance; temporary and permanent access routes; rights of entry areas, etc.) shall be documented in map form for inclusion in environmental documents. GIS or KMZ compatible shapefiles shall be provided to the County.
- Project Description. Prepare the Project Description for use in preparation of the environmental documentation. The Project Description shall include a level of detail adequate to complete technical studies, a Draft CEQA analysis, and permit applications.
- Jurisdictional Delineation. Prepare a jurisdictional delineation report/map for the project so that temporary and permanent impacts related impacts to United States Army Corps of Engineer (USACE), CA Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB) jurisdiction can be calculated.



- Draft Habitat Mitigation and Monitoring Plan. Prepare draft HMMP to support conclusions and recommendations from the Biological Assessment(s).

Task 12.3. CEQA Document

The Consultant will prepare an IS/MND. The CEQA document shall comply with the latest County template. County staff will be responsible for public noticing and attendance at any public hearings for approval of the MND.

Task 12.4. Permit Applications

Prepare draft permit applications to satisfy Sections 401 and 404 of the Clean Water Act (CWA), and Section 1602 of the California Fish and Game Code. Supporting material should include, for example, a project description, project figures specific for each agency and impact areas, jurisdictional delineation/preliminary jurisdiction form, and site photos.

Anticipated permits required for this project include:

- Regional Water Quality Control Board – 401 Water Quality Certification
- US Army Corps of Engineer – 404 Nationwide Permit
- California Department of Fish and Wildlife – 1602 Streambed Alteration Agreement
- State Water Resources Control Board – NPDES General Permit

Task 12.5. Environmental Commitment Record

Consultant will draft the environmental commitment record using the County standard format that summarizes all NEPA, CEQA, and regulatory agency environmental commitments and mitigations for the project. The responsibility, timing, and reference to each permit mitigation number will be clearly presented in the table.

Task 12.6. Hazardous Materials Initial Site Assessment

ISA Screening: Consultant will obtain and review all readily available data, including previous studies, Caltrans Bridge Inspection Reports, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, and Federal and State record reviews within 1 mile of the Project. Document any previously identified hazardous materials recorded as present at the bridge site.

Consultant will conduct field reconnaissance to assess the existing conditions at the bridge site to observe any hazardous materials that may be visible at the surface or on the bridge. Hazardous materials may include asbestos, lead, and pentachlorophenol (or other treated-timber hazards).

Sampling and testing: CONSULTANT to conduct sampling for hazardous materials if suspected hazards were identified in the field reconnaissance. Sampling will be performed by a certified sampling technician consistent with California Department of Public Health, EPA, and CalOSHA regulations, Asbestos Hazard Emergency Response Act (AHERA), National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations, and other applicable standards.

The Consultant will prepare an ISA following the latest Caltrans guidelines and summarize the results of the findings and identify if special handling and disposal will be required during demolition. CONSULTANT will incorporate the comments received from the COUNTY on the draft report and prepare the final report. The report will comply with Caltrans and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) requirements.

Deliverables:

- Draft Initial Site Assessment Report



- Final Initial Site Assessment Report

Task 13. Bid Period Consultation:

Consultant will provide bidding assistance to the County including interpretation of the contract documents, assisting the County in preparing addenda to the PS&E, and attending one (1) in- person pre-bid construction meeting.

Bid Period Deliverables

- Prepare addenda as needed
- Respond to RFI's as needed

Task 14. Construction Support

Consultant will provide engineering services during construction including the following:

- Attend a pre-construction meeting
- General interpretation of plans and specifications
- Review and comment on shop plan drawings, submittals, and falsework structural calculations, and mix designs
- Response to RFIs
- Construction site observations
- Development of plan revisions as needed
- Preparation of Record Drawings



Project Schedule

Major project milestones are as follows:

MILESTONE	DATE
Publish RFP	November 5, 2025
RFP Submittal Deadline	December 3, 2025
Award Design Contract	January 2026
35% Design	March 2026
65% Design	May 2026
NEPA and CEQA	September 2026
R/W Cert	August 2028
95% Design	December 2028
Permits	February 2029
100% Design	March 2029
Construction*	June 2029

*Pending HBP funding. Currently, the timing of construction funds is unknown

Proposal Schedule

The following represents the tentative schedule for this Request for Proposal (RFP) Schedule. Any change in the scheduled dates for the question deadline, or submission due date will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other futures dates may be adjusted without notice. All times shown are in Pacific Time.

Advertise RFP	November 5, 2025
Requests for clarification/questions due	July 18, 2025
Response to questions/addendum posted	November 26, 2025
RFP Submittal Deadline	December 3, 2025
Conclude Negotiations	January 9, 2026
Award Contract by Board of Supervisors	January 16, 2026

Proposal Evaluation

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda may be considered incomplete and receive no further consideration.

Proposals will be evaluated according to each Evaluation Criteria and scored on the zero to five-point rating scale shown in the table below. The scores for the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each firm. A firm's proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser weighted total.



Rating Scale

0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success in achieving project objectives per the RFP.
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 the 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 the RFP. This will be the baseline score for each item with adjustments based on interpretation of the proposal by Selection Committee.
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 requirements and expectations.

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

Proposal Evaluation Criteria Category	Weight
Project Approach	6
Proposed Project Schedule	2
Relevant Project Experience	5
Consulting Firm's and Staff Qualifications	4
Client References	3
TOTAL MAX WEIGHTED SCORE	100 points

Proposal Requirements

Each response shall include the information described in this section. Failure to include all the elements specified in these requirements may be cause for rejection. The submitted material should be succinct and focus on content that demonstrates experience and understanding in providing the requested consulting services.

1) Cover Letter

A one-page cover letter shall be provided with the following information:

- Title of the RFP
- Name and mailing address of Consultant
- Principal Contact person, telephone number, fax number (if available), and email address



- Confirmation and acceptance of the terms included in the attached *Draft Independent Contractor Agreement (Design Professionals)*.

Address to:
County of Santa Cruz Department of Community Development & Infrastructure
Attention: Joel LaCagnina
701 Ocean Street, Room 410 Santa Cruz, CA 95060

The cover letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract, if offered.

Note: The County will use the email provided to notify the Consultant of critical developments such as notification of selection/non- selection, etc.

2) Project Approach

Discuss Consulting firm's understanding of the Scope of Work needed and the services to be performed. Demonstrate familiarity with Caltrans Local Assistance, Caltrans Local Assistance Procedures Manual and the Highway Bridge Program. Describe the method for management of the overall project costs, schedule, quality assurance/quality control, and other critical project needs.

3) Proposed Project Schedule

Provide a detailed schedule for all phases of the project and the proposed Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule however, expedited schedules are preferred with justification for timeline feasibility.

4) Relevant Project Experience

Provide a summary of the Consulting firm's experience with similar kinds of projects. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects (completed within the last 10 years). Describe your Consulting firm's past record on controlling fees, delivering projects within the project cost estimate, quality of work, and established schedules. Identify the client, original project cost estimate, actual project cost, original project schedule, and completion time of the project.

5) Consulting Firm's and Staff Qualifications

Describe the Consulting firm and provide a statement of the qualifications for performing the requested consulting services. Identify Project Manager.

Indicate any specialized expertise relevant to the proposed project scope. Identify the services which would be completed by your staff and those services to be provided by subconsultants. Identify subconsultants proposed to supplement your firm's staff.

Provide a brief summary of the qualifications/experience of each team member proposed for this particular project, including length of service with the firm. Include the qualifications/experience of subconsultant staff on your project team.

Provide an organization chart, including sub-consultants if any, of the staff available and proposed for the project.

As an appendix, provide brief resumes for each team member and their roles on the project. No more than one page shall be used per resume, except for the principals, which may not exceed two pages each and no more than two principals may be listed per firm (i.e. Project Manager, Principal in charge, etc.)



6) Client References

Include references for three of the projects stated in your summary, including date of project, contact person and phone number.

7) Cost Proposal

The Consultant will be contracted to perform the services detailed in the selected proposal for an agreed not to exceed amount that is based on a Cost-Plus-Fixed Fee method of payment.

The Consultant will need to submit the following for the Cost Proposal which will be provided to the County as a **separate pdf file from the technical proposal documents and be password protected**;

- Cost Proposal using the Caltrans Sample Cost Proposal 1 at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/sample-cost-proposal-1-for-contracts-with-cost-plus-fixed-fee-or-lump-sum.pdf>
 - Provide actual hourly rates for job classifications and indicate the names of staff who will be assigned under the job classifications.
- Backup spreadsheet of costs and hours by task to support the breakdown of costs shown in the Cost Proposal.
- Exhibit B Local Assistance Procedures Manual Required Forms. See Federal-Aid Provisions for a list of the required forms to be submitted with the cost proposal.

The cost proposal is confidential. Once the proposals have been reviewed and ranked and a Consultant selected for negotiations, the County will contact that Consultant for the password to “unseal” the Cost Proposal. All other cost proposals will remain “unsealed”.

Do not state your fee/cost for services anywhere in the body of your proposal.

The cost proposal shall detail the billing rates for each firm's key individuals, other position's overhead rates and other costs. Include any and all other costs for office, vehicle, per diem, etc. The proposer must follow the States Travel Policy attached as <https://www.gsa.gov/travel/plan-book/per-diem-rates?gsaredirect=perdiem>.

Please note, no markups are allowed.

The selected consultant shall comply with LAPM regarding the A&E Consultant Contract Audit and Review process. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach. Consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. For more information on the A&E Consultant Audit and Review Process, see LAPM 10.1.3 A&E Consultant Audit and Review Process at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/lapm-2025.pdf>

Consultants will be required to submit certified payroll records, as required.

8) Quality Control/Assurance Measures

Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.



Federal-Aid Provisions

The proposed Consultant's services are federally funded, which necessitates compliance with additional requirements.

The County has established a DBE goal of 13% for the contract.

An Exhibit 10-I: Notice to Proposers DBE Information <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10i.pdf> is provide for your reference as an appendix.

Special attention is directed to the Exhibit B Local Assistance Procedures Manual Required Forms.

Due at time of RFP Submittal, to be submitted as part of the Cost Proposal:

- LAPM 10-Q Disclosure of Lobbying Activities
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10q.pdf>
- Certificate of Final Indirect Costs in accordance with 23 CFR 172.11(c)(3).
Required only if your Cost proposal does not exceed \$1,000,000
- Certificate of Indirect Costs and Financial Management System
Required only if your Cost Proposal exceeds \$1,000,000



Due 5 calendar days after Proposal Submission Deadline:

- LAPM Exhibit 10-O1 Consultant Proposal DBE Commitment
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10o1.pdf>
- LAPM Exhibit 15-H Good Faith Effort, if applicable. Required only if DBE goal is not achieved. It is recommended that the proposer prepare and submit a GFE irrespective of meeting the DBE goal.
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c15/15h.pdf>

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

- LAPM Exhibit 10-O2 Consultant Contract DBE Commitment
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10o2.pdf>

State Prevailing Wage Rates

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements set forth in Exhibit A Architecture and Engineering (A&E) Contract Agreement for Local Assistance Federal Aid Projects.

Contract Agreement Terms and Conditions

The Consultant selected to provide the scope of services shall be required to enter an Architecture and Engineering (A&E) Contract Agreement for Local Assistance Federal Aid Projects with the County for the work to be performed. A sample Contract Agreement is included in Exhibit A.

The Consultant will also be required to provide evidence of insurance for the coverage specified in the agreement.

The Consultant shall state in the submitted response that the Consulting firm has reviewed the sample Contract Agreement and will meet all the terms and conditions if selected by the County for the requested services.

If a Consultant desires to take exception to the above, Consultant shall provide the following information:

- Consultant shall clearly identify each proposed change to the agreement, including all relevant exhibits.
- Consultant shall include the reasons as well as specific recommendations for alternative language.

Please note, the above factors will be taken into account in evaluating Consultants. Consultants that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the County, at its sole discretion, to be unacceptable and no longer considered for award.



Consultant Selection Procedure

It is the intent of the County to select and contract with one Consultant team for these services.

The County will select the Consultant team based on the following procedure:

- The Selection Committee will receive and evaluate the proposals and develop a final ranking of Consultants deemed the most highly qualified.
- The County will assess the DBE goal or Good Faith Effort from the top ranked Consultant. If the DBE goal or Good Faith Effort are not met or deemed not adequate, the Consultant will be offered an administrative reconsideration.
- Then the County will then proceed with negotiations with the top ranked Consultant(s). Should negotiations with the top ranked Consultant(s) be unsuccessful for whatever reason, the County will proceed to the next highly ranked Consultant(s), and so on.
- The County will notify the Consultant(s) of the results.

Consultants will be selected based on qualifications and the quality of their responses.

The County reserves the right to contract with additional consultants.

The County reserves the right to reject any and all responses to this RFP.

Award Protest

Protests that do not comply with the protest procedures outlined below will be rejected.

A. Protest Eligibility, Format, and Address:

1. Protests or objections may be filed regarding the procurement process, the content of the solicitation or any addenda, or contract award.
2. The County will only review protests submitted by an interested party, defined as an actual or prospective proposer whose direct economic interest could be affected by the County's conduct of the solicitation. Subcontractors do not qualify as interested parties.
3. Submit protests in hard copy to *County of Santa Cruz Department of Community Development & Infrastructure* Attn: Joel LaCagnina 701 Ocean Street, Room 410 Santa Cruz, CA 95060

B. Protest Deadlines:

Submit protests with any supplemental materials by 5 p.m. PST, as appropriate, on the deadlines set forth below. The date of filing is the date the County receives the protest, unless received after 5 p.m. PST, or on other than a Business Day, in which case the date of filing will be the next Business Day. Failure to file by the relevant deadline constitutes a waiver of any protest on those grounds. Supplemental materials filed after the relevant deadline may be rejected by the County.

1. If relating to the content of the solicitation or to an addendum, file within five Business Days after the date the County releases the solicitation or addendum.
2. If relating to any notice of non-responsiveness or non-responsibility, file within five Business Days after the County issues such notice.
3. If relating to intent to award, file within five Business Days after the County issues notice of Intent to Award. No protests will be accepted once the actual award has been made.

C. Protest Contents:

1. The letter of protest must include all of the following elements:
 - a. Detailed grounds for the protest, fully supported with technical data, test results, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested; and
 - b. The law, rule, regulation, ordinance, provision or policy upon which the protest is based, with an explanation of the violation.
2. Protests that simply disagree with decisions of the Evaluation Committee will be rejected.



- D. Reply to Protest:
The County will send a written response to the protestor and to any other party named in the protest.
- E. No Stay of Procurement Action during Protest:
Nothing in these protest requirements will prevent the County from proceeding with negotiations or awarding a purchase order or contract while a protest is pending.

OpenGov Uploading Instructions

An electronic copy of your Proposal must be submitted via the OpenGov Procurement website by the RFP submittal deadline stated in the Proposal Schedule.

Prospective consultants must create a FREE account with OpenGov Procurement. To get started go to <https://procurement.opengov.com/signup> and sign up for an account.

You'll receive an email to activate your account. Then subscribe to our solicitations/bids by navigating to <https://procurement.opengov.com/portal/santacruzcounty> and clicking the green subscribe button.

For more information about how to register, please see the help file at <https://help.procurement.opengov.com/en/articles/2482165-vendor-registration>.

Any questions concerning the RFP process, required submittals, evaluation criteria, bid schedule, and selection process should be sent through the online portal at <https://procurement.opengov.com/portal/santacruzcounty>.

It shall be the Consultant's responsibility to check the OpenGov Procurement website to obtain any addenda that may be issued.



