

**MEMORANDUM OF AGREEMENT**  
**Between**  
**the Federal Highway Administration and**  
**the California State Historic Preservation Officer,**  
**Regarding The Safety Improvement Project on State Route 16,**  
**Yolo County, California**

**WHEREAS**, the Federal Highway Administration (FHWA) has determined that the safety improvement project on State Route (SR) 16 between post miles 18.6 and 31.7 in Capay Valley, Yolo County, California (Undertaking), will have an adverse effect on CA-Yol-125/H (the Garrison Site) and CA-Yol-205H (Tabers' Corner Historic District) (historic properties), which the FHWA has determined in consultation with the State Historic Preservation Officer (SHPO) to be eligible for inclusion in the National Register of Historic Places (National Register) and, therefore, historic properties, and may have an adverse effect on CA-Yol-200H, CA-Yol-203H, CA-Yol-204H, CA-Yol-207, CA-Yol-208H, CA-Yol-209H, and CA-Yol-210H, which the FHWA considers to be eligible for the purposes of this Undertaking; and,

**WHEREAS**, the FHWA has consulted with the SHPO pursuant to Stipulations X.C.1 and XI of the January 2004 *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation regarding compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (PA), and, where the PA so directs, in accordance with 36 CFR Part 800, the regulation that implements Section 106 of the National Historic Preservation Act (NHPA) of 1966 (16 U.S.C. 470f), as amended, regarding the Undertaking's adverse effects on historic properties, and has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding pursuant to Stipulation XI of the PA; and,

**WHEREAS**, the FHWA has thoroughly considered alternatives to the Undertaking, has determined that statutory and regulatory constraints on the design of the Undertaking preclude the possibility of avoiding effects to the historic properties during the Undertaking's implementation, and has further determined that it will resolve adverse effects of the undertaking on the subject historic properties through the execution and implementation of this MOA; and,

**WHEREAS**, the FHWA, in consultation with the SHPO, has determined that those portions of CA-Yol-200H, CA-Yol-203H, CA-Yol-204H, CA-Yol-207, CA-Yol-208H, CA-Yol-209H, and CA-Yol-210H within the area of direct impact (ADI) do not contribute to National Register eligibility of the subject properties, and that implementation and enforcement of the measures set forth in Stipulation II.A of this MOA will satisfactorily avoid potential adverse effects to this historic property; and

**WHEREAS**, the Department of Transportation (Caltrans) has participated in the consultation and has been invited to concur in this MOA; and,

**WHEREAS**, Caltrans, on the behalf of the FHWA, has initiated consultation with Cortina Band of Indians, the Cortina Band's Wintun Environmental Protection Agency, and the Rumsey Indian Rancheria (Tribes) regarding the Undertaking and its adverse effect on CA-Yol-125/H; will continue to consult with them, and will afford them, should they so desire, the further opportunity to more directly and actively participate in the implementation of the Undertaking itself and this MOA;

**NOW, THEREFORE**, the FHWA and the SHPO agree that, upon FHWA's decision to proceed with the Undertaking, FHWA shall ensure that the Undertaking is implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties and further agree that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated.

## **STIPULATIONS**

The FHWA shall ensure that the following measures are carried out:

### **I. AREA OF POTENTIAL EFFECT**

- A. The area of potential effects (APE) for the Undertaking is depicted as Exhibit 3, pages 1 through 39, of the *2005 Historic Property Survey Report (HPSR) for the Proposed Widening Project Between Brooks and Madison in Capay Valley, Yolo County, California, EA 03-0C4700 KP 29.9/51.0 (PM 18.6/31.7)*. The APE encompasses the area of direct impact (ADI) and adjacent parcels with standing buildings that have the potential to be either directly or indirectly affected by the proposed Undertaking.
- B. If modifications to the Undertaking, subsequent to the execution of this MOA, necessitate the revision of either the APE or the ADI, Caltrans will consult with the FHWA and the SHPO to facilitate mutual agreement on the subject revisions. If Caltrans, the FHWA, and the SHPO cannot reach such agreement, then the parties of this MOA shall resolve the dispute in accordance with stipulation VII.C below. If Caltrans, the FHWA, and the SHPO reach mutual agreement on the proposed revisions, then Caltrans will submit a final map of the revisions, consistent with the requirements of stipulations VIII.A and XVI.A of the PA, no later than 30 days following such agreement.

