STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (rev 9/01)
Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 1/11/12

Department Of Transportation

AGREEMENT NUMBER	REGISTRATION NUMBER
06A1768	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME
Far Western Anthropological Research Group, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from May 17, 2012 or upon Caltrans approval, whichever is later, through April 30, 2017.

3. The maximum amount of this Agreement is: $3,500,000.00
Three Million Five Hundred Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope Of Work And Deliverables	4	Pages
Exhibit B – Budget Detail And Payment Provisions	6	Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1	Page
Exhibit D – Special Terms And Conditions	25	Pages
Exhibit E – Additional Provisions	12	Pages
Attachment 1 – Scope Of Work	35	Pages
Attachment 2 – Cost Proposal	45	Pages
Attachment 3 – Sample Task Order Format	5	Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E).	1	Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2	Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.ols.dgs.ca.gov/standard+language/default.htm.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR (herein referred to as "the Consultant")		*California Department of General Services Use Only*
CONSULTANT'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Far Western Anthropological Research Group, Inc.		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)* 5-16-2012	
PRINTED NAME AND TITLE OF PERSON SIGNING Kelly R. McGuire, CFO, Senior Archaeologist		
ADDRESS 2727 Del Rio Place, Suite A, Davis , CA 95618		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation		
BY *(Authorized Signature)*	DATE SIGNED *(Do not type)* 5-23-2012	
PRINTED NAME AND TITLE OF PERSON SIGNING Liz Salinas, Branch Chief		
ADDRESS Division of Procurement and Contracts, MS 65 1727 30th Street Sacramento, CA 95816		☒ Exempt per: PCC 10340 (d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant shall perform professional and technical services required for cultural resource studies on the Caltrans' highway projects located in District 10.

A. The work to be performed under this Agreement is described in Attachment 1.

B. The services shall be performed in District 10 within Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, and Tuolumne Counties but may extend into another district or county.

C. This Agreement will commence on May 17, 2012 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on April 30, 2017. The services shall be provided during working hours, Monday through Friday, except holidays or as stipulated in Task Orders. The parties may amend this Agreement as permitted by law.

D. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Contract Manager: Stephanie Rodriguez	Project Manager: Kelly McGuire
District/Division: Project Program Management/Consultant Service Unit	Office/Branch:
Address: 2015 E. Shields Ave, Suite 100	Address: 2727 Del Rio Place, Suite A
Fresno, CA 93726	Davis, CA 95618
Phone: 559-273-3472	Phone: 530-756-3941
Fax: 559-243-3426	Fax: 530-756-0811
e-mail: Stephanie_Rodriguez@dot.ca.gov	e-mail: Kelly@farwestern.com

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

E. Work Guarantee

Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under this Agreement.

F. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

II. TASK ORDER

A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.

B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order, less the cost estimate. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.

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

E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.

F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and Caltrans.

I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.

J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

III. CONSULTANT REPORTS AND/OR MEETINGS

A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.

B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

C. The Consultant's Project Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

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

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

C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

D. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.

E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (see Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.

C. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.

1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.

2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.

D. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See http://www.dot.ca.gov/hq/asc/travel/ch12.htm.

E. Progress payments:

1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.

2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.

F. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.

G. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.

H. Invoices shall be submitted showing the Caltrans WBS level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at http://www.dot.ca.gov/hq/projmgmt/guidance.htm. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.

I. The sample invoice format can be found at http://caltrans-opac.ca.gov/aeinfo.htm. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

DEPARTMENT OF TRANSPORTATION
Attention: Stephanie Rodriguez
Project Program Management/Consultant Service Unit
2015 E. Shields Ave, Suite 100
Fresno, CA 93726

J. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order. If Caltrans does not receive invoices from the Consultant by the required deadline, Caltrans may reduce the payment on the invoice based on the formula set forth in Government Code 927.6 to offset in part the loss of federal funds encumbered for this Agreement.

K. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after completion of the services.

L. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

M. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed $3,500,000.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.

N. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed $5,000.00.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

O. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.

P. Attachment 2, Cost Proposal, is subject to a Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit Workpaper Review and/or audit. Attachment 2 shall be adjusted by the Consultant and approved by the Caltrans Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by Caltrans at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

Q. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:

1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.

2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.

3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and

4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

The elements of indirect cost and the type of distribution base(s) used in computing provisional rates are subject to revision when final rates are established. Also, the rates cited in this Agreement are subject to audit.

R. At the discretion of Caltrans, the indirect rate(s) and related workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and CPA's compliance with 48 CFR, Part 31 and related laws and regulations, and to determine if the audit report format is acceptable.

S. Any subagreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

III. COST PRINCIPLES

A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), 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 Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).

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 49 CFR 18 are subject to repayment by the Consultant to Caltrans.

D. Any subagreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See http://www.ols.dgs.ca.gov/Standard+Language/default.htm.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 610 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless Caltrans, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent or intentional acts, errors, or omissions of the Consultant. The Consultant will reimburse Caltrans for any expenditure, including reasonable attorney fees, incurred by Caltrans in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Consultant.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.