Exhibit A:
DRAFT Independent Contractor Agreement

Exhibit B:

**Local Assistance Procedures Manual (LAPM)
Required Forms**

Consultant Proposal DBE Commitment (Consultant Contracts); (LAPM 10-O1)

Consultant Contract DBE Commitment; (LAPM Exhibit 10-O2)

Disclosure of Lobbying Activities (LAPM 10-Q)

Proposer/Contractor Good Faith Effort (LAPM 15-H)

Exhibit C:

Project Supplemental Information

Exhibit D:

**Caltrans D5 Local Assistance Environmental
Section 106 Compliance for Native American Consultation**

Exhibit E:

Notice to Proposers DBE Information (LAPM 10-I)

Exhibit F:

Preliminary Environmental Assessment

Exhibit A: DRAFT Independent Contractor Agreement

CONTRACT No. 25XXXX

ARCHITECTURE AND ENGINEERING (A&E)

CONTRACT AGREEMENT

FOR LOCAL ASSISTANCE FEDERAL AID PROJECTS

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DRAFT

CONTRACT No. 25XXXX

ARTICLE I INTRODUCTION

- A. This CONTRACT agreement is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, COUNTY:

The name of the "CONSULTANT" is as follows: «Vendor Name»

Incorporated in the State of CALIFORNIA

The Project Manager for the "CONSULTANT" will be «Project Manager»

The Project Manager for the "COUNTY" will be «Project Manager»

The name of the "COUNTY" is as follows:

COUNTY OF SANTA CRUZ
COMMUNITY INFRASTRUCTURE AND DEVELOPMENT
PUBLIC WORKS DEPARTMENT

The Contract Administrator for "COUNTY" will be «Contract Analyst»

- B. The work to be performed under this CONTRACT is described in the approved CONSULTANT's Scope of Services and Cost Proposal detailed in (Attachment A) and dated «Attachment Date». The approved CONSULTANT's Rate Sheet is attached hereto (Attachment B) and incorporated by reference. If there is any conflict between the approved Scope of Services, Cost Proposal and Rate Sheet and this CONTRACT, this CONTRACT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss, or otherwise arising out of, or in any manner connected with the performance of this CONTRACT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of COUNTY, as determined by a court of competent jurisdiction. This provision includes, but is not limited to, failure by CONSULTANT to pay any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid by CONSULTANT in regard to CONSULTANT'S officers, employees and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security and payroll tax withholding). The provisions of this section shall survive termination or suspension of this CONTRACT.
- D. CONSULTANT in the performance of this CONTRACT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. This CONTRACT is by and between the COUNTY and the CONSULTANT and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONSULTANT. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. The CONSULTANT understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONSULTANT and not

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employees of the COUNTY. The CONSULTANT shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONSULTANT pursuant to this CONTRACT.

- E. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the CONTRACT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the COUNTY as to the designation of tasks to be performed and the results to be accomplished. The CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONSULTANT.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this CONTRACT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this CONTRACT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the COUNTY. However, claims for money due or which become due to CONSULTANT from COUNTY under this CONTRACT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the COUNTY.
- H. CONSULTANT shall be as fully responsible to the COUNTY for the negligent acts and omissions of its consultants and subconsultants or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this CONTRACT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

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

to discuss progress on the CONTRACT.

ARTICLE III STATEMENT OF WORK

The statement of work as detailed in the Attachment A: Scope of Services and Cost Proposal, dated «Attachment Date».

ARTICLE IV PERFORMANCE PERIOD

- A. This CONTRACT shall go into effect on «Beg Date», contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The CONTRACT shall end on «End Date», unless extended by AGREEMENT 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.

ARTICLE V 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, 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 "I" of this Article shall not be exceeded, unless authorized by CONTRACT amendment.
- B. The indirect cost rate established for this CONTRACT is extended through the duration of this specific CONTRACT.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of X%, totaling \$«Fee Amount». 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.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- 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 Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this CONTRACT.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this CONTRACT.

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- G. CONSULTANT will be reimbursed 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 (30) calendar days after the performance of work for 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 Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Santa Cruz County
Department of Community Development and Infrastructure
Attn: «Contract Analyst»
701 Ocean Street, Room 410
Santa Cruz, CA 95060

- H. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:
1. The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
 2. The COUNTY must return any payment request deemed improper by the COUNTY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.
- I. The total amount payable by COUNTY including the fixed fee shall not exceed \$«Contract Amount».
- J. 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.

ARTICLE VI TERMINATION

- A. This CONTRACT may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. COUNTY may temporarily suspend this CONTRACT, at no additional cost to COUNTY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this CONTRACT by CONSULTANT, and COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due COUNTY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this

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CONTRACT. Upon termination, COUNTY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- E. In the event of termination, CONSULTANT shall be entitled to compensation for work actually performed and not yet paid for at the rates set forth in Attachment B, so long as the dollar value of that work does not exceed the amounts set forth in Attachment A. The maximum amount for which the COUNTY shall be liable if this CONTRACT is terminated is the total amount as identified in the Attachment A Cost Proposal.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to COUNTY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the CONTRACT period and for three (3) years from the date of final payment under the CONTRACT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA, FEMA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the CONTRACT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this CONTRACT that is not disposed of by CONTRACT, shall be reviewed by COUNTY'S County Administrative Officer or designee.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S County Administrative Officer or designee 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

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CONSULTANT from full and timely performance, in accordance with the terms of this CONTRACT.

- D. CONSULTANT and subconsultant CONTRACTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an 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 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, COUNTY, 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 Administrator 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, COUNTY or local governments have access to CPA work papers, will be considered a breach of CONTRACT terms and cause for termination of the CONTRACT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, 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 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 IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR 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 (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three

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(3) months of the effective date of the management letter. IOAI 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 paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this CONTRACT.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this CONTRACT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted 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.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this CONTRACT or otherwise, shall create any contractual relation between the COUNTY and any Subconsultants, and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its Subconsultants 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 the CONSULTANT. The CONSULTANT'S obligation to pay its Subconsultants is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY Contract Administrator, except that which is expressly identified in the CONSULTANT'S approved Cost Proposal.
- C. Any subcontract entered into as a result of this CONTRACT, shall contain all the provisions stipulated in this entire CONTRACT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY.
- E. Any substitution of Subconsultants must be approved in writing by the COUNTY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the COUNTY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT'S approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY'S Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this CONTRACT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the CONTRACT, or if the CONTRACT is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. **PREVAILING WAGE.** This agreement is covered under Prevailing Wage provisions if this section is initialed by COUNTY.
- B. This agreement is subject to the Prevailing Wage provisions and provisions relating to certified

payroll records and apprenticeship of the Labor Code of California and Department of Industrial Relations regulations. There shall be paid to each worker of the CONSULTANT, or any of his subcontractors engaged in work on the project, not less than the prevailing wage rate regardless of any contractual relationship that may be alleged to exist between the Contractor or subcontractor of such worker. Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half (1 ½) times the above specified rate of per diem wages, unless otherwise specified. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold COUNTY harmless against any claims, or demands, or liability arising from failure to comply with all applicable requirements under the Prevailing Wage and related requirements.

- C. No CONSULTANT or Subconsultant may be awarded an CONTRACT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this CONTRACT, including any subsequent amendments.
- D. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this CONTRACT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this CONTRACT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subconsultants solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- E. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- F. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- G. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- H. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the CONTRACT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or

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Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the CONTRACT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The CONTRACT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the CONTRACT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

I. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the CONTRACT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8)

hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

J. Employment of Apprentices

1. Where either the prime CONTRACT or the subcontract exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the CONTRACT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this CONTRACT, the 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. The 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 certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The 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.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any CONTRACT to provide construction inspection for any construction project resulting from this CONTRACT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one that is subject to the control of the same persons, through joint ownership or otherwise.
- E. 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.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this CONTRACT shall have provided services on the design of any project included within this CONTRACT.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The 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 this CONTRACT without liability, to pay only for the value of the work actually performed, or to deduct from this CONTRACT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 or making of this CONTRACT, or with the extension, continuation, renewal, amendment, or modification of this CONTRACT.
 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this CONTRACT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The 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 one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this CONTRACT, CONSULTANT and its subconsultants shall not deny the CONTRACT'S benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, denial of family care leave, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. 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 CONTRACT.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this CONTRACT.
- G. The CONSULTANT, with regard to the work performed under this CONTRACT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants, including procurement of materials and leases of equipment.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- J. CONSULTANT and subconsultants shall comply with applicable 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

CONTRACT. The CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT by a subconsultant compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to CONTRACTS or subcontracts for standard commercial supplies or raw materials.

- K. 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 CONTRACT covers a program whose goal is employment.
- L. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further CONTRACTS with the COUNTY.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT'S signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (COUNTY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the CONTRACT (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the COUNTY shows a CONTRACT goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in the CONTRACT or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT'S responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the CONTRACT. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs

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certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This CONTRACT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded CONTRACT will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this CONTRACT is «DBE Percentage»%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the CONTRACT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the CONTRACT goal, or by documenting adequate good faith efforts to meet the CONTRACT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.
- D. Contract Assurance
- Under 49 CFR 26.13(b):
- CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this CONTRACT. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
- Failure by the CONSULTANT to carry out these requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the COUNTY'S written

consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the CONTRACT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the COUNTY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the COUNTY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the COUNTY by either acknowledging their CONTRACT or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the COUNTY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT'S written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT'S written notice

- The DBE's response to CONSULTANT'S written notice, if received. If a written response was not provided, provide a statement to that effect.

The COUNTY shall respond in writing to CONSULTANT'S DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the COUNTY'S written authorization of DBE termination request, CONSULTANT must obtain the COUNTY's written CONTRACT for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the COUNTY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal
 - Proposed subcontract CONTRACT and written confirmation of CONTRACT to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT'S GFEs to use DBE replacement firms within seven (7) days of COUNTY'S authorization to terminate the DBE. CONSULTANT may request the COUNTY'S approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The COUNTY shall respond in writing to CONSULTANT'S DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY'S DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The COUNTY shall request CONSULTANT to:

1. Notify the COUNTY'S contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COUNTY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants and submit it to the COUNTY within 90 days of CONTRACT acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

In the COUNTY'S reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the CONTRACT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the CONTRACT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue

to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the CONTRACT. The notification must include the DBE's name, work the DBE will perform on the CONTRACT, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the CONTRACT, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the CONTRACT using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the COUNTY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a CONTRACT. The COUNTY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the COUNTY determine that a listed DBE is not performing a CUF in

performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONSULTANT'S review. The CONSULTANT must implement the CAP within five (5) days of the COUNTY'S approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the CONTRACT, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, CONTRACT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its CONTRACT with its own work force, or the DBE subcontracts a greater portion of the work of the CONTRACT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the CONTRACT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the CONTRACT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. Any subcontract entered into as a result of this CONTRACT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONSULTANT'S insurance coverage and shall not contribute to it. If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT. Insurance is to be placed with insurers reasonably acceptable to the COUNTY.

County of Santa Cruz
Department of Community Development and Infrastructure

If CONSULTANT utilizes one or more subconsultants in the performance of this CONTRACT, CONSULTANT shall obtain and maintain CONSULTANT'S Protective Liability insurance as to each subconsultant or otherwise provide evidence of insurance coverage from each subconsultant equivalent to that required of CONSULTANT in this CONTRACT, unless CONSULTANT and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONSULTANT has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONSULTANT does not drive a vehicle in conjunction with any part of the performance of this CONTRACT and CONSULTANT and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY ____ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this CONTRACT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the date first written above, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter "post contract coverage") and any extensions thereof. CONSULTANT may maintain the required post contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this CONTRACT. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this CONTRACT in order to purchase prior acts or tail coverage for post contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both 20 10 10 01 and 20 37 10 01.

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days (10 days for nonpayment of premium) prior written notice has been given to:

County of Santa Cruz
Department of Community Development and Infrastructure

Santa Cruz County
Department of Community Development and Infrastructure
Attn: «Contract Analyst»
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Should CONSULTANT fail to obtain such an endorsement to any policy required hereunder, CONSULTANT shall be responsible to provide at least thirty (30) days' notice (10 days for non-payment of premium) of cancellation of such policy to the COUNTY as a material term of this CONTRACT.

(4) CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT'S obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
Department of Community Development and Infrastructure
Attn: «Contract Analyst»
701 Ocean Street, Room 410
Santa Cruz, CA 95060

(5) CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this CONTRACT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.
- B. This CONTRACT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this CONTRACT. In addition, this CONTRACT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this CONTRACT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this CONTRACT may be amended to reflect any reduction in funds.
- D. COUNTY has the option to terminate the CONTRACT pursuant to Article VI Termination, or by mutual agreement to amend the CONTRACT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

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

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY'S Contract Administrator.
- C. There shall be no change in CONSULTANT'S Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this CONTRACT without prior written approval by COUNTY'S Contract Administrator.

ARTICLE XXII CONTINGENT FEE

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

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this CONTRACT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this CONTRACT that is not disposed of by agreement shall be decided by a committee consisting of COUNTY'S Contract Administrator and Director of Community Development and Infrastructure, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this CONTRACT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit COUNTY, the State, and the FHWA if federal participating funds are used in this CONTRACT; to review and inspect the project activities and files at all reasonable times during the performance period of this CONTRACT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection

of the traveling public from injury and damage from such vehicles.

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

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this CONTRACT shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this CONTRACT which is not CONSULTANT'S privileged information, as defined by law, or CONSULTANT'S personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT'S possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this CONTRACT must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be an CONTRACT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this CONTRACT. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the CONTRACTS as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal- aid contracts).
- E. COUNTY may permit copyrighting reports or other CONTRACT products. If copyrights are permitted; the CONTRACT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY'S construction contractor relating to work performed by CONSULTANT'S personnel, and additional information or assistance from CONSULTANT'S personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT'S personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT'S personnel services under this CONTRACT.

- C. Services of CONSULTANT'S personnel in connection with COUNTY'S construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this CONTRACT in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this CONTRACT, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to COUNTY'S operations, which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this CONTRACT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the CONTRACT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the CONTRACT or COUNTY'S actions on the same, except to COUNTY'S staff, CONSULTANT'S own personnel involved in the performance of this CONTRACT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this CONTRACT without prior review of the contents thereof by COUNTY, and receipt of COUNTY'S written permission.
- E. Any subcontract entered into as a result of this CONTRACT shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this CONTRACT are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or subconsultants does voluntarily provide information in violation of this CONTRACT, COUNTY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, COUNTY'S attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

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

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM COUNTY TO CONSULTANT

The COUNTY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the COUNTY fails to pay promptly, the COUNTY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the COUNTY shall act in accordance with both of the following:

- (1) The COUNTY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The COUNTY must return any payment request deemed improper by the COUNTY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

The COUNTY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The COUNTY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII PRESENTATION OF CLAIMS

Presentation and processing of any or all claims arising out of or related to this CONTRACT shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

ARTICLE XXXIII MISCELLANEOUS

This written CONTRACT, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this CONTRACT. The parties agree that this written CONTRACT supersedes any previous written or oral agreements between the parties, and any modifications to this CONTRACT must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this CONTRACT shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

ARTICLE XXXIV ADDITIONAL REQUIREMENTS FOR FEDERAL FUNDED PROJECTS

1. The CONSULTANT shall not use the DOT seal(s), logos, crests, or reproductions of flags or likenesses of DOT agency officials without specific FHWA pre- approval.
2. The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this CONTRACT.