### **II. TREATMENT OF HISTORIC PROPERTIES**

- A. FHWA shall ensure that the adverse effect of the Undertaking on CA-YOL-125/H and CA-Yol-205/H, and the potentially adverse effect on CA-Yol-200H, CA-Yol-203H, CA-Yol-204H, CA-Yol-207, CA-Yol-208H, CA-Yol-209H, and CA-Yol-210H outside the Undertaking's ADI are avoided by establishing said portions as Environmentally Sensitive Areas (ESAs). The ESAs shall be thoroughly described on the final construction plans for the Undertaking. An archaeologist meeting the Secretary of Interior's Standards in accordance with stipulation VII.A1. below and a Native American monitor shall monitor any construction activity within 50 feet of the ESA. Parties responsible for ensuring the

placement of the ESA will be Caltrans' PQS, Caltrans' Project Manager, and Caltrans' Resident Engineer. ESA placement will occur prior to the onset of any activity in direct or indirect support of the Undertaking's implementation. No construction activity or related ground disturbance will take place within the ESA, nor will any part of this area be used for storing or staging of equipment or materials. The ESA action plan that details the implementation of this stipulation, *ESA Action Plan for a Proposed Safety Project on State Route 16, Yolo County, Sites CA-YOL-125/H, CA-YOL-200H, CA-YOL-203H, CA-YOL-204H, CA-YOL-205H, CA-YOL-207, CA-YOL-208H, CA-YOL-209H, and CA-YOL-210H*, is appended to this MOA as Attachment 2.

B. CA-YOL-125/H (the Garrison Site)

1. The FHWA shall ensure that the Department prepares a Final Data Recovery Work Plan for CA-Yol-125/H, State Route 16 Safety Improvement Project in the Capay Valley, Yolo County, California (Work Plan) that takes into account the adverse effect of the Undertaking on CA-Yol-125/H and addresses any discoveries or unanticipated effects. The final version of the Work Plan will be the successor to the February 2006 draft of the plan and will be appended to this MOA as Attachment 1. The final version of the Work Plan will, at a minimum,
  - a. Specify the research issues and questions to be addressed through the recovery of archaeological data;
  - b. explain why it is in the public interest to address those research issues;
  - c. explain how data from CA-Yol-125/H will address those research issues and questions;
  - d. specify the methods to be used in fieldwork and analysis, and explain how these methods are relevant to the research issues and questions;
  - e. specify the methods to be used in data management and data dissemination;
  - f. indicate how recovered materials and records will be disposed, taking into account the expressed wishes of the Tribes;
  - g. include a schedule for providing the Tribes with periodic updates on implementation of the Work Plan;
  - h. include a schedule for completing a final work plan report and specify when and to whom this report will be distributed;
  - i. include a curation agreement that ensures that all materials (other than Native American human remains and grave-associated materials) and records are maintained in accordance with 36 CFR Part 79. Materials recovered from privately owned lands, other than Native American human remains and grave-associated materials, that are

to be returned to their owners, will be maintained in accordance with 36 CFR Part 79 until their analysis is completed;

- j. specify the manner in which human remains and grave associated artifacts recovered during data recovery or discovered during subsequent construction will be treated according to applicable laws and regulations, and in consultation with the wishes of the Tribes;
  - k. include a plan for the treatment of properties discovered during implementation of the Undertaking; a monitoring provision may be an aspect of this plan; and,
  - l. include provisions for monitoring those construction activities that will adversely affect the historic properties; such provisions will specify the participation of a professional archaeologist and a consulting Native American member and a monitoring schedule.
2. Any MOA party may propose an amendment to the Work Plan. Such amendment will not require amendment of this MOA. Disputes regarding amendments proposed hereunder shall be addressed through further consultation among the MOA parties, and the time frame for such consultation shall be reasonably established by the FHWA. If the dispute is resolved within this time frame, the MOA parties shall proceed in accordance with the terms of that resolution. If the dispute is not resolved within this time frame, the FHWA shall render a final decision regarding the dispute and the MOA parties shall proceed in accordance with the terms of that decision.
  3. The FHWA will not authorize the execution of any Undertaking activity that may affect [36 CFR § 800.16(i)] historic properties in the Undertaking's APE prior to the completion of the fieldwork that the Work Plan prescribes.

#### C. CA-YOL-205H (Tabers' Corner Historic District)

The FHWA shall ensure that an exhibit on the Tabers' Corner Historic District is designed and installed at the Yolo County Historical Museum (Museum) in Woodland.

1. Museum Exhibit
  - a. Content. The exhibit will depict the history of Tabers' Corner Historic District as it reflects the agricultural history of the Capay Valley. The exhibit text and graphics will distill information obtained at local archives and libraries (e.g., Bancroft Library, Yolo County Archives, U.C. Davis Library, California State Library) and through oral interviews with Taber family members and local historians. Family photographs, ephemera, or artifacts will be used in the exhibit to maximize the visual interest.

- b. Design. Caltrans, in consultation with Museum staff, shall design the exhibit utilizing display cases available at the Museum.
  - c. Installation. Caltrans staff shall install the exhibit prior to the commencement of construction for the Undertaking.
  - d. Duration. The exhibit will remain on display at the Museum for no less than 3 months.
  - e. Maintenance. Upon request by the Museum, Caltrans staff will provide any required maintenance of the exhibit while it is on display.
  - f. Removal. When the exhibit closes, Caltrans staff will remove the exhibit materials and ensure the return of any loaned elements to their rightful owner(s).
2. Web Page
- a. Caltrans staff shall create a page on the worldwide web depicting the content of the Museum exhibit. The page will be added to the Museum web site's "current exhibit" link for the duration of the exhibit, after which Caltrans staff will move it to the "previous exhibit" link for no less than 1 year.
  - b. Caltrans staff shall check the functionality of the web page bi-monthly and provide any required maintenance for no less than 15 months.

### **III. REPORTING REQUIREMENTS AND RELATED REVIEWS**

#### **A. CA-YOL-125/H (the Garrison Site)**

1. The FHWA has submitted a draft Work Plan to the SHPO for review and comment. The SHPO shall have 30 days from receipt of the draft Work Plan to comment. Failure to respond within this time frame shall not preclude the FHWA from finalizing the draft Work Plan. Before it finalizes the draft Work Plan, the FHWA will provide the SHPO with documentation indicating whether and how any comments from this party will be incorporated into the final Work Plan. Unless the SHPO objects to this documentation within 15 days following receipt, the FHWA may finalize the Work Plan as it deems appropriate, distribute copies to the reviewing parties, and thereafter proceed to implement the final Work Plan.
2. Within 30 days after the FHWA has determined that all fieldwork required under stipulation II.A has been completed, the FHWA will ensure preparation, and concurrent distribution to the other MOA parties, for review and comment, a brief letter report that summarizes the field efforts and the preliminary findings that result from them.
3. Within twelve (12) months after FHWA has determined that all fieldwork required pursuant to stipulation II.A has been completed, FHWA will ensure preparation, and concurrent distribution to the MOA parties for review and comment, of a draft technical report that documents the results of implementing and completing the Work Plan. The other MOA parties will be afforded 30 days following receipt of the draft technical report to submit any written comments to the FHWA. Failure of these parties to respond within this time frame shall not preclude the FHWA from

authorizing revisions to the draft technical report as the FHWA may deem appropriate. The FHWA will provide the other MOA parties with written documentation indicating whether and how the draft technical report will be modified in accordance with any comments received from the other MOA parties. Unless any MOA party objects to this documentation in writing to the FHWA within 30 days following receipt, the FHWA may modify the draft technical report as the FHWA may deem appropriate. Thereafter, the FHWA may issue the technical report in final form and distribute this document in accordance with Paragraph 4. of this stipulation.