ARTICLE XXXV NOTIFICATION

County of Santa Cruz
Department of Community Development and Infrastructure

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

DRAFT

SIGNATURE PAGE

CONTRACT No. 25XXXXX

ARTICLE XXXVI CONTRACT

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

2. «VENDOR_NAME»

By: _____
SIGNED

«Vendor_Name»

PRINTED

Address: «Vendor_Address»
«City», «State» «ZIP»

Telephone: «Vendor_phone_»

Fax: «Vendor_fax_»

Email: «Vendor_email»

3. APPROVED AS TO INSURANCE:

Risk Management

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

Matt Machado

PRINTED

1. APPROVED AS TO FORM:

Office of County Counsel

DISTRIBUTION:
Community Development and Infrastructure
Consultant

APPENDICES A - E of the TITLE VI ASSURANCES

DRAFT

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ATTACHMENT A - SCOPE OF SERVICES AND COST PROPOSAL

ATTACHMENT B - RATE SHEET

**Exhibit B: Local Assistance
Procedures Manual (LAPM)
Required Forms**

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
11. TOTAL CLAIMED DBE PARTICIPATION			%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____			
21. Local Agency Representative's Signature _____ 22. Date _____ 23. Local Agency Representative's Name _____ 24. Phone _____ 25. Local Agency Representative's Title _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____	

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	☐ a. initial ☐ b. material change
		For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
☐ Prime ☐ Subawardee Tier _____, if known		
Congressional District, if known	Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
	CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply)	14. Type of Payment (check all that apply)	
\$_____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
13. Form of Payment (check all that apply):		
☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
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:		
(attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached:	Yes ☐	No ☐
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____		
Print Name: _____		
Title: _____		
Telephone No.: _____ Date: _____		

Authorized for Local Reproduction
Standard Form - LLL

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

Exhibit C: Site Information and Photos

COUNTY OF SANTA CRUZ

RANCHO RIO BRIDGE 36C0128

PROJECT DESCRIPTION

The project will consist of completely replacing the existing one lane structure and roadway approaches with a two-lane clear span concrete slab bridge and standard bridge approaches. Additional right of way may be required to accommodate the new bridge footprint. Rancho Rio Avenue will be closed at this location during construction and local traffic will be detoured to alternative routes. Utilities such as water and gas will need to be relocated for the project.

The existing bridge has a recent Bridge Inspection Report dated November 20, 2024 and the bridge is described as “Scour Critical”. The bridge is structurally deficient with the structure evaluation as “2 Intolerable - Replace”.

The County of Santa Cruz has programmed the Rancho Rio Bridge through the California Highway Bridge Program (HBP) funding sources which will reimburse a portion of the Preliminary Engineering and Construction of the project. It is the goal of the County to have the plans, specifications and estimate along with all the required permitting to be ready for construction Summer 2029.

Special consideration in the design of the new bridge shall account for its geographic location, particularly its position downstream of Loch Lomond Reservoir. During severe storms or flood events that require water releases from the reservoir, Newell Creek may experience significant impacts.

The sketches completed by the County to date are considered preliminary and completed as part of the application process and for completing environmental work. The Consultant may provide alternatives that benefit the project cost and reduce impact to the public, environment, etc.

The most critical milestone for this project’s success is obtaining NEPA determination by September 2026 and moving the project to the R/W phase. If the project does not progress by this date, construction funds will not be able to be adjusted.

COUNTY OF SANTA CRUZ

RANCHO RIO BRIDGE 36C0128

SITE PHOTOS



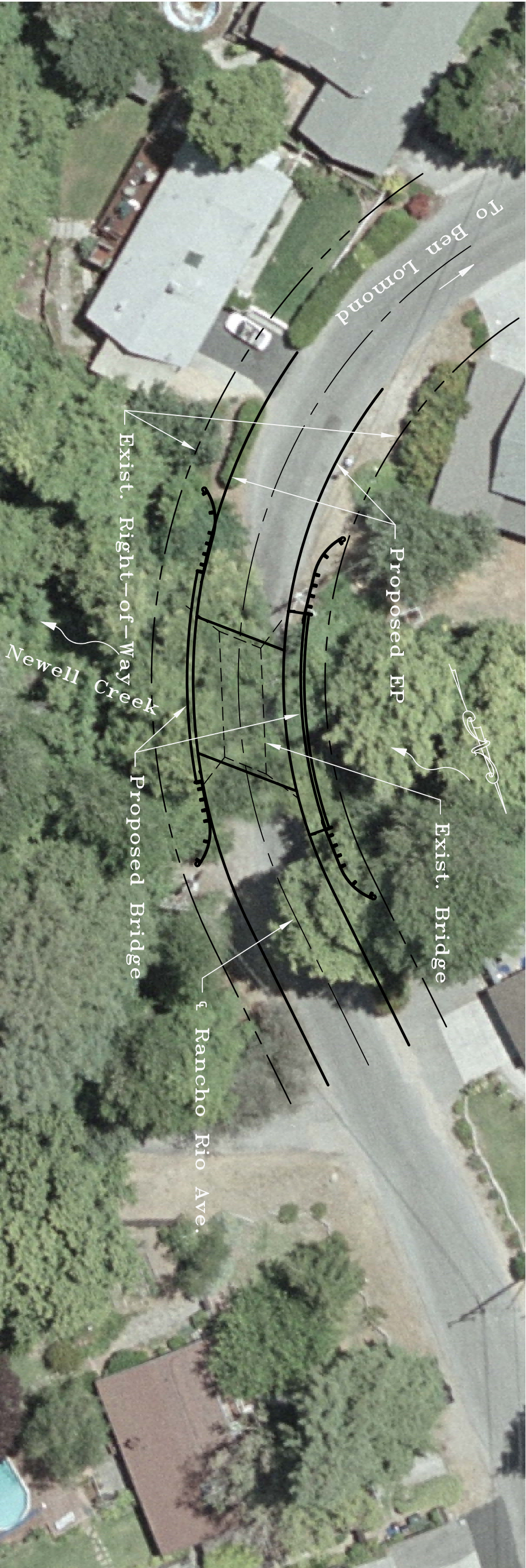
South Approach



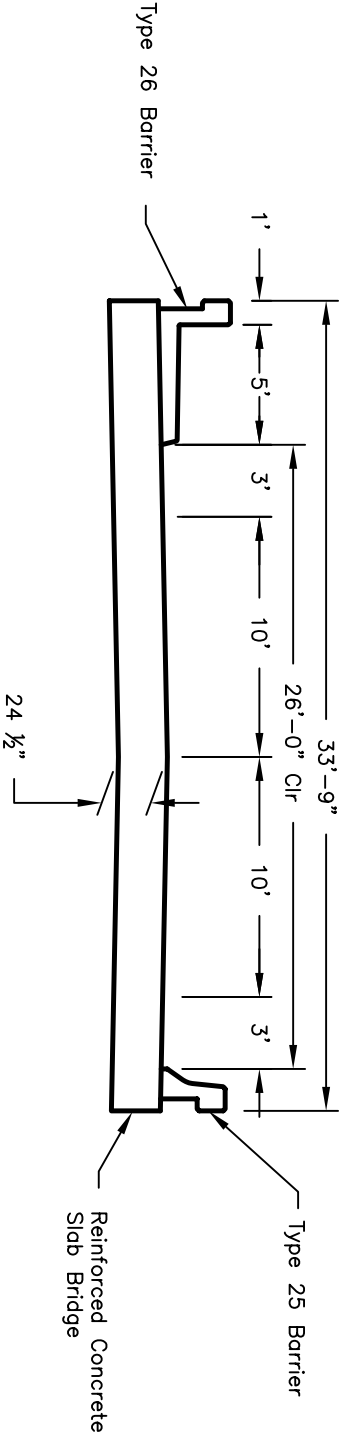
North Approach



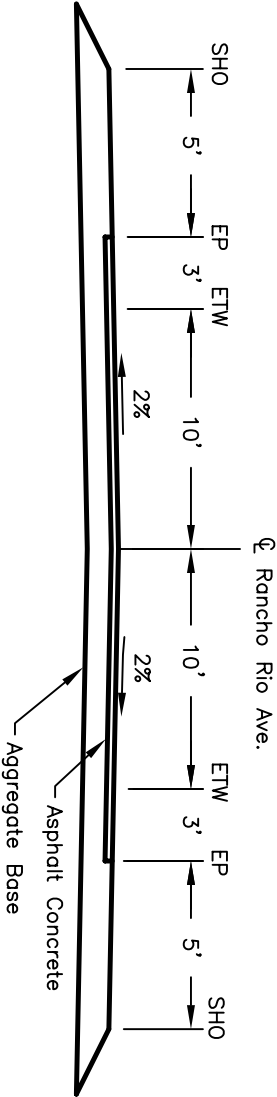
Bridge Profile



Site Plan
1" = 30'±



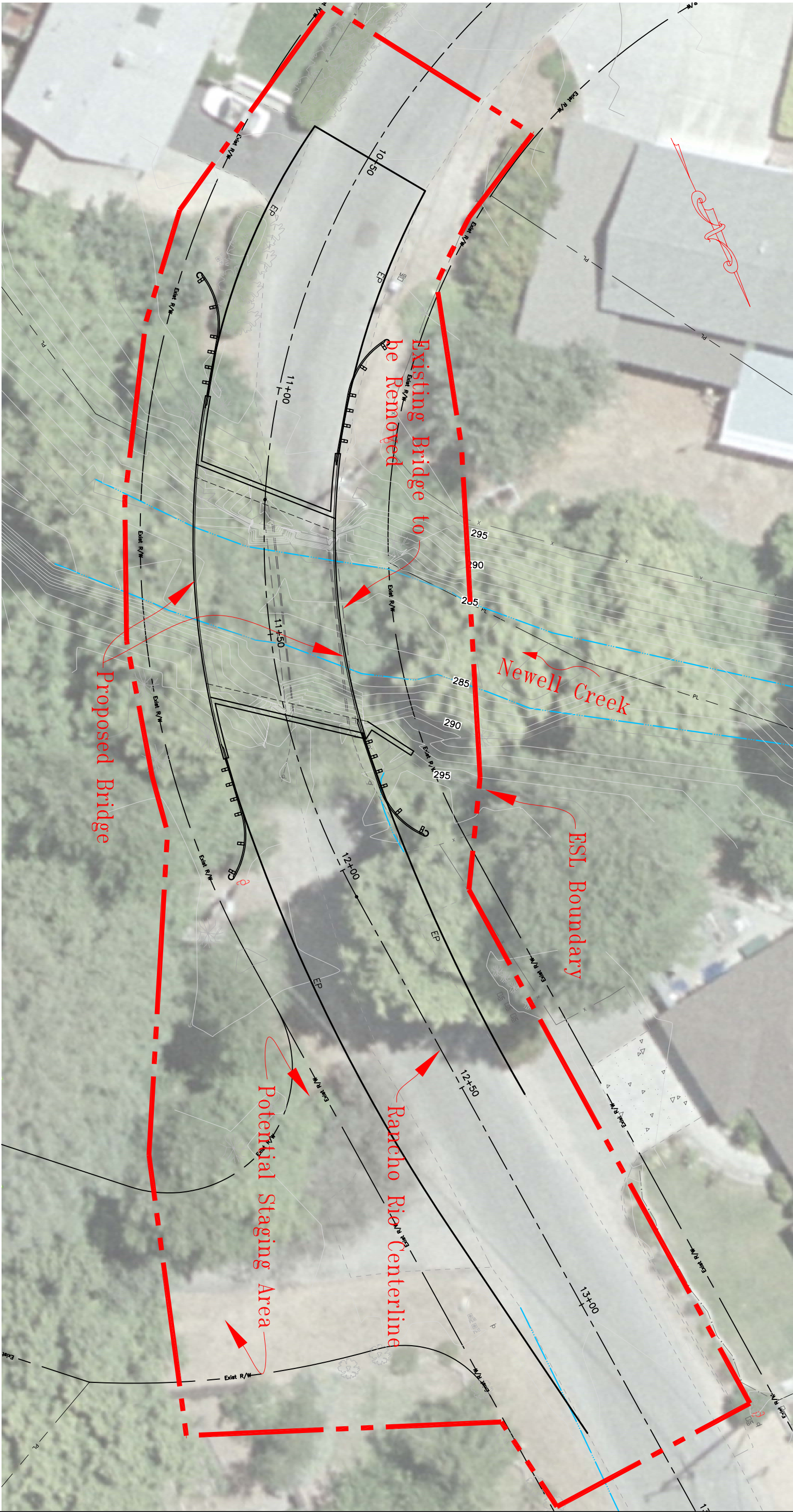
Typical Bridge Section
Scale: 1" = 8'



Typical Road Section
Scale: 1" = 8'

County of Santa Cruz Department of Public Works
Rancho Rio Avenue at Newell Creek
Bridge Replacement Project





PLAN
1"=20'

		PROJECT ENGINEER	Tim J. Bailey		DATE	REVISION	BY
COUNTY OF SANTA CRUZ – DEPARTMENT OF PUBLIC WORKS			RANCHO RIO AVENUE AT NEWELL CREEK ENVIRONMENTAL STUDY LIMITS				
DRAWN: TJB							
CHECKED: RJC							
DATE:							
SCALE: 1"=20'							
JOB NO. 40154							
SHEET							
OF							



BRIDGE INSPECTION REPORT

Routine Inspection

BRIDGE NO.:
36C0128

STRUCTURE NAME:
NEWELL CREEK

INSPECTION DATE:
November 20, 2024

BRIDGE LOCATION INFORMATION

(9) LOCATION	0.1 MI E NEWELL CREEK RD	(7) FACILITY CARRIED	RANCHO RIO AVENUE
(11) POSTMILE	0	(6) FEATURE INTERSECTED	NEWELL CREEK
(16) LATITUDE	37°05'16.8"	(5) INVENTORY RTE(ON/UNDER)	ON 140000000
(17) LONGITUDE	122°04'34.89"	(104) ON NATIONAL HIGHWAY SYSTEM	NOT ON NHS

STRUCTURAL HEALTH CONDITION SUMMARY INFORMATION

(58) DECK	6 SATISFACTORY	DECK AREA (M) ²	42
(59) SUPERSTRUCTURE	6 SATISFACTORY	PAINT CONDITION	0
(60) SUBSTRUCTURE	2 CRITICAL	(113) SCOUR	2 SC - EXTENSIVE SCOUR
(62) CULVERT	N N/A (NBI)		
(67) STRUCTURE EVALUATION	2 INTOLERABLE - REPLACE		

PHOTOGRAPH IDENTIFICATION



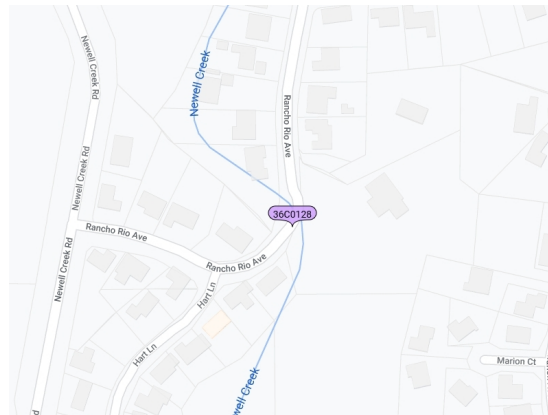
Routine-Roadway View (11/12/2020)



Routine-Elevation View (11/13/2018)



Routine-Underside View (11/13/2018)



Routine-Map View (10/21/2022)

TEAM LEADER Shawn Hart

REPORT AUTHOR Shawn Hart

INSPECTED BY S.Hart/LD.Nash

Shawn Hart (Registered Civil Engineer)

4/24/2025

Date



STRUCTURE OVERVIEW

AGENCY INFORMATION

INSPECTION INFORMATION

(1) STATE NAME	CALIFORNIA	069	(90) INSPECTION DATE	11/24	(91) FREQUENCY	12	MO
(2) HIGHWAY DISTRICT		05	(92) CRITICAL FEATURE INSPECTION		(93) CFI DATE		
(3) COUNTY CODE	(36)	SANTA CRUZ	A) NSTM INSP	N-NO	MO	A)	11/16
(4) PLACE CODE	(00000)	_____	B) UNDERWATER INSP	N-NO	MO	B)	N/A
(21) MAINTAIN	02	COUNTY HWY AGENCY	C) OTHER SPECIAL INSP	Y-YES	48	MO	C)
(22) OWNER	02	COUNTY HWY AGENCY					
(98) BORDER BRIDGE STATE CODE	N/A	% SHARE					
(99) BORDER BRIDGE STRUCTURE NUMBER		N/A					