4. Copies of the final technical report documenting the results of Work Plan implementation will be distributed by the FHWA to the other MOA parties, and to the California Historical Resources Information System (CHRIS) Northwest Information Center.

#### **IV. NATIVE AMERICAN CONSULTATION**

The FHWA has consulted with the Cortina Band of Indians, the Cortina Band's Wintun Environmental Protection Agency, and the Rumsey Indian Rancheria regarding the proposed Undertaking and its effect on historic properties, will continue to consult with them, and will afford them, should they so desire, the opportunity to participate in the implementation of the MOA and the Undertaking. Should any of these Tribes desire, individually, to participate as an MOA party as herein set forth, the FHWA will make an effort to reach a consensus with each such Tribe regarding the manner in which that Tribe may participate in the implementation of this MOA, and regarding any time frames or other matters that may govern the nature, scope, and frequency of such participation.

#### **V. TREATMENT OF HUMAN REMAINS OF NATIVE AMERICAN ORIGIN**

The MOA parties agree that human remains and related items discovered during the implementation of the terms of the MOA and of the Undertaking will be treated in accordance with the requirements of §7050.5(b) of the California Health and Safety Code. If, pursuant to § 7050.5(c) of the California Health and Safety Code, the county coroner/medical examiner determines that the human remains are, or may be of Native American origin, then the discovery shall be treated in accordance with the provisions of § 5097.98(a)-(d) of the California Public Resources Code. The FHWA will ensure that, to the extent permitted by applicable law and regulation, the views of the Tribes and the Most Likely Descendant(s) are taken into consideration when decisions are made about the disposition of other Native American archaeological materials and records.

#### **VI. DISCOVERIES AND UNANTICIPATED EFFECTS**

If the FHWA determines during implementation of the Work Plan or after construction of the Undertaking has commenced, that either the implementation of the Work Plan or the Undertaking will affect a previously unidentified property that may be eligible for the National Register, or affect a known historic property in an unanticipated manner, the FHWA will address

the discovery or unanticipated effect in accordance with 36 CFR § 800.13(b)(3). The FHWA at its discretion may hereunder and pursuant to 36 CFR § 800.13(c) assume any discovered property to be eligible for inclusion in the National Register.

## **VII. ADMINISTRATIVE STIPULATIONS**

### **A. STANDARDS**

1. **Professional Qualifications.** All activities prescribed by stipulations I, II, III, IV and V of this MOA shall be carried out under the authority of the FHWA by or under the direct supervision of a person or persons meeting at a minimum the Secretary of Interior's Standards *Professional Qualifications Standards* (48 FR 44738-39) (PQS) in the appropriate disciplines. However, nothing in this stipulation may be interpreted to preclude the FHWA or any agent or contractor thereof from using the properly supervised services of persons who do not meet the PQS.
2. **Documentation Standards.** Written documentation of activities prescribed by stipulations II, III, IV and VI of this MOA shall conform to the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation* (48 FR 44716-44740) as well as to applicable standards and guidelines established by SHPO.
3. **Curation and Curation Standards.** The FHWA shall ensure that, to the extent permitted under §§5097.98 and 5097.991 of the California Public Resources Code, the materials and records resulting from the activities prescribed by this MOA are curated in accordance with 36 CFR Part 79.

### **B. CONFIDENTIALITY**

The MOA parties acknowledge that historic properties covered by this MOA are subject to the provisions of section 304 of the NHPA and section 6254.10 of the California Government Code (Public Records Act) relating to the disclosure of archaeological site information and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with said sections.

### **C. RESOLVING OBJECTIONS**

1. Should any MOA party object to the manner in which the terms of this MOA are implemented, to any action carried out or proposed with respect to implementation of the MOA (other than the Undertaking itself), or to any documentation prepared in accordance with and subject to the terms of this MOA, the FHWA shall immediately notify the other MOA parties of the objection and consult with the objecting party and the other parties to this MOA for no more than 14 days to resolve the objection. The FHWA shall reasonably determine when this consultation will commence and may extend this consultation period. If the objection is resolved through such consultation, the action in dispute may proceed in accordance with the terms of that

resolution. If, after initiating such consultation, the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the ACHP, including the FHWA's proposed response to the objection, with the expectation that the ACHP will, within thirty (30) days after receipt of such documentation:

- a. Advise the FHWA that the ACHP concurs in the FHWA's proposed response to the objection, whereupon the FHWA will respond to the objection accordingly. The objection shall thereby be resolved; or,
  - b. provide the FHWA with recommendations, which the FHWA will take into account in reaching a final decision regarding its response to the objection. The objection shall thereby be resolved; or,
  - c. notify the FHWA that the objection will be referred for comment pursuant to 36 CFR §800.7(a)(4), and proceed to refer the objection and comment. The FHWA shall take the resulting comments into account in accordance with 36 CFR § 800.7(c)(4) and Section 110(1) of the NHPA. The objection shall thereby be resolved.
2. Should the ACHP not exercise one of the following options within 30 days after receipt of all pertinent documentation, the FHWA may assume the ACHP's concurrence in its proposed response to the objection. The objection shall thereby be resolved.
  3. The FHWA shall take into account any ACHP recommendation or comment provided in accordance with section C.1 of this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under this MOA that are not the subject of the objection will remain unchanged.
  4. At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to such implementation be raised by a member of the public, the FHWA shall notify the MOA parties in writing of the objection and take the objection into consideration. The FHWA shall consult with the objecting party and, if the objecting party so requests, with the other MOA parties for no more than fifteen (15) days. Within ten (10) days following closure of this consultation period, the FHWA will render a decision regarding the objection and notify all consulting parties of its decision in writing. The objection will thereby be resolved. In reaching its decision, the FHWA will take into account any comments from the consulting parties regarding the objection, including the objecting party. The FHWA's decision regarding the resolution of the objection will be final.
  5. The FHWA shall provide all MOA parties, the ACHP, when the ACHP has issued comments hereunder, and any parties that have objected pursuant to section C.4 of this stipulation with a copy of its final written decision regarding any objection addressed pursuant to this stipulation.

6. The FHWA may authorize any action subject to objection under section C of this stipulation to proceed after the objection has been resolved in accordance with the terms of section C.

#### D. AMENDMENTS

1. Any MOA party may propose that this MOA be amended, whereupon the MOA parties will consult for no more than 30 days to consider such amendment. The FHWA may extend this consultation period. The amendment process shall comply with 36 CFR §800.6(c)(1) and 800.6(c)(7). This MOA may be amended only upon the written agreement of the signatory parties. If it is not amended, either signatory party may terminate this MOA by in accordance with section E of this stipulation.
2. The Phase III Data Recovery Work Plan for CA-Yol-125/H, State Route 16 Safety Improvement Project in the Capay Valley, Yolo County, California (Work Plan), Attachment 1 of this MOA, may be amended through consultation as prescribed in section C of stipulation II without amending the MOA proper.

#### E. TERMINATION

1. If this MOA is not amended as provided for in section D.1 of this stipulation, or if either signatory party proposes termination of this MOA for other reasons, the signatory party proposing termination shall, in writing, notify the other MOA parties to explain the reasons for proposing termination, and consult with the other MOA parties for at least 30 days to seek alternatives to termination. Such consultation shall not be required if the FHWA proposes termination because the Undertaking no longer meets the definition set forth in 36 CFR § 800.16(y).
2. Should such consultation result in an agreement on an alternative to termination, then the parties shall proceed in accordance with the terms of that agreement.
3. Should such consultation fail, the signatory party proposing termination may terminate this MOA by promptly notifying the other MOA parties in writing. Termination hereunder shall render this MOA without further force or effect.
4. If this MOA is terminated hereunder, and if the FHWA determines that the Undertaking will nonetheless proceed, then the FHWA shall either consult in accordance with 36 CFR § 800.6 to develop a new MOA or request the comments of the ACHP pursuant to 36 CFR Part 800.