SNBI ITEMS USED TO CHECK INSPECTION FREQUENCY

(B.C.09) CHANNEL CONDITION RATING	7 Good	(B.C.15) UW CONDITION RATING	N Not Applicable
(B.C.10) CHANNEL PROTECTION RATING	N Not Applicable	(B.AP.03) SCOUR VULNERABILITY RATING	CD-T - Temporary
(B.C.11) SCOUR CONDITION RATING	6 Satisfactory	(B.LR.08) ROUTINE PERMIT LOADS	A) All routine permits allowed
(B.C.14) NSTM CONDITION RATING	N Not Applicable	(B.IR.02) FATIGUE DETAILS	E/E' details are present

CONSTRUCTION INFORMATION

(27) YEAR BUILT	1958	(45) MAIN SPANS	1	(43a) STRUCTURE TYPE MAIN	3: STEEL
(106) YEAR MODIFIED	N/A	(46) APPR SPANS	0	(43b) DESIGN TYPE MAIN	02: STRINGER/MULTI-BEAM
(34) SKEW	16	(48) MAX SPAN (M)	11.6	(44a) STRUCTURE TYPE APPR	0: OTHER/ NOT APPLICABLE
(49) LENGTH (M)	12.9	(35) STR FLARE	0-NO	(44b) DESIGN TYPE APPR	00: OTHER/NOT APPLICABLE
(112) NBIS BR LENGTH	Y	JOINTS	2	NO. OF HINGES	0

STRUCTURE DESCRIPTION

Simple span steel girders (4) with a non composite RC deck and timber sidewalks on RC seat-type abutments with monolithic wingwalls, founded on unknown foundations

SPAN CONFIGURATION

1 @ 38 ft

OPERATIONAL INFORMATION

LOAD CAPACITY

(31) DESIGN LOAD	0 UNKNOWN	(65) CALC METHOD	8 LRFR RATING FACTOR
(66) INVENTORY RATING	RF= 0.76	(63) CALC METHOD	8 LRFR RATING FACTOR
(64) OPERATING RATING	RF= 0.98	(70) BRIDGE POSTING	5 AT/ABOVE LEGAL LOADS
(41) STRUCTURE STATUS	A-OPEN, NO RESTRICTION	PERMIT RATING	PPPPP
OVERLAY THICKNESS	0 inches		

POSTING LOADS

	Safe Loads	Existing Ordinance/Order	Posting Signs		Additional Ordinance/Order Requirements
Type 3	Legal			U.S. Tons	NONE
Type 3S2	Legal			U.S. Tons	
Type 3-3	Legal			U.S. Tons	
Speed	25			MPH	
					Additional Signs
					ONE LANE BRIDGE
Posting Date Load Rating Summary Date 02/09/16 Load Rating Type Calculated Load Rating Tool - Date BrR 6.7.1 AASHTO - 01/28/16					

MINIMUM VERTICAL CLEARANCE

MINIMUM LATERAL UNDERCLEARANCE

(53) MIN VERT CLEAR OVER BRIDGE RDWY	Unimpaired	(55) MIN LAT UNDERCLEAR RT REF	N-NOT H/RR	0.0 M
(54) MIN VERT UNDERCLEAR REF	N-NOT H/RR	0.00 M	(56) MIN LAT UNDERCLEAR LT	0.0 M

OPERATIONAL SIGN PHOTOGRAPHS



Photo 1
'One Lane Bridge' Sign (typ)

CONDITION INFORMATION

INSPECTION COMMENTARY

SCOPE AND ACCESS

Water was present under Span 1 at a maximum depth of 18 inches at the time of this investigation. All substructure elements were out of the water and dry. The deck was inspected by walking on the bridge deck. The underside of the deck, superstructure, and substructure were inspected from the ground under the bridge.

The abutment footings were probed to determine undermining. A complete routine bridge inspection was performed.

A special feature member (SFM) inspection was conducted concurrently with the routine inspection in accordance with the Special Feature Members Inspection Plan, dated 7/08/2008. The SFMs were accessed with a ladder from the ground below. A hands-on visual inspection was performed of the built-up section (cover plates) and corresponding welds along the bottom flange of the girders. No fractures or cracks were found.

NUMBERING CONVENTION

Abutment 1 is located nearest to Newell Creek Road. Abutment 2 is located nearest to Hallsons Lane.

DECK AND ROADWAY

The timber planking of the sidewalks are decaying and have some checking. See Photo 5 from 11/02/2022. A work recommendation to replace the sidewalk timbers was entered in 2012.

OPERATIONAL SIGNS

"One Lane Bridge" signs are posted at both approaches. See Photo 1.

WATERWAY

There is a scour plan of action dated 8/19/2010 on file for this structure. The structure has been determined to have scour-compromised foundations and the NBI Item 113 code has been set to "2" (Scour Critical). The plan of action calls for 24-month inspection by SMI and post-storm inspection by County personnel. The channel cross section was spot checked during this inspection and no significant deviations from the cross section measured on 11/12/2020 were found.

There was an "Other" Hydraulics inspection and report on 6/20/2018. This report found that the Plan of Action from 2010 is not adequate for current conditions. A work recommendation to draft a new POA was entered in 2018. See the hydraulics report for more detailed information regarding the scour issues.

SPECIAL INSPECTION INFORMATION

STEEL INVESTIGATION DETAILS

This structure qualifies for an in-depth Steel investigation because it possesses the following non-redundant steel tension members (NSTM) or fatigue prone details :

Beam(Rolled) with Category E Welds

SFI Required	Yes	Last SFI	11/02/2022	SFI Freq.	48	months	Next SF Inspection	11/02/2026
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UNDERWATER INVESTIGATION DETAILS - NOT APPLICABLE FOR THIS BRIDGE.

DECK AND ROADWAY

DECK CROSS SECTION

2 ft sw & br, 0.58 ft cu, 10.5 ft, 0.58 ft cu, 2 ft sw & br (sw & br outside of deck)

DECK GEOMETRY

(49) LENGTH	12.9 M
(51) NET WIDTH	3.2 M
(52) TOTAL WIDTH	3.6 M
(50) CURB OR SIDEWALK	LEFT 0.6 M RIGHT 0.6 M
(32) APPROACH RDWY WIDTH	4.6 M
(33) BRIDGE MEDIAN	0 NO MEDIAN

DECK ROADWAY/OPERATIONAL INFORMATION

(42a) TYPE OF SERVICE	5-HIGHWAY-PEDESTRIAN
(12) BASE HIGHWAY NETWORK	0-NOT ON NET
(13) LRS INVENTORY RTE & SUBRTE	
(104) NATIONAL HIGHWAY SYSTEM	0-NOT ON NHS
(26) FUNCTIONAL CLASS	19-LOCAL URBAN
(100) DEFENSE HIGHWAY	0-NOT STRAHNET
(101) PARALLEL STRUCTURE	N-NONE EXISTS
(102) DIRECTION OF TRAFFIC	3-1 LANE, 2 WAY
(10) INVENTORY ROUTE MIN VERT CLEAR	99.99 M
(47) INVENTORY ROUTE TOTAL HORIZ CLEAR	3.2 M
(68) DECK GEOMETRY	2 INTOLERABLE - REPLACE
(72) APPR ROADWAY ALIGN	6 EQUAL MIN CRITERIA
(105) FEDERAL LANDS HWY	0-NOT APPLICABLE
(110) DESIGNATED NATIONAL NETWORK	0-NOT ON NET
(20) TOLL	3-ON FREE ROAD
(28a) LANES	1
SPEED	25
(103) TEMPORARY STRUCTURE	N/A

DECK STRUCTURE INFORMATION

(107) DECK STRUCTURE TYPE	1-CIP CONCRETE
(108) WEARING SURFACE / PROTECTIVE SYSTEM	
A) TYPE OF WEARING SURFACE	0-NONE
B) TYPE OF MEMBRANE	0-NONE
C) TYPE OF DECK PROTECTION	0-NONE
OVERLAY THICKNESS (inches)	0 inches
(29) AVERAGE DAILY TRAFFIC	500
(30) YEAR OF ADT 2015	(109) TRUCK ADT % 10 %
(19) BYPASS, DETOUR LENGTH	3 KM
(114) FUTURE ADT	768
(115) YEAR OF FUTURE ADT	2042
(37) HISTORICAL SIGNIFICANCE	5: NOT ELIGIBLE FOR NRHP

DECK ELEMENT INSPECTION RATINGS AND NOTES

(58) DECK RATING = 6

Elem No.	Defect/Prot Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State			
						CS 1	CS 2	CS 3	CS 4
12		Deck-RC	2	37	sq.m	0	37	0	0
1190		Abrasion (PS Conc./RC)	2	37		0	37	0	0
(12-1190) Abrasion (PS Conc./RC)									
The bare deck surface has abraded exposing coarse aggregate. See Photo 5 from 11/2/2022.									

JOINT - APPROACH - RAIL

RAIL INFORMATION

(36a) Rail Code 0 (36b) Transition 0 (36c) Appr Guardrail 0 (36d) Appr Guardrail End 0 Roadway Speed 25 MPH

JOINT/APPROACH/RAIL ELEMENT INSPECTION RATINGS AND NOTES

Elem No.	Defect/Prot Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State			
						CS 1	CS 2	CS 3	CS 4
304		Joint-Open Expansion	2	9	m	9	0	0	0
(304) Joint-Open Expansion									
There were no significant defects noted.									
330		Railing-Metal	2	23	m	23	0	0	0
(330) Railing-Metal									
There were no significant defects noted.									

SUPERSTRUCTURE

SUPERSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES

(59) SUPERSTRUCTURE RATING = 6

Elem No.	Defect/Prot Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State			
						CS 1	CS 2	CS 3	CS 4

SUPERSTRUCTURE**SUPERSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES**

(59) SUPERSTRUCTURE RATING = 6

Elem No.	Defect/Prot Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State			
						CS 1	CS 2	CS 3	CS 4
107		Girder/Beam-Steel	2	46	m	0	46	0	0
1000		Corrosion	2	46		0	46	0	0
515		Steel Coating-Paint	2	66	sq.m	0	0	0	66
3450		Paint Sys Breakdown (Steel PC)	2	66		0	0	0	66
(107) Girder/Beam-Steel									
Non-Routine Inspection Element Notes: 11/20/2024 SFM Inspection: The category "E" welds on the built up girders were inspected according to the Special Feature Inspection plan dated 7/8/2008 and no cracks or defects were found.									
(107-1000) Corrosion									
The girders exhibit surface rust throughout with no noticeable loss of section. See Photo 6 from 11/2/2022.									
(107-515-3450) Paint Sys Breakdown (Steel PC)									
The paint system has broken down and the girders are covered with freckled rust. See Photo 6 from 11/2/2022.									
313		Bearing-Fixed	2	8	each	8	0	0	0
(313) Bearing-Fixed									
There were no significant defects noted.									

SUBSTRUCTURE**DESCRIPTION UNDER STRUCTURE**

(42b) TYPE OF SERVICE UNDER	5-WATERWAY	(38) NAVIGATION CONTROL	0: NO CONTROL
(69) UNDERCLEARANCES V - H	N NOT APPLICABLE (NBI)	(111) PIER PROTECTION	N/A
(71) WATER ADEQUACY	6 EQUAL MINIMUM	(39) NAVIGATION VERTICAL CLEARANCE	0.0 M
(61) CHANNEL PROTECTION	7 MINOR DAMAGE	(116) VERT-LIFT BRIDGE NAV MIN VERTICAL CLEAR	M
(113) SCOUR	2 SC - EXTENSIVE SCOUR	(40) NAVIGATION HORIZONTAL CLEARANCE	0.0 M
SCOUR POA DATE	08/19/2010		

CHANNEL DESCRIPTION

Sandy silty creek with light foliage and large rocks.

SUBSTRUCTURE ELEMENT INSPECTION RATINGS AND NOTES

(60) SUBSTRUCTURE RATING = 2

Elem No.	Defect/Prot Defect	Element Description	Env	Total Qty	Units	Qty in each Condition State			
						CS 1	CS 2	CS 3	CS 4
215		Abutment-RC	2	30	m	30	0	0	0
(215) Abutment-RC									
There were no significant defects noted.									
Wingwalls are included with this element.									
220		Pile Cap/Footing-RC	2	4	m	0	0	4	0
6000		Scour	2	4		0	0	4	0
(220-6000) Scour									
The top of the spread footing of Abutment 1 is exposed for the full length. A 1 foot section of the footing on the left side is undermined to a depth of 8 inches from the face of the footing. See Photo 1 from this inspection and Photo 3 from 11/2/2022. A work recommendation to place scour countermeasures was entered in 2008.									
For more information on the scour issues see Hydraulics report dated 6/20/2018.									

SUBSTRUCTURE PHOTOGRAPHS

SUBSTRUCTURE

SUBSTRUCTURE PHOTOGRAPHS



Photo 2
Footing Condition, Abutment 1

WORK RECOMMENDATIONS

DECK WORK RECOMMENDATIONS

Rec Date	11/13/2012	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Deck-Misc	Str Target	ROUTINE	EA
Replace the deteriorated timber sidewalk planking.						

JOINT/APPR/RAIL WORK RECOMMENDATIONS - NONE

SUPERSTRUCTURE WORK RECOMMENDATIONS - NONE

SUBSTRUCTURE WORK RECOMMENDATIONS

Rec Date	11/13/2018	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Sub-Misc	Str Target	ROUTINE	EA
Please draft a new Scour Plan of Action following the findings in the SMI Hydraulics Branch Report dated 6/20/2018. For guidance in preparing a Scour Plan of Action and in choosing, designing, and installing appropriate scour countermeasures, refer to HEC-23, "Bridge Scour and Stream Instability Countermeasures: Experience, Selection, and Design Guidance - 3rd Edition", Publication Nos. FHWA-NHI-09-111 and FHWA-NHI-09-112, September 2009.						
Rec Date	07/08/2008	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Sub-Fix Scour Critic	Str Target	ROUTINE	EA
The bridge is scour critical with potential for settlement at Abutment 1 due to an undermined footing. Repairs are urgently needed. Re-establish support under the footing, and design and construct scour countermeasures as prescribed in the HEC-23 3rd Edition ("Bridge Scour and Stream Instability Countermeasures: Experience, Selection and Design Guidance", FHWA Publication No. NHI-09-111 and NHI-09-112, September 2009) to prevent a recurrence of the undermining.						
This Work Recommendation was revised on 12/8/2011 by Caltrans Structure Maintenance & Investigations Hydraulics Office						

OTHER WORK RECOMMENDATIONS

Rec Date	11/02/2022	Work By	LOCAL AGENCY	Est Cost		Dist Target
Status	PROPOSED	Action	Paint Bridge Superst	Str Target	ROUTINE	EA
Clean, blast and paint the steel girders and superstructure members.						



Photo #1

'One Lane Bridge' Sign (typ)



Photo #2

Footing Condition, Abutment 1

Exhibit D: Completed Section 106 Studies

Memorandum

To Cathy Stettler
Associate Environmental Planner
Environmental Stewardship Branch

Date: May 1, 2013

File No. Rancho Rio Avenue
Bridge Replacement
Santa Cruz County
Local Assistance
BRLO-5936(096)

Kelda Wilson 
Principal Investigator- Prehistoric Archaeology
From **DEPARTMENT OF TRANSPORTATION**
District 5

Subject Section 106 Complete, Rancho Rio Avenue Bridge Replacement Project, Santa Cruz County

The attached *Historic Property Survey Report for the Rancho Rio Avenue Bridge Replacement Project* documents that the requirements of 36 CFR 800 have been fulfilled, in accordance with the January 1, 2004 *Programmatic Agreement Among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation* (Programmatic Agreement).

Caltrans, under the authority of FHWA has made a finding of No Historic Properties Affected, and no further studies are warranted. In the event cultural material is encountered during construction, work shall cease until a qualified archaeologist can assess the unanticipated discovery in accordance with the Programmatic Agreement, and the Caltrans Environmental Planning Branch shall be notified immediately.

Attachment

Cc: Valerie Levulett, Caltrans District 5 Heritage Resources Coordinator

HISTORIC PROPERTY SURVEY REPORT

RANCHO RIO AVENUE BRIDGE REPLACEMENT PROJECT

BEN LOMOND, SANTA CRUZ COUNTY, CALIFORNIA

California Department of Transportation
District 5 - San Luis Obispo
Federal ID# BRLO-5936(096)

February 2013



Prepared by

Heidi Koenig, M.A., RPA
Senior Associate, Cultural Resources Group
Principal Investigator

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Petaluma, CA 94954
phone: (707) 795-0900 fax: (707) 795-0902

Consultant to

County of Santa Cruz Department of Public Works

HISTORIC PROPERTY SURVEY REPORT**1. UNDERTAKING DESCRIPTION AND LOCATION**

District	County	Route	Post Miles	Unit	E-FIS Project Number	Phase
5	Santa Cruz	Federal Highway Administration	BRLO-5936(096)	Rancho Rio Avenue at Newell Creek		

For Local Assistance projects off the highway system, use headers in italics)

Project Description:

The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3 (Figure 1 in Exhibit 1).

The proposed project will replace the existing bridge with a new cast-in-place pre-stressed concrete slab bridge. The one-lane existing bridge, constructed in 1958, is considered to be structurally deficient with a sufficiency rating of 24.3 according to the latest bridge inspection report. The new bridge will have essentially the same horizontal and vertical alignments as the existing bridge. The new bridge will be 28 feet wide curb to curb (as opposed to 10.5 feet for the existing bridge). The foundation of the new bridge will likely consist of cast in drilled hole (CIDH) concrete piles or spread footings. CIDH piles would require augered holes to a depth of approximately 60 feet. Excavation for the abutments will be approximately 10 feet below the existing roadway surface. It is anticipated that the contractor will need to install a temporary culvert in the stream with clean gravel surrounding the pipe to be able to demolish the existing bridge and to keep construction related debris from entering the stream.

The County currently owns 50 feet of right-of-way in the vicinity of the bridge. Additional right-of-way (5 feet) may need to be acquired from four adjacent parcels as well as a temporary easement for a staging area. A potential staging area exists in the parcel northeast of the bridge. Overhead utilities will need to be relocated as part of the project as well as exiting water and gas lines attached to the bridge.

2. AREA OF POTENTIAL EFFECTS

The Area of Potential Effects (APE) for the project was established in consultation with Kelda Wilson (District Archaeologist) and Donn Miyahara (Local Assistance Engineer) on October 2 and 3, 2012. Figure 2 in Exhibit 1 provides the APE map.

The archaeological APE is the area, surface and subsurface, that could experience ground disturbance as a result of proposed project activities including bridge demolition and replacement, acquisition of right-of-way, staging areas, and work areas. A horizontal APE has been established with a 20-foot buffer from the outer extent of ground-disturbing activity to accommodate work and staging areas. The vertical APE corresponds to the individual project components described above with a maximum of 60 feet deep for

For the federal undertaking described in Part 1: To minimize redundancy and paperwork for the California Department of Transportation and the State Historic Preservation Officer, and in the spirit intended under the federal Paperwork Reduction Act (U.S.C. 44 Chapter 35), this document also satisfies consideration under California Environmental Quality Act Guidelines Section §15064.5(a) and, as appropriate, Public Resources Code §5024 (a)(b) and (d).

HISTORIC PROPERTY SURVEY REPORT

the CIDH piles. No excavation or grading will occur in the staging area. Ground disturbance for utilities relocation will be approximately 4 feet below ground surface and be completed within the archaeological APE as shown on Figure 2.

The architectural APE includes areas that will be both directly and indirectly affected by the proposed project. This includes the bridge itself, as well as any adjacent buildings or structures that could be affected from either the introduction of a new element to the setting of the area or from vibratory effects during construction activities. The bridge, originally constructed in 1958, is listed in the Caltrans bridge inventory as Category 5 and is considered not eligible for listing in the National Register of Historic Places. Parcels immediately adjacent to the bridge are included in the architectural APE as shown on Figure 2.

3. CONSULTING PARTIES / PUBLIC PARTICIPATION

- ☒ Local Government
 - Santa Cruz County Department of Public Works
- ☒ Native American Tribes, Groups and Individuals
 - Contacted October 3, 2012 (see Appendix A in Attachment A - Archaeological Survey Report)
- ☒ Native American Heritage Commission
 - Contacted September 26, 2012, response received October 3, 2012, no known sacred sites in APE (see Appendix A in Attachment A - Archaeological Survey Report)
- ☒ Local Historical Society / Historic Preservation Group
 - Contacted September 26, 2012, no response received (see Appendix A in Attachment A - Archaeological Survey Report)

4. SUMMARY OF IDENTIFICATION EFFORTS

- | | |
|--|---|
| ☒ National Register of Historic Places | Month & Year: 1979-2002 & supplements |
| ☒ California Register of Historical Resources | Year: 1992 & supplemental information to date |
| ☒ California Inventory of Historic Resources | Year: 1976 |
| ☒ California Historical Landmarks | Year: 1995 & supplemental information to date |
| ☒ California Points of Historical Interest | Year: 1992 & supplemental information to date |
| ☒ Caltrans Historic Highway Bridge Inventory | Year: 2006 & supplemental information to date |
|
 | |
| ☒ Archaeological Site Records | |
| ESA staff conducted a records search for the project at the Northwest Information Center (NWIC) of the California Historical Resources Information System at Sonoma State University on September 26, 2012 (File No. 12-0313). | |

For the federal undertaking described in Part 1: To minimize redundancy and paperwork for the California Department of Transportation and the State Historic Preservation Officer, and in the spirit intended under the federal Paperwork Reduction Act (U.S.C. 44 Chapter 35), this document also satisfies consideration under California Environmental Quality Act Guidelines Section §15064.5(a) and, as appropriate, Public Resources Code §5024 (a)(b) and (d).

HISTORIC PROPERTY SURVEY REPORT**X Results:**

Records at the NWIC indicate that no cultural resources investigations have been completed within the Rancho Rio Avenue APE. Two archaeological surveys have been conducted within a ½-mile radius (Lonnberg, 1973; Paul, 1994). No prehistoric or historic-period archaeological resources have been recorded within the APE or within a ½-mile radius of the APE. The nearest archaeological resource is CA-SCR-159/H, a large multicomponent site with a prehistoric salmon fishing campsite; an 1860s homestead site; an 1880s lumber mill site; and an 1890s hotel grounds and family cemetery. The site is located approximately 4,000 feet (.75 miles) to the northwest of the APE.

The Rancho Rio Avenue Bridge over Newell Creek (Bridge Number 36C0128) was originally constructed in 1958. The bridge is listed in the Caltrans bridge inventory as Category 5 and is considered not eligible for listing in the National Register of Historic Places. Additionally three ranch-style, single-family residences are within the architectural APE. Assessor's parcel data and USGS topographic quadrangles indicate that the neighborhood was developed in the late 1960s and 1970s. The buildings therefore do not meet the minimum age threshold for listing in the National Register of Historic Places nor do the buildings meet the Criteria Considerations for exceptions.

ESA archaeologist, Heidi Koenig, M.A., completed a pedestrian survey of the APE on October 18, 2012. No archaeological resources were identified during the survey. A review of geologic maps indicates that the APE does not have the potential to contain archaeological sites buried by natural alluvial processes. Based on observations made during the survey as well as the known distribution of sites in the Ben Lomond region, the potential for uncovering unknown sites appears to be low.

5. PROPERTIES IDENTIFIED

- X Bridges listed as Category 5** in the Caltrans Historic Highway Bridge Inventory are present within the APE. Appropriate pages from the Caltrans Historic Bridge Inventory are provided as **Exhibit 2**.

6. LIST OF ATTACHED DOCUMENTATION

- X** Figure 1. Project Location and Figure 2. APE Map (**Exhibit 1**)
X Caltrans Historic Bridge Inventory Sheet (**Exhibit 2**)
X Archaeological Survey Report (**Attachment A**)
• Koenig, 2012 reviewed by Wilson, 2012

7. HPSR to File

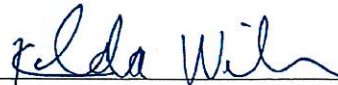
- X** As assigned by FHWA, Caltrans has determined a Finding of **No Historic Properties Affected**, according to Section 106 PA Stipulation IX.A and 36 CFR 800.4(d)(1), is appropriate for this undertaking.

HISTORIC PROPERTY SURVEY REPORT**8. HPSR to SHPO**☒ Not applicable**9. Findings for State-Owned Properties**☒ Not applicable; project does not involve Caltrans right-of-way or Caltrans-owned property.**10. CEQA IMPACT FINDINGS**☒ Not applicable; Caltrans is not the lead agency under CEQA.**11. HPSR PREPARATION AND DEPARTMENT APPROVAL**

Prepared by:

Consultant / discipline:
AffiliationHeidi Koenig, Archaeologist
Environmental Science Associates, Petaluma2/4/2013
Date

Reviewed for approval by:



Caltrans District 5 PQS :

Kelda Wilson, District Archaeologist2-4-13
Date

Approved by:



Caltrans District 5 EBC:

Kelda Wilson, Environmental Branch Chief2-4-13
Date

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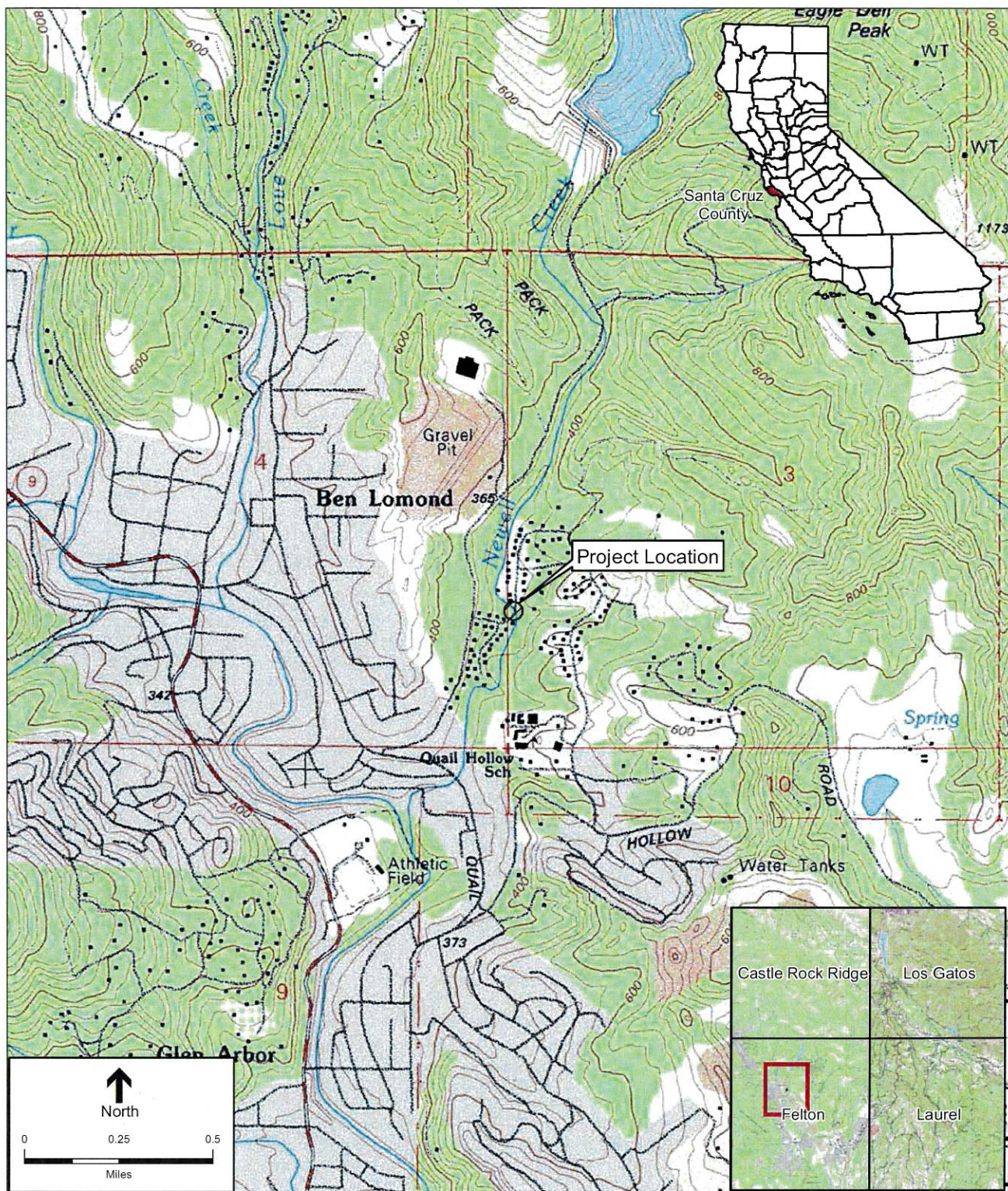
Historic Property Survey Report (short form)