#### F. DURATION OF THE MOA

1. Unless terminated pursuant to section E of this stipulation, or unless it is superceded by an amended MOA, this MOA will be in effect following execution by the signatory parties until the FHWA, in consultation with the other parties, determines that all of its stipulations have been satisfactorily fulfilled. This MOA will terminate

and have no further force or effect on the day that the FHWA notifies the other MOA parties in writing of its determination that all stipulations of this MOA have been satisfactorily fulfilled.

2. The signatory parties shall satisfactorily fulfill the terms of this MOA within six (6) years following the date of execution. If the FHWA determines that this requirement cannot be met, the MOA parties will consult to reconsider its terms. Reconsideration may include continuation of the MOA as originally executed, amendment of the MOA, or termination. In the event of termination, the FHWA will comply with section E.4 of this stipulation if it determines that the Undertaking will proceed notwithstanding termination of this MOA.
3. If the signatory parties have not implemented the Undertaking within six (6) years following execution of this MOA, this MOA shall automatically terminate and have no further force or effect. In such event, the FHWA shall notify the other MOA parties in writing and, if it chooses to continue with the Undertaking, shall reinstate review of the Undertaking in accordance with 36 CFR Part 800.

#### G. EFFECTIVE DATE

This MOA will take effect on the date that it has been executed by the FHWA and the SHPO.

**EXECUTION** of this MOA by the FHWA and the SHPO, its transmittal to the ACHP in accordance with 36 CFR 800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR 800.6(c), that this MOA is an agreement with the ACHP for purposes of Section 110(1) of the National Historic Preservation Act of 1966, as amended, and shall further evidence that the FHWA has afforded the ACHP an opportunity to comment on the undertaking and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on historic properties.

**SIGNATORY PARTIES:**

**Federal Highway Administration**

By: Gene K. Fong Date: 6/28/06  
Gene Fong,  
Division Administrator

**California State Historic Preservation Officer**

By: Milford Wayne Donaldson Date: 28 JUNE 2006  
Milford Wayne Donaldson,  
State Historic Preservation Officer

**CONCURRING PARTIES:**

**California Department of Transportation**

By: Steven C. Kirpatrick Date: 6/28/06  
for Jody Jones, Director  
District 03, Marysville

**ATTACHMENT 1**

**Phase III Archaeological Data Recovery Work Plan  
for the Portion of CA-YOL-125/H within the ADI for the  
Caltrans 03-Yol-16 Safety Improvement Project,  
Yolo County, California**

(Bound Separately)

**ATTACHMENT 2**

**ESA Action Plan**

ESA ACTION PLAN  
FOR A PROPOSED SAFETY PROJECT  
ON STATE ROUTE 16, YOLO COUNTY  
SITES CA-YOL-125/H, CA-YOL-200H, CA-YOL-203H, CA-YOL-204H, CA-  
YOL-205H, CA-YOL-207, CA-YOL-208H, CA-YOL-209H,  
AND CA-YOL-210H

03-YOL-16  
KP 29.9-51.0 (PM 18.6-31.7)  
EA 03-0C4700

Prepared by:



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Erin Dwyer  
PQS: Principal Investigator Prehistoric Archaeology  
California Department of Transportation  
North Region Environmental Management Branch, M1

With contributions by:

Kimberly J. Wooten  
PQS: CO-Principal Investigator Historical Archaeology  
California Department of Transportation  
Division of Environmental Analysis  
Cultural and Community Studies Office, Sacramento