Exhibit 1: Figures

Exhibit 2: Caltrans Historic Bridge Inventory Sheet

Attachment A: Archaeological Survey Report

EXHIBIT 1: FIGURES



Rancho Rio Avenue Bridge Replacement Project. D211621.3

Figure 1
Project Location



Rancho Rio Avenue Bridge Replacement Project. D211621.3

Figure 2
Area of Potential Effects

EXHIBIT 2: CALTRANS HISTORIC BRIDGE INVENTORY SHEET



Structure Maintenance & Investigations



Historical Significance - Local Agency Bridges

July 2012

District 05

Santa Cruz County

Bridge Number	Bridge Name	Location	Historical Significance	Year Built	Year Wid/Ext
36C0096	HARKINS SLOUGH	0.5 MI. E. OF BUENA VISTA	5. Bridge not eligible for NRHP	1974	
36C0098	BRANCIFORTE CREEK	NEAR DAKOTA AVE	5. Bridge not eligible for NRHP	1963	
36C0099	SAN LORENZO RIVER	50' S SAN LORENZO BLVD	5. Bridge not eligible for NRHP	1990	
36C0100	SAN LORENZO RIVER	0.1 MI N/O BUENA VISTA DR	5. Bridge not eligible for NRHP	1926	
36C0101	SAN LORENZO RIVER	0.1 MI E STATE RTE 9	5. Bridge not eligible for NRHP	1938	1989
36C0102	SAN LORENZO RIVER	0.8 MI E OF S.R. 1	5. Bridge not eligible for NRHP	1968	
36C0103	CABRILLO COLLEGE POC	05-SCR-123-0	5. Bridge not eligible for NRHP	1962	
36C0104	PAJARO RIVER	0.8 MI S OF S.R. 129	5. Bridge not eligible for NRHP	1994	
36C0105	SAN LORENZO RIVER	0.1 MI W OCEAN ST	5. Bridge not eligible for NRHP	1999	
36C0106	EAST CLIFF DRIVE OH	AT MURRY ST	5. Bridge not eligible for NRHP	1990	
36C0107	BRANCIFORTE CREEK	0.1 MI N BRANCIFORTE DR	5. Bridge not eligible for NRHP	1939	
36C0108	WOODS LAGOON (GLENN E. COOLIDGE MEMORIAL BRIDGE)	W/O INT/O LUKE AVE	5. Bridge not eligible for NRHP	1963	
36C0109	SOQUEL WHARF ROAD UP	05-SCR-188-0-CPTL	5. Bridge not eligible for NRHP	1970	
36C0110	SOQUEL CREEK	0.05 MI E OF WHARF RD	2. Bridge is eligible for NRHP	1934	
36C0111	CAPITOLA AVENUE UP	05-SCR-192-0-CPTL	5. Bridge not eligible for NRHP	1970	
36C0112	CORRALITOS CREEK	0.2 MI N FREEDOM BLVD	5. Bridge not eligible for NRHP	1969	
36C0113	APTOS CREEK	TREASURE ISLAND DR	5. Bridge not eligible for NRHP	1937	
36C0114	APTOS OH	AT SUMMER AVE	5. Bridge not eligible for NRHP	1953	1985
36C0116	VALENCIA CREEK	@ BEAR VALLEY ROAD	5. Bridge not eligible for NRHP	1935	
36C0117	CASSERLY CREEK TRIBUTARY NO 1	4.1 MI N FREEDOM BLVD	5. Bridge not eligible for NRHP	1915	
36C0118	CASSERLY CREEK TRIBUTARY NO 2	@ TRAVELERS LANE	5. Bridge not eligible for NRHP	1920	
36C0119	LITTLE CREEK (CO RD 32001)	2.8 MI NW OF SR 1	5. Bridge not eligible for NRHP	1940	
36C0121	BROWNS CREEK TRIBUTARY	0.8 MI N/O BROWNS VA RD	5. Bridge not eligible for NRHP	1940	
36C0122	BRANCH OF CORRALITOS CREEK	0.1 MI WEST FREEDOM BLVD	5. Bridge not eligible for NRHP	1958	
36C0125	LOS CORRALITOS CREEK	EAST OF CORRALITOS	5. Bridge not eligible for NRHP	2002	
36C0126	LOS CORRALITOS CREEK	0.3 MI W OF AMESTI RD	5. Bridge not eligible for NRHP	1936	
36C0127	WEST CLIFF DRIVE OH	WEST CLIFF AND BEACH ST	5. Bridge not eligible for NRHP	1999	
36C0128	NEWELL CREEK	0.1 MI E NEWELL CREEK RD	5. Bridge not eligible for NRHP	1958	
36C0129	MAJORS CREEK	0.2 MI W OF HWY 1	5. Bridge not eligible for NRHP	1970	
36C0130	LOMPICO CREEK	EAST OF LOMPICO RD	5. Bridge not eligible for NRHP	1940	
36C0132	LOMPICO CREEK	2.1 MI ABOVE ZAYANTE RD	5. Bridge not eligible for NRHP	1954	1998
36C0133	LOVE CREEK	0.1 MI E OF HWY 9	5. Bridge not eligible for NRHP	1944	
36C0134	BEAR CREEK	0.2 MI W BEAR CREEK RD	5. Bridge not eligible for NRHP	1962	
36C0135	BEAR CREEK	0.2 MI W BEAR CREEK RD	5. Bridge not eligible for NRHP	1961	
36C0136	SAN LORENZO RIVER	.1 MI W/O SR 9	5. Bridge not eligible for NRHP	1948	
36C0137	SHINGLE MILL GULCH	2.0 MI N RIDER RD	5. Bridge not eligible for NRHP	1950	
36C0138	LOMPICO CREEK	0.9 MI W ZAYANTE RD	5. Bridge not eligible for NRHP	1949	
36C0139	HARKINS SLOUGH	30' S LARKIN VALLEY RD	5. Bridge not eligible for NRHP	1950	
36C0140	LONE STAR EQUIPMNT ROAD UC	2.1 MI N HIGHWAY 1	5. Bridge not eligible for NRHP	1968	
36C0141	BEAN CREEK	INTX GRAM HIL RD & E ZY R	5. Bridge not eligible for NRHP	1936	
36C0142	ZAYANTE CREEK	3.2 MI N GRAHAM HILL RD	5. Bridge not eligible for NRHP	1948	
36C0143	ZAYANTE CREEK	3.7 MI N GRAHAM HILL RD	5. Bridge not eligible for NRHP	1955	
36C0144	BOULDER CREEK	BOULDER CRK COUNTRY CLUB	5. Bridge not eligible for NRHP	1959	

ATTACHMENT A: ARCHAEOLOGICAL SURVEY REPORT

ARCHAEOLOGICAL SURVEY REPORT

RANCHO RIO AVENUE BRIDGE REPLACEMENT PROJECT

BEN LOMOND, SANTA CRUZ COUNTY, CALIFORNIA

California Department of Transportation
District 5 - San Luis Obispo
Federal ID# BRLO-5936(096)



Prepared by

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Principal Investigator

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2.1 acres on the USGS topographic quadrangle: Felton, Calif. 1969 (pr 1995)

February 2013

ESA Project: D211621.3

SUMMARY OF FINDINGS

This report documents the archaeological survey conducted for the Rancho Rio Avenue Bridge Replacement Project in Ben Lomond, Santa Cruz County, California and details the methods and findings of the study, which consisted of archival research and a field survey. Background investigations indicate that no prehistoric or historic-period archaeological resources have been previously recorded within the Area of Potential Effects (APE). No prehistoric or historic-period archaeological resources were identified in the APE during the on-foot surface survey. The Rancho Rio Avenue Bridge over Newell Creek (Bridge Number 36C0128) is listed in the Caltrans bridge inventory as Category 5 and is considered not eligible for listing in the National Register of Historic Places.

It is Caltrans' policy to avoid cultural resources whenever possible. If previously unidentified cultural materials are unearthed during construction, it is Caltrans' policy that work be halted in that area until a qualified archaeologist can assess the significance of the find. Additional archaeological survey will be needed if the project limits are extended beyond the present survey limits.

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Introduction

The County of Santa Cruz Department of Public Works (County) has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. The project proposes to replace the existing bridge (Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3 (**Figure 1**).

The proposed project will be completed with funds from a Federal Highway Administration (FHWA) grant and requires consideration under Section 106 of the National Historic Preservation Act of 1966, as amended. The California Department of Transportation (Caltrans) is acting as the federal lead agency under the delegated authority of the FHWA. The project will be completed in compliance with the January 2004 *Programmatic Agreement Among the FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and Caltrans Regarding Compliance with Section 106 of the NHPA, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (the Caltrans PA). In accordance with Section 106 and the Caltrans PA, the purpose of the HPSR and supporting ASR will be to identify and record any historic properties (including architectural resources and prehistoric or historic-period archaeological resources) within the project Area of Potential Effects (APE).

ESA archaeologist, Heidi Koenig, completed this study. Heidi, who has an M.A. in Cultural Resources Management, is a Registered Professional Archaeologist (RPA), and has 12 years of archaeological experience throughout California, completed the survey and report. Monica Strauss, M.A., RPA, provided technical review and quality assurance.

Project Location and Description

The proposed project will replace the existing bridge with a new cast-in-place pre-stressed concrete slab bridge. The one-lane existing bridge, constructed in 1958, is considered to be structurally deficient with a sufficiency rating of 24.3 according to the latest bridge inspection report. The new bridge will have essentially the same horizontal and vertical alignments as the existing bridge. The new bridge will be 28 feet wide curb to curb (as opposed to 10.5 feet for the existing bridge). The foundation of the new bridge will likely consist of cast in drilled hole (CIDH) concrete piles or spread footings. CIDH piles would require augered holes to a depth of approximately 60 feet. Excavation for the abutments will be approximately 10 feet below the existing roadway surface. It is anticipated that the contractor will need to install a temporary culvert in the stream with clean gravel surrounding the pipe to be able to demolish the existing bridge and to keep construction related debris from entering the stream.

The County currently owns 50 feet of right-of-way in the vicinity of the bridge. Additional right-of-way (5 feet) may need to be acquired from four adjacent parcels as well as a temporary easement for a staging area. A potential staging area exists in the parcel northeast of the bridge. Overhead utilities will need to be relocated as part of the project as well as exiting water and gas lines attached to the bridge.

Area of Potential Effects

The APE was established in consultation with Kelda Wilson (Caltrans District Archaeologist) and Donn Miyahara (Caltrans Local Assistance Engineer) on October 2 and 3, 2012 (**Figure 2**).

The archaeological APE is the area, surface and subsurface, that could experience ground disturbance as a result of proposed project activities including bridge demolition and replacement, acquisition of right-of-way, staging areas, and work areas. A horizontal APE has been established with a 20-foot buffer from the outer extent of ground-disturbing activity to accommodate work and staging areas. The vertical APE corresponds to the individual project components described above with a maximum of 60 feet deep for the CIDH piles. No excavation or grading will occur in the staging area. Ground disturbance for utilities relocation will be approximately 4 feet below ground surface and will be located within the archaeological APE as shown on Figure 2.

The architectural APE includes areas that will be both directly and indirectly affected by the proposed project. This includes the bridge itself, as well as any adjacent buildings or structures that could be affected from either the introduction of a new element to the setting of the area or from vibratory effects during construction activities. The bridge, originally constructed in 1958, is listed in the Caltrans bridge inventory as Category 5 and is considered not eligible for listing in the National Register of Historic Places (National Register). Parcels immediately adjacent to the bridge are included in the architectural APE as shown on Figure 2.

Sources Consulted

Summary of Methods

ESA staff conducted a records search for the project at the Northwest Information Center (NWIC) of the California Historical Resources Information System at Sonoma State University on September 26, 2012 (File No. 12-0313). The purpose of the records search was to (1) determine whether known cultural resources have been recorded within or within a ½-mile radius of the APE; (2) assess the likelihood for unrecorded cultural resources to be present based on historical references and the distribution of nearby sites; and (3) develop a context for the identification and preliminary evaluation of cultural resources. The records search consisted of an examination of the following documents:

- **NWIC base maps** (USGS Felton 7.5-minute topographic map), to identify recorded archaeological sites and studies within a ½-mile radius of the APE.
- **NWIC base maps** (USGS Felton 7.5-minute topographic map), to identify recorded historic-period resources of the built environment (building, structures, and objects) within a ¼-mile radius of the APE.
- **Resource Inventories:** *California Inventory of Historical Resources, California Historical Landmarks, Historic Properties Directory Listing for Santa Cruz County* (through August 2011), Caltrans Historic Bridge Inventory (1986, updated 2010).
- **Historic Maps:** General Land Office Plat for Township 10 South, Range 2 West (1868, 1880); Ben Lomond 15-minute (1946) and Felton 7.5-minute (1961) USGS topographic quadrangles.

Summary of Records Search Results

Records at the NWIC indicate that no cultural resources investigations have been completed within the APE. Two archaeological surveys have been conducted within a ½-mile radius (Lonnberg, 1973; Paul, 1994). No prehistoric or historic-period archaeological resources have been recorded within the APE or within a ½-mile radius of the APE. The nearest archaeological resource is CA-SCR-159/H, a large multicomponent site with a prehistoric salmon fishing campsite; an 1860s homestead site; an 1880s lumber mill site; and an 1890s hotel grounds and family cemetery. The site is located approximately 4,000 feet (.75 miles) to the northwest of the APE.

The Rancho Rio Avenue Bridge over Newell Creek (Bridge Number 36C0128) was originally constructed in 1958. The bridge is listed in the Caltrans bridge inventory as Category 5 and is considered not eligible for listing in the National Register of Historic Places (National Register). No additional architectural or structural resources are located within the ¼-mile records search radius.

Summary of Native American and Other Contact

ESA submitted a sacred lands search request to the Native American Heritage Commission (NAHC) on September 26, 2012. A response was received on October 3, 2012. A records search of their sacred land file did not indicate the presence of Native American cultural resources in the APE. A list of Native American individuals/organization that might have additional information or concerns was provided. Each person on the list was contacted by letter on October 3, 2012. Correspondence received after submittal of this report will be forwarded to the County.

ESA sent a letter to the San Lorenzo Valley Historical Society on September 26, 2012 requesting any information concerning historic-period resources within the APE. No response has been received as of this writing. Appendix A provides copies of the correspondence.

Background

Environment

The project is in the Santa Cruz Mountains, a subsection of the Coast Ranges in central Santa Cruz County, with Ben Lomond Mountain to the west, Castle Rock Ridge to the northeast, and Scotts Valley to the southeast. These mountains have been formed in part by a compressive uplift of the San Andreas Fault, which bends sharply in this area. Underlying bedrock in the project vicinity is Santa Margarita Sandstone, dating to the Miocene Epoch (approximately 23 million to 5.3 million years ago), overlain by more recent Holocene (approximately 11,500 years ago to present) alluvium along drainage channels (Brabb et al., 1997). The APE is located in an area mapped as Pliocene sedimentary rock. This type of geological formation does not have the potential to contain archaeological resources buried by natural alluvial processes (Meyer and Rosenthal, 2007).

The climate in this region is mild, with dry summers and wet winters. Temperatures rarely drop below freezing. Nearly 90 percent of the annual precipitation falls between November and April. Coastal fog is common in the summer and fall months.

The Rancho Rio Avenue Bridge spans Newell Creek, a tributary of the San Lorenzo River. North of the APE, Newell Creek has been dammed to form Loch Lomond reservoir, a source of local drinking water and popular recreation area owned and managed by the City of Santa Cruz. Although it was once an

important river for steelhead and coho salmon, various impoundments, channelizations, and other flood control and diversion measures have reduced the populations of these species in the San Lorenzo River and its tributaries (City of Santa Cruz, 2003).

The San Lorenzo River drains a watershed that historically supported extensive redwood forests on wetter, north-facing hillsides, and dense chaparral and hardwood scrub on drier south-facing hillsides. Although much of the old growth redwood has been logged, second-growth forests of redwoods and other mixed hardwoods still form the primary vegetation community throughout most of the project vicinity. Most local development occurs in the lower hills along the San Lorenzo River and its various tributaries, while large swaths of forests on higher slopes are managed for timber harvest (City of Santa Cruz, 2003).

Prehistory

This section has been adapted from Jones and Holson (2009). Breschini and Haversat have proposed two archaeological patterns for the Monterey Bay area - the Sur Pattern and the Monterey Pattern (Breschini and Haversat, 1980). They hypothesized that the Sur Pattern corresponds with Hokan speakers, ancestors of the Esselen, and the Monterey Pattern with Penutian speakers (ancestral Costanoan). This model does not include a cultural chronology, or an assemblage definition for the two patterns (Jones, 1993).

According to Breschini and Haversat (1992), the Sur Pattern represents an early "forager" subsistence strategy, contemporaneous with the Borax Lake Pattern of the North Coast Ranges, the Berkeley Pattern of the San Francisco Bay area, and the Windmiller Pattern of the Lower Sacramento Valley. The Sur Pattern, which appears by 3,000 years before present (B.P.), represents a generalized economy. Representative sites reflect a variety of activities and inland and coastal sites contain similar artifact assemblages.

The later Monterey Pattern represents a "collector" subsistence strategy, which is characterized by specialized economic modes and is hypothesized to have been widely established in the Monterey area after 2,450 B.P. Coastal sites are typically shell middens, while village sites tend to be inland, and contain more diverse assemblages (Breschini and Haversat, 1992).

Dietz and Jackson's (1981) investigations at 19 sites along the northern shore of the Monterey Peninsula confirmed the existence of two archaeological "populations" in the area of ethnographic Ohlone. Members of the first population were foragers, who used a number of sites as residential bases at least 4,000 years B.P. This population moved seasonally among a variety of resources, gathering food within a limited foraging area and returning daily to a residential base. Dietz and Jackson (1981) suggested that if foraging residences were confined to the coast, they should have a high archaeological visibility, a variety of features, and a diverse archaeological assemblage.

The second population described by Dietz and Jackson (1981) were early "collectors" who entered the region about 2,000 B.P., displacing the foragers. The subsistence strategy of the collectors included the use of temporal and seasonal residential bases, camps, locations, stations, and food caches and storage during part of the year. Dietz and Jackson (1981) predicted that residential bases, with a variety of features, activity areas, and artifacts, were established in inland areas. Temporary sites along the outer coast exhibit specialized features and assemblages.

Dietz et al. (1988) also proposed a series of five culture periods for the Monterey Bay area during the last 10,000 years and described some of the artifact forms that appear to correlate with these periods.

Typological analysis and radiocarbon dating of *Olivella* beads show the bead sequence in central California is broadly similar to those of central California and the Santa Barbara coast.

Ethnography

Based on a compilation of ethnographic, historic, and archaeological data, Milliken (1995) describes a group known as the Ohlone, who once occupied the general vicinity of the project area. While traditionally the anthropological literature portrayed the Ohlone peoples as having a static culture, today it is better understood that many variations of culture and ideology existed within and between villages. While these "static" descriptions of separations between native cultures of California make it an easier task for ethnographers to describe past behaviors, this masks Native adaptability and self-identity. California's Native Americans never saw themselves as members of larger "cultural groups," as described by anthropologists. Instead, they saw themselves as members of specific villages, perhaps related to others by marriage or kinship ties, but viewing the village as the primary identifier of their origins.

Levy (1978) describes the language group spoken by the Ohlone, known as "Costanoan." This term is originally derived from a Spanish word designating the coastal peoples of Central California. Today Costanoan is used as a linguistic term that references to a larger language family spoken by distinct sociopolitical groups that spoke at least eight languages (as different as Spanish is from French) of the same Penutian language group. The Ohlone once occupied a large territory from San Francisco Bay in the north to the Big Sur and Salinas Rivers in the south. Rodeo is in the area that was occupied by speakers of the Huchiun-Aguasto language. Villages of Huchiun-Aguasto speakers lined the southeastern corner of San Pablo Bay and the south shore of the Carquinez Strait (Milliken, 1995).

Economically, Ohlone engaged in hunting and gathering. Their territory encompassed both coastal and open valley environments that contained a wide variety of resources, including grass seeds, acorns, bulbs and tubers, bear, deer, elk, antelope, a variety of bird species, and rabbit and other small mammals. The Huchiun-Aguasto and their neighbors along the Carquinez Strait caught salmon that were returning to the Sacramento and San Joaquin Rivers to spawn. The Ohlone acknowledged private ownership of goods and songs, and village ownership of rights to land and/or natural resources; they appear to have aggressively protected their village territories, requiring monetary payment for access rights in the form of clamshell beads, and even shooting trespassers if caught. After European contact, Ohlone society was severely disrupted by missionization, disease, and displacement. Today, the Ohlone still have a strong presence in the San Francisco Bay Area and Santa Cruz County, and are highly interested in their historic and prehistoric past.

History

Spanish incursions into the general area began in the early seventeenth century when the Sebastian Vizcaino expedition arrived at Monterey in 1602. It was not until over a century later that the Spanish government began to take an active interest in colonizing what was then known as Alta California. Captain Gaspar de Portola led a land expedition to Monterey by way of the coast in 1769 (Hoover et al., 1990). The first Spanish exploration of the Salinas Valley followed in 1774, when Don Juan Bautista de Anza's expedition established a route through the Valley to Monterey. This route was known as El Camino Real, the Royal Road.

Between 1769 and 1823, Spanish Franciscan priests established 21 missions along the California coast from San Diego to Sonoma. Mission Santa Cruz, founded in 1791, baptized many Ohlone and later

Yokuts neophytes. Originally built on the San Lorenzo River floodplain near the north shore of Monterey Bay, the mission was moved to higher ground following flooding the first year. The mission was the target of at least two documented episodes of violent Native American resistance, with an uprising and partial burning of the mission in 1793 in response to forced relocation of Ohlone populations, and the killing in 1812 of Father Andrés Quintana, reportedly over the use of a metal-tipped whip to punish mission laborers (Milliken, 1995). In 1818, the mission was temporarily evacuated and left in the care of local Spanish settlers in advance of a suspected attack by Argentinean pirates; however, the pirates never landed near Santa Cruz. Instead, the settlers entrusted with protecting the mission looted the church and other mission buildings of valuables (Hoover et al., 2002).

Spanish control of California ended with Mexican independence in 1821. In 1834 the Mexican government secularized the Spanish missions, selling the land and buildings. In Santa Cruz County, 21 land grants were made to Mexican settlers. Most grantees used their land to establish ranches with enormous free-ranging herds of horses and Spanish cattle, as it was cattle that powered the *Californio* economy. Cattle hides and tallow were the medium of exchange in business transactions among the *Californios* and with many trading ships that came from the American east coast. The APE is located approximately ½ mile north of the boundary of the Zayanta (or Zayante) grant, a parcel of approximately 2,658 acres granted to Joaquin Buelna in 1838. Buelna never occupied the land, so in 1841 it was re-granted to native Tennessean Joseph Ladd Majors. Majors, a former trapper, had arrived in California in 1834, and became a naturalized Mexican citizen in 1838. Prior to obtaining the grant of Rancho Zayanta, Majors had received the nearby Rancho San Augustin, including Scotts Valley. The title to Rancho Zayanta was held by Majors for his friend and fellow immigrant Isaac Graham, who as a non-citizen was not eligible to hold property (Hoover et al., 2002).

The 1848 Treaty of Guadalupe Hidalgo brought Alta California under control of the United States. News of the Gold Rush that same year sparked a huge migration into California. Due to the rapid influx of settlers into the area, legal determinations of ownership of lands awarded by Spanish or Mexican authorities were often disputed. The new American government passed the Land Act of 1851, which placed the burden of proof-of-ownership to the grantees so that the few Native Americans who had received grants lost their title, as did many of the Hispanic owners. By congressional action, a board of Land Commissioners heard grant claims; their decision was then appealed in Federal Courts. A claim for Rancho Zayanta was filed with the Public Land Commission in 1852, and the grant was patented to Isaac Graham and William Ware in 1870.

Ben Lomond Mountain (“Beacon Peak” in Gaelic) was named by Scottish immigrant John Burns, who settled in the area in 1851. Burns became one of the first local vintners in the Santa Cruz Mountains, and is also credited with naming the nearby community of Bonny Doon. The San Lorenzo watershed was an early center of logging in Santa Cruz County, with the sawmill of Pacific Mills originally lending its name to the community that arose at the confluence of the San Lorenzo River with Marshall, Love, and Newell Creeks. In 1887, when local residents applied for a U.S. Post Office, the name of the nearby mountain was chosen over the sawmill’s moniker (Clark, 2008). Additional industry in the area included the California Power Works, a manufacturer of gunpowder and munitions located downstream along the San Lorenzo River from 1864–1914. Residential development in the immediate project vicinity post-dates 1955, as the community of Ben Lomond grew during the twentieth century from a settlement of sawmill and powder company employees to a collection of vacation homes and commuters to the City of Santa Cruz.

Field Methods

ESA archaeologist, Heidi Koenig, M.A., completed a pedestrian survey of the APE on October 18, 2012. Ms. Koenig walked parallel transects spaced no more than 5 meters apart across all accessible areas proposed for excavation, staging, or other potential ground-disturbing activities (indicated on **Figure 2**), closely examining all areas of bare soil including animal burrows, bare road shoulders, and the banks of Newell Creek. The APE was inspected for indications of cultural occupation, including prehistoric and historic-era artifacts, faunal remains, and soil characteristics consistent with midden deposits.

Ground surface visibility throughout the survey area ranged from 60 to 80 percent, with exposed soil below the bridge, road shoulders, and drainage cuts providing adequate visibility to characterize the local soil and assess the presence of cultural materials. Dense vegetation on the south side of Newell Creek necessitated scraping of the ground surface to obtain a clear view of the underlying soils. Creek banks provided vertical profiles of soil development and deposition.

Study Findings and Conclusions

No archaeological resources were identified during the survey. A review of geologic maps indicates that the APE does not have the potential to contain archaeological sites buried by natural alluvial processes. Based on observations made during the survey as well as the known distribution of sites in the Ben Lomond region, the potential for uncovering unknown sites appears to be low.

Unidentified Cultural Materials

If previously unidentified cultural materials are unearthed during construction, it is Caltrans' policy that work be halted in that area until a qualified archaeologist can assess the significance of the find. Additional archaeological survey will be needed if project limits are extended beyond the present survey limits. Prehistoric materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse.

The possibility of encountering human remains cannot be entirely discounted. Section 7050.5 of the California Health and Safety Code states that it is a misdemeanor to knowingly disturb a human grave and that if human graves are encountered, work should halt in the vicinity and the County Coroner should be notified. At the same time, an archaeologist should be contacted to evaluate the situation. If human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification.



View of bridge, looking south

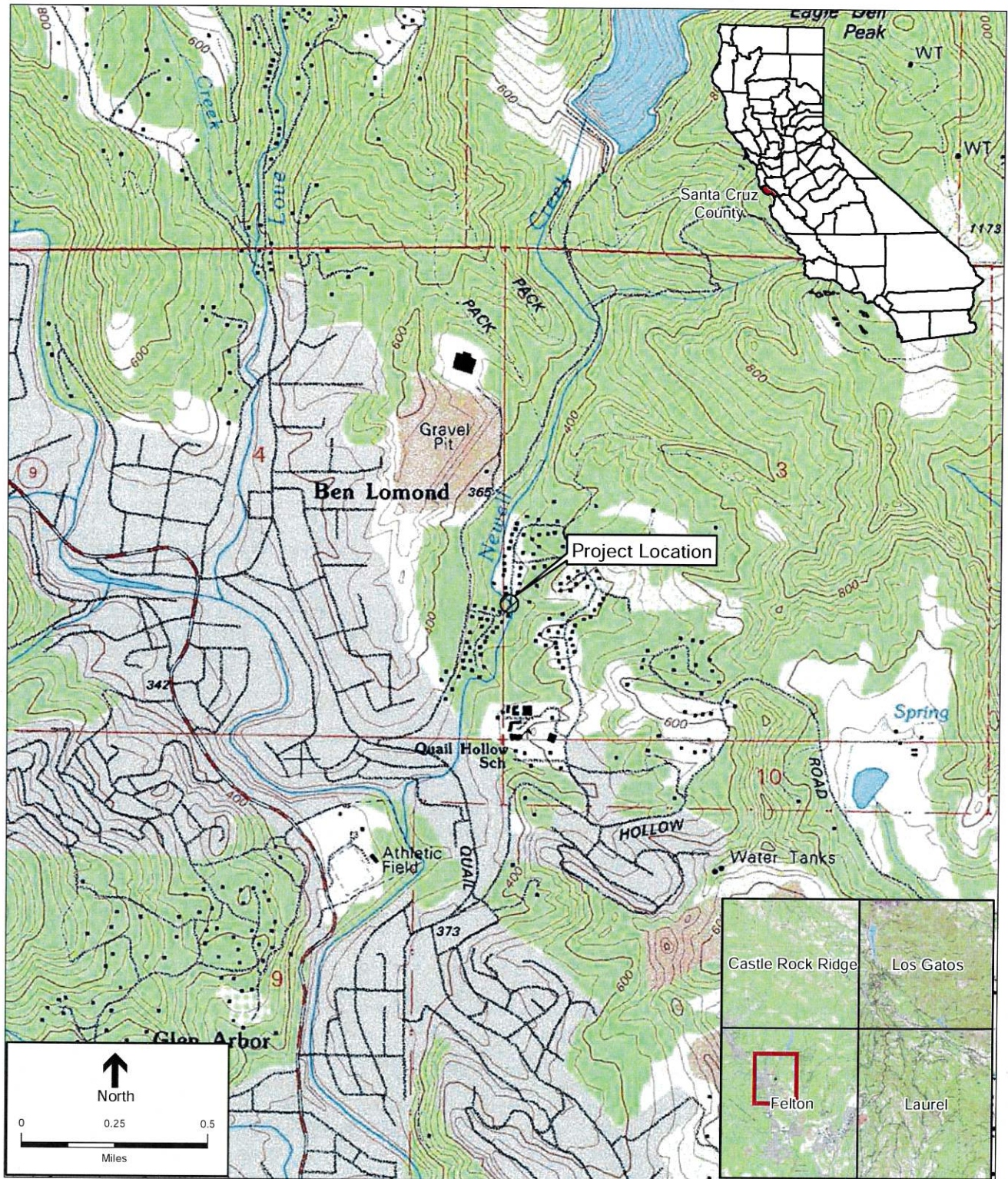


View of slope below bridge

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FIGURES



Rancho Rio Avenue Bridge Replacement Project. D211621.3

Figure 1
Project Location



Rancho Rio Avenue Bridge Replacement Project. D211621.3

Figure 2

Area of Potential Effects

APPENIDIX A: CORRESPONDENCE



1425 N. McDowell Boulevard
Suite 200
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707.795.0900 phone
707.795.0902 fax

www.esassoc.com

FAX TRANSMITTAL FORM

To: Native American Heritage Commission

Account-Job No.: D211621.3

Date: September 26, 2012

Fax No.: (916) 657-5390

Phone No.: (916) 653-4082

Total Number of Pages: 2
(including cover page)

From: Heidi Koenig

Re: Rancho Rio Avenue Bridge Replacement Project

Fax No.: (707) 795-0902

Phone No.: (707) 795-0920

E-mail: hkoenig@esassoc.com

COMMENTS

Please review the sacred lands files for any Native American cultural resources that may be within or adjacent to the project area depicted on the accompanying Felton 7.5-minute topographic quadrangle Township 10 South, Range 2 West, Section 3. The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County (see attached figure). We also request a list of Native American individuals/organizations that may have knowledge of cultural resources in the project area. ESA intends to conduct a survey of the project area for cultural resources. Please call if you have any questions.

Thank you for your assistance.

Heidi Koenig
Cultural Resources Group

STATE OF CALIFORNIAEdmund G. Brown, Jr., Governor**NATIVE AMERICAN HERITAGE COMMISSION**

915 CAPITOL MALL, ROOM 384
SACRAMENTO, CA 95814
(916) 653-6251
Fax (916) 657-5390



October 3, 2012

Heidi Koenig
ESA
1425 N. McDowell Blvd.
Petaluma, CA 94954

Sent by Fax: 707-795-0902
Number of Pages: 2

Re: Rancho Rio Avenue Bridge Replacement Project, Santa Cruz County

Dear Ms. Koenig:

A record search of the sacred land file has failed to indicate the presence of Native American cultural resources in the immediate project area. The absence of specific site information in the sacred lands file does not indicate the absence of cultural resources in any project area. Other sources of cultural resources should also be contacted for information regarding known and recorded sites.

Enclosed is a list of Native Americans individuals/organizations who may have knowledge of cultural resources in the project area. The Commission makes no recommendation or preference of a single individual, or group over another. This list should provide a starting place in locating areas of potential adverse impact within the proposed project area. I suggest you contact all of those indicated, if they cannot supply information, they might recommend others with specific knowledge. By contacting all those listed, your organization will be better able to respond to claims of failure to consult with the appropriate tribe or group. If a response has not been received within two weeks of notification, the Commission requests that you follow-up with a telephone call to ensure that the project information has been received.

If you receive notification of change of addresses and phone numbers from any of these individuals or groups, please notify me. With your assistance we are able to assure that our lists contain current information. If you have any questions or need additional information, please contact me at (916) 653-4038.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie Pilas-Treadway".

Debbie Pilas-Treadway
Environmental Specialist III

**Native American Contacts
Santa Cruz County
October 2, 2012**

Jakki Kehl
720 North 2nd Street
Patterson, CA 95363
jakkikehl@gmail.com
(209) 892-1060

Ohlone/Costanoan

Costanoan Ohlone Rumsen-Mutsen Tribe
Patrick Orozco
644 Peartree Drive
Watsonville, CA 95076
yanapvoic@earthlink.net
(831) 728-8471

Ohlone/Costanoan

Amah Mutsun Tribal Band
Valentin Lopez, Chairperson
PO Box 5272
Galt, CA 95632
vlopez@amahmutsun.org
916-743-5833

Ohlone/Costanoan

Indian Canyon Mutsun Band of Costanoan
Ann Marie Sayers, Chairperson
P.O. Box 28
Hollister, CA 95024
ams@indiancanyon.org
831-637-4238

Ohlone/Costanoan

Amah Mutsun Tribal Band
Edward Ketchum
35867 Yosemite Ave
Davis, CA 95616
aerieways@aol.com

Ohlone/Costanoan
Northern Valley Yokuts

Muwekma Ohlone Indian Tribe of the SF Bay Area
Rosemary Cambra, Chairperson
PO Box 360791
Milpitas, CA 95036
muwekma@muwekma.org
408-205-9714
510-581-5194

Ohlone / Costanoan

Amah/Mutsun Tribal Band
Irene Zwierlein, Chairperson
789 Canada Road
Woodside, CA 94062
amah_mutsun@yahoo.com
(650) 851-7747 - Home
650-400-4806 cell preferred
(650) 851-7489 - Fax

Ohlone/Costanoan

Trina Marine Ruano Family
Ramona Garibay, Representative
30940 Watkins Street
Union City, CA 94587
soaprootmo@msn.com
510-972-0645-home

Ohlone/Costanoan
Bay Miwok
Plains Miwok
Patwin

Amah/Mutsun Tribal Band
Jean-Marie Feyling
19350 Hunter Court
Redding, CA 96003
jmfmgmc@sbcglobal.net
530-243-1633

Ohlone/Costanoan

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed Rancho Rio Avenue Bridge Replacement project, Santa Cruz County



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October 1, 2012

Amah/Mutsun Tribal Band
789 Canada Road
Woodside, California 94062
Attn: Irene Zwierlein, Chairperson

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Ms. Zwierlein:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

The proposed project will be completed with funds from a Federal Highway Administration grant and requires consideration under Section 106 of the National Historic Preservation Act of 1966, as amended.