**January 2006**

## Environmentally Sensitive Area (ESA) Action Plan: Tasks and Responsible Parties

Stage	Task	Responsible Party*	Task Completed (date and initial)
Prior to Construction	The ESAs for CA-YOL-125/H, CA-YOL-200H, CA-YOL-203H, CA-YOL-204H, CA-YOL-205H, CA-YOL-207, CA-YOL-208H, CA-YOL-209H, and CA-YOL-210H will be clearly described and illustrated in the plans, specifications, and estimates prepared to guide construction of the undertaking.	Caltrans Project Archaeologist, Caltrans Environmental Planner, and Caltrans Project Engineer	
	All responsible parties will review the Project Specifications & Estimates (PS&E) package prior to finalization to ensure that no changes have been made to the project design and that all environmental commitments are included.	Caltrans Project Manager, Caltrans Environmental Coordinator	
	This ESA Action Plan will be part of the "RE Pending" file, which notifies the Resident Engineer of environmental commitments.	Caltrans Project Manager, Caltrans Project Archaeologist, and Resident Engineer	
	The ESA will be discussed during the preconstruction meeting. The importance of the ESA will be explained to construction personnel and it will be stressed that no construction activity (including storing or staging of equipment or materials) should occur within the ESA and that workers must remain outside of the ESA at all times. Additionally, construction personnel will be informed of historic preservation laws that protect archaeological sites against any disturbance or removal of artifacts.	Caltrans Project Archaeologist, Caltrans Environmental Planner, and Contractor	
	The Caltrans Project Archaeologist will be notified at least three weeks in advance of construction to ensure that the Caltrans Project Archaeologist will be available to monitor fence installation and allow for a field review of the ESA locations. Caltrans will notify interested Native American individuals and groups and invite them to monitor the installation and review the ESA locations.	Caltrans Project Archaeologist and Resident Engineer	
	Field review of ESA locations.	Caltrans Project Archaeologist, Caltrans Historic Archaeologist, and Resident Engineer	
	If right-of-way fencing is not present and/or adequate for site protection, t-posts and temporary plastic fencing will be installed by the contractor along the proposed ESAs at least one week prior to initiating any work. Caltrans will notify interested Native American individuals and groups and invite them to monitor the installation. Caltrans Project Archaeologist will coordinate this activity with the Resident Engineer, and be present to supervise and monitor fence installation.	Caltrans Project Archaeologist, Caltrans Historic Archaeologist, Resident Engineer, and Contractor	
During	The Caltrans Project Archaeologist will be notified	Caltrans Project	

<b>Stage</b>	<b>Task</b>	<b>Responsible Party*</b>	<b>Task Completed (date and initial)</b>
Construction	when construction begins and will inspect the construction area on a weekly basis to ensure that the ESA is not breached. Caltrans will notify interested Native American individuals and groups and invite them to participate in the weekly inspections. The Resident Engineer will visit daily during construction to ensure the integrity of the ESA.	Archaeologist and Resident Engineer	
During Construction	The State Historic Preservation Officer will be notified within 48 hours of any ESA breach and consult immediately to determine how the breach will be addressed. Representatives of local Native American groups will also be consulted.	Caltrans Project Archaeologist	
After Construction	The Caltrans Project Archaeologist will be informed when construction is finished.	Resident Engineer	
	The Contractor, under supervision of the Resident Engineer and Caltrans Project Archaeologist, will remove temporary fencing at the conclusion of construction.	Caltrans Project Archaeologist, Resident Engineer, and Contractor	

**\*Responsible Parties as of October 1, 2005:**

<b>Title</b>	<b>Contact</b>	<b>Phone Number</b>
Caltrans Project Archaeologist	Erin Dwyer	(530) 741-4538
Caltrans Historical Archaeologist	Kimberly Wooten	(916) 227-4694
Caltrans Environmental Coordinator	Che McFarlin	(916) 274-0562
Resident Engineer	To be determined	