In response to our letter, the Native American Heritage Commission states that the Sacred Lands file failed to indicate the presence of Native American resources in the immediate project area. The Commission recommends that other sources of cultural resources should be contacted for information. As part of this study, we would like to know if there is any information you think we should consider.

Thank you for your cooperation on this matter. If you have any questions, please contact me at hkoenig@esassoc.com or 707/795-0920.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Koenig". The signature is written in dark ink and is positioned above the typed name and title.

Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



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Petaluma, CA 94954
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October 1, 2012

Amah/Mutsun Tribal Band
19350 Hunter Court
Redding, California 96003
Attn: Jean-Marie Feyling

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Ms. Feyling:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Sincerely,

A handwritten signature in cursive script that reads "Heidi Koenig". The signature is fluid and stylized, with the first and last names being clearly legible.

Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



1425 N. McDowell Boulevard
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October 1, 2012

Amah/Mutsun Tribal Band
P.O. Box 5272
Galt, California 95632
Attn: Valentin Lopez, Chairperson

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Mr. Lopez:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Sincerely,

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Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



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October 1, 2012

Amah/Mutsun Tribal Band
35867 Yosemite Avenue
Davis, California 95616
Attn: Edward Ketchum

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Mr. Ketchum:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



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October 1, 2012

Indian Canyon Mutsun Band of Costanoan
P.O. Box 28
Hollister, California 95024
Attn: Ann Marie Sayers, Chairperson

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Ms. Sayers:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Sincerely,

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Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



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October 1, 2012

Costanoan Ohlone Rumsen Mutsen Tribe
644 Peartree Drive
Watsonville, California 95076
Attn: Patrick Orozco

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Mr. Orozco:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



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October 1, 2012

Trina Marine Ruano Family
30940 Watkins Street
Union City, California 94587
Attn: Ramona Garibay

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Ms. Garibay:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Sincerely,

A handwritten signature in black ink that reads "Heidi Koenig". The signature is written in a cursive, flowing style with a large, stylized 'H' and 'K'.

Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



1425 N. McDowell Boulevard
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707.795.0900 phone
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October 1, 2012

Muwekma Ohlone Indian Tribe of the San Francisco Bay Area
2574 Seaboard Avenue
San Jose, California 95131
Attn: Rosemary Cambra

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Ms. Cambra:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:

Tim Bailey P.E., County of Santa Cruz Department of Public Works



1425 N. McDowell Boulevard
Suite 200
Petaluma, CA 94954
707.795.0900 phone
707.795.0902 fax

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October 1, 2012

Jakki Kehl
720 North 2nd Street
Patterson, California 95363

Re: Cultural Resource Study for the Rancho Rio Avenue Bridge Replacement Project (ESA Job #211621.3)

Dear Ms. Kehl:

The County of Santa Cruz Department of Public Works has retained Environmental Science Associates to complete a Historic Property Survey Report (HPSR) and a supporting Archaeological Survey Report (ASR) for the Rancho Rio Avenue Bridge Replacement Project. We are seeking information and comments about cultural resources in the project area (see attached map). The project proposes to replace the existing bridge (Caltrans Bridge Number 36C0128) with a new structure. The Rancho Rio Avenue Bridge spans Newell Creek and is located in Ben Lomond, Santa Cruz County as shown on the Felton, California 7.5-minute topographic quadrangle in Township 10 South, Range 2 West, Section 3.

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Sincerely,

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Heidi Koenig, RPA
ESA Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works



1425 N. McDowell Boulevard
Suite 200
Petaluma, CA 94954
707.795.0900 phone
707.795.0902 fax

www.esassoc.com

September 26, 2012

The San Lorenzo Valley Museum
P.O. Box 576
Boulder Creek, California 95006

Dear San Lorenzo Valley Museum,

Environmental Science Associates is conducting a cultural resources for the County of Santa Cruz Department of Public Works Rancho Rio Avenue Bridge Replacement Project (the bridge spans Newell Creek – see attached map). The proposed project will replace the existing bridge with a new cast-in-place pre-stressed concrete slab bridge. The original bridge was constructed in 1958. It is listed in the Caltrans bridge inventory as Category 5 and is considered not eligible for listing in the National Register of Historic Places

We would appreciate being informed of any information or concerns that your organization may have in regards to the project area. If you have concerns, or questions, please do not hesitate to give me a call at (707)795-0920. ESA is also interested in acquiring any recent publications you could recommend regarding the history of your area. If you prefer, please write us at the address above. We look forward to hearing from you. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Heidi Koenig". The signature is written in a cursive, flowing style with a large, sweeping loop at the end of the last name.

Heidi Koenig M.A., RPA
Cultural Resources Group

Cc:
Tim Bailey P.E., County of Santa Cruz Department of Public Works

Exhibit E: Notice to Proposers DBE Information (LAPM 10-I)

Exhibit 10-I: Notice to Proposers DBE Information
(federally funded projects only)

The Local Public Agency (LPA) has established a DBE goal for this Contract of 13.00 %

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2: Consultant Contract DBE Information must be included in best qualified consultant's executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
 - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - F. The proposer must list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
 - G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment must be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services

6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For guidance on how to search for certified firms using the CUCP database, please visit: [DBE Goal Setting | Caltrans](#)

Exhibit F: Preliminary Environmental Study (LAPM 6- A)

Exhibit 6-A Preliminary Environmental Study (PES) Form

Federal Project No.: BRL0-5936(096)

(Federal Program Prefix-Project No., Agreement No.)

Final Design: October 2013

(Expected Start Date)

To: Donn Miyahara

(District Local Assistance Engineer)

Caltrans District 5

(District)

50 Higuera Street

(Address)

donn_miyahara@dot.ca.gov

(E-mail Address)

From: Santa Cruz County Department of Public Works

(Local Agency)

Tim Bailey (831)454-2391

(Project Manager's Name and Telephone No.)

701 Ocean Street, Rm. 410, Santa Cruz, CA 95060

(Address)

dpw 206@co.santa-cruz.ca.us

(E-mail Address)

Is this Project "ON" the
State Highway System?☐ Yes
☒ NoIF YES, STOP HERE and contact the District Local Assistance Engineer
regarding the completion of other environmental documentation.Federal State Transportation Improvement Program
(FSTIP) <http://www.dot.ca.gov/hq/transprog/fedpgrm.htm>10/11

(Currently Adopted Plan Date)

CTIPS ID: 201-0000-0211(Page No. attach to this form)Programming
for FSTIP:

Preliminary Engineering

11/12

(Fiscal Year)

\$ 210,000

(Dollars)

Right of Way

13/14

(Fiscal Year)

\$ 250,000

(Dollars)

Construction

14/15

(Fiscal Year)

\$ 1,216,000

(Dollars)

Project Description as Shown in RTP and FSTIP: Grouped Projects for Bridge Rehabilitation and Replacement

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

The County of Santa Cruz is proposing to replace the existing bridge on Rancho Rio Avenue at Newell Creek with a new cast in place prestressed concrete slab bridge. The new bridge will have essentially the same horizontal and vertical alignments as the existing bridge. The new bridge will be 28 feet wide curb to curb as opposed (Continued on "Notes"

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

Preliminary Design Information:

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

Yes No

☒ ☐ Widen existing roadway
☐ ☒ Increase number of through lanes
☐ ☒ New alignment
☐ ☒ Capacity increasing—other
(e.g., channelization)☐ ☒ Realignment
☐ ☒ Ramp or street closure
☒ ☐ Bridge work☒ ☐ Vegetation removal
☒ ☐ Tree removal

Yes No

☒ ☐ Ground disturbance
☒ ☐ Road cut/fill
☒ ☐ Excavation: anticipated
maximum depth 10 ft.☒ ☐ Drainage/culverts
☐ ☒ Flooding protection
☒ ☐ Stream channel work☐ ☒ Pile driving☒ ☐ Demolition

Yes No

☒ ☐ Easements
☒ ☐ Equipment staging
☐ ☒ Temporary access road/detour
☒ ☐ Utility relocation
☒ ☐ Right of way acquisition
(if yes, attach map with APN)☐ ☒ Disposal/borrow sites☐ ☒ Part of larger adjacent project☐ ☒ Railroad**Required Attachments:**☒ Regional map ☒ Project location map ☒ Project footprint map (existing/proposed right of way)
☒ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)
☒ Notes to support the conclusions of this checklist/project description continuation page (attached)

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

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

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

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

Exhibit 6-A
Preliminary Environmental Study (PES) Form

Local Assistance Procedures Manual

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

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

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

Exhibit 6-A
Preliminary Environmental Study (PES) Form

Local Assistance Procedures Manual

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

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

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

Preliminary Environmental Study (PES) Form

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

E. Preliminary Environmental Document Classification (NEPA)

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

Check one:

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

☒ Categorical Exclusion with required technical studies

(if Categorical Exclusion is selected, check one of the following):

☒ Section 6004

☐ 23 CFR 771 activity (c)(____)

☒ 23 CFR 771 activity (d) (3 – Bridge Replacement)

☐ Activity ____ listed in the Section 6004 MOU

☐ Section 6005

F. Public Availability and Public Hearing

Check as applicable:

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

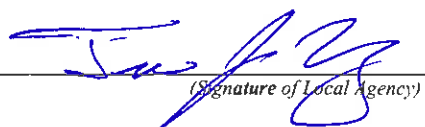
G. Signatures**Local Agency Staff and/or Consultant Signature**


(Signature of Preparer)
Tim J. Bailey
(Name)

7-16-12 (Date) (831) 454-2391 (Telephone No.)

Local Agency Project Engineer Signature

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


(Signature of Local Agency)

7-16-12 (Date) (831) 454-2391 (Telephone No.)

Caltrans District Professionally Qualified Staff (PQS) Signature

- ☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).
- ☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).
- ☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
☐ Records Search ☐ _____ ☐ _____ ☐ _____
- ☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).
- ☒ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).



(Signature of Professionally Qualified Staff)

7.15.12

(Date)

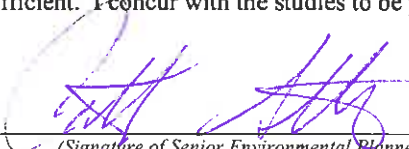
805/542-4692

(Telephone No.)

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

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

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


(Signature of Senior Environmental Planner or Designee)

(Name)

7/16/12
(Date)

805 549-3797
(Telephone No.)


(Signature of District Local Assistance Engineer or Designee)

(Name)

7/16/12
(Date)

805 547-3572
(Telephone No.)

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

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

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

1. The project is to replace an aging single lane structurally deficient and functionally obsolete bridge. It is a stand-alone project that does not require future construction to utilize its design capabilities.
2. Residents have voiced concerns regarding the potential for increased speeds with a two lane bridge. A notice of opportunity for a public hearing will be published.
3. The project is not a Type 1 project. The bridge will be on essentially the same alignment, both horizontally and vertically and will not increase the number of through traffic lanes of the roadway.
4. The project will not involve pile driving. Mitigation measures will be incorporated to reduce construction related noise impacts to a less than significant level.
5. Santa Cruz County is not listed in the Table Of Conformity Areas which applies to federal non-attainment and maintenance areas. Per the instructions, if answer is no to question 5, then skip to question 9.
6. Not applicable
7. Not applicable
8. Not applicable
9. There were no mapped sites in the vicinity of the bridge according to the geo tracker database. There is the potential for lead based paint on the steel girders.
10. Work involves replacing a bridge on Newell Creek. Construction and demolition will be within the high water marks. Best Management Practices will be implemented to prevent sediment from discharging into the creek.
11. The project is located in the Santa Margarita, Scotts Valley sole source aquifer.
12. The project is located approximately 2.5 miles from the area regulated by the California Coastal Commission.
13. The project is located within a 100 year floodway per the attached FIRM map. A location hydraulic study will be prepared to determine the 50 year and 100 year water surface elevations.
14. Newell Creek is not a designated Wild and Scenic River. There are no Wild and Scenic Rivers in Santa Cruz County.
15. There is the potential for federally listed threatened and endangered species to exist in the project area. The project is mapped for sandhills. A Natural Environmental Study will be prepared to address biological issues and provide mitigation measures to protect resources. The list from the CNDDB (Watsonville West Quad) has been attached as well as planning study list of Natural Resources of Concern from the US Fish and Wildlife Service.
16. Vegetation removal has the potential to affect migratory birds. Vegetation removal shall occur during the non-breeding season or preconstruction surveys shall be conducted prior to tree removal activities.
17. A wetlands delineation study will be prepared.
18. There are no agricultural lands adjacent to the project.

**Instructions for Completing the External Certifications
(Environmental Document Quality Control Reviews)**

19. No exposure to invasive plants will occur. If any are encountered they will be removed as part of the projects vegetation removal during construction.
20. There are no public parks, recreation areas, wildlife or waterfowl refuges or known historic sites within or adjacent to the project site.
21. None of the adjacent parcels were acquired or improved with funds from the Land and Water Conservation Act.
22. The project is to replace an existing bridge. It will not significantly affect scenic or visual resources.
23. No relocations will be required.
24. Minor acquisitions may be required from the adjacent parcels as well as temporary construction easements.
25. The project is consistent with plans and goals for the community.
26. The project will not divide or disrupt the neighborhood.
27. The project will not disproportionately affect low income or minority populations
28. Existing overhead facilities will need to be relocated for construction as well as underground utilities attached to the bridge.
29. Access to properties or roadways will not be affected by the project. Driveways adjacent to the project shall remain open to the residents.
30. The project is not located near any roads on the State Highway System
31. The construction will be staged with the existing bridge being left open to traffic during construction of the first half of the bridge. Traffic will then be moved over to this new portion while the existing bridge is removed and the remaining portion of the bridge is constructed.
32. The project will not reduce any available parking
33. There are no State or Federal Lands adjacent to the project
34. The project will not impact any farmland.
35. A cultural resources survey will be prepared.
36. There is no Tribal Land in the vicinity. Ancestral lands are not anticipated.

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

Updated: 05/15/08

(continuation of project description)

to 10.5 feet for the existing single lane bridge. The foundation of the new bridge will likely consist of Cast in Drilled Hole (CIDH) concrete piles or spread footings. The type of foundation will be determined once a geotechnical study is completed. Excavation for the abutments will be approximately 10 feet below the existing roadway surface. It is anticipated that the contractor will need to install a temporary culvert in the stream with clean gravel surrounding the pipe to be able to demolish the existing bridge and to keep construction related debris from entering the stream. The existing bridge was constructed in 1958 and is considered to be structurally deficient and has a sufficiency rating of 24.3 according to the latest bridge inspection report. The County currently has 50 feet of right of way in the vicinity of the bridge. Additional right of way may need to be acquired from 4 adjacent parcels as well as a temporary easement for a staging area. A potential staging area exists in the parcel northeast of the bridge. Overhead utilities will need to be relocated as part of the project as well as existing water and gas lines attached to the bridge.