B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.

C. There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.

B. Any dispute not resolved by the committee consisting of the Caltrans Contract Manager and Caltrans Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. Not later than 30 days after completion of all work under the Agreement, the Consultant may request review by the CCRC of unresolved claims or disputes. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.

D. Neither the pendency of a dispute nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, or upon thirty (30) calendar days written notice to the Consultant if terminated for the convenience of Caltrans.

B. Caltrans may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, Caltrans may proceed with the work in any manner deemed proper by Caltrans. All costs to Caltrans shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

IV. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S), OR SUSPENSION OF THIS AGREEMENT

General Conditions

A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of Caltrans, the Consultant shall be paid

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.

B. Within 30 days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of Caltrans, the Consultant shall prepare and submit to the Caltrans Contract Manager, for approval, two (2) separate supplemental cost proposals:

1. A final revised cost proposal for all project-related costs for the revised termination date, and

2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

The Consultant shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by Caltrans, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than thirty (30) calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Caltrans Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over $500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

VII. TERMINATION ISSUES FOR SUBCONSULTANTS, SUPPLIERS, AND SERVICE PROVIDERS

The Consultant shall notify any Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subconsultant and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Consultant.

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

X. CONSULTANT CLAIMS AGAINST THIS AGREEMENT OR TASK ORDER(S) UNDER EARLY TERMINATION

The Consultant agrees to release Caltrans from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Consultant of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement or Task Order(s).

XI. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 610.

A. During the performance of this Agreement, the Consultant and its Subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Consultants and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Consultant and Subconsultants shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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 Agreement by reference and made a part hereof as if set forth in full. The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Appendix A, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See the last three pages of this Exhibit D.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 is applicable to this Agreement by reference.

D. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XII. RETENTION OF RECORD/AUDITS

A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, FHWA, 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 that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

B. Any subagreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIII. SUBCONTRACTING

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the State for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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 State'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 Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.

C. Any subagreement in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants unless otherwise noted.

D. Contractor shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.

E. Any substitution of subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute subconsultant.

XIV. EQUIPMENT PURCHASE

A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding $500.00 for supplies, equipment, or Consultant services. The 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 the Consultant's Cost Proposal and exceeding $500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of $5,000.00 or more. In addition, theft-sensitive items of equipment costing less than $5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.

D. At the conclusion of the Agreement or if the Agreement is terminated, the Consultant may either keep the equipment and credit the State 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 State procedures, and credit Caltrans in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined, at the Consultant's expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Caltrans and the Consultant. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by Caltrans.

E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000.00 is credited to the project.

F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit Caltrans and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XVI. SAFETY

A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.

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

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

D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XVII. INSURANCE

A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A– or better with a Financial Size Category of VI or better.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

B. Required Coverages and Limits:

1. Workers Compensation (statutory) and Employers Liability Insurance:

   $1,000,000 for bodily injury for each accident

   $1,000,000 policy limit for bodily injury by disease

   $1,000,000 for each employee for bodily injury by disease

   If there is an exposure of injury to the Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

   If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

2. Commercial General Liability Insurance with limits no less than:

   $1,000,000 per occurrence

   $2,000,000 products completed operations aggregate

   $2,000,000 general aggregate

   The policy's general aggregate shall apply separately to the Consultant's work under this Agreement by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

   The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

subject to the Consultant's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Automobile liability, including owned, non-owned and hired autos, with limits not less than $1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

4. A $1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

5. Professional Liability insurance with limits no less than:

   $1,000,000 per claim

   $2,000,000 in the aggregate

   The policy's retroactive date must be shown on the certificate and must be before this contract is executed or before the beginning of contract work.

   Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after its performance under this Agreement.

C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for Caltrans to terminate this Agreement for cause, in addition to any other remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.

D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.

G. Caltrans will not be responsible for any premiums or assessments on the policy.

H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.

I. The Consultant shall require all subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

XVIII. OWNERSHIP OF PROPRIETARY PROPERTY

For the purposes of this section (Ownership of Proprietary Property) the following definitions shall apply:

Work: As delineated in Attachment 1 (Scope of Work) of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 (Scope of Work) of the Agreement, including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.

Inventions: Any idea, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or jointly with the Consultant's Subcontractor and/or the Consultant's Subcontractor's employee's with one or more employees of the Department of Transportation (hereinafter referred to as "Caltrans"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example,

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant's Subcontractor from Caltrans. From time to time upon Caltrans' request, the Consultant's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights

The Consultant, its employees and any Consultant's Subcontractor hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans' property regardless of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Consultant, its employees and Consultant's Subcontractor believes to be new or different. The Consultant, its employees and Consultant's Subcontractor shall, upon

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent on this Agreement.

2. Agency

In the event that Caltrans is unable for any reason whatsoever to secure the Consultant's, its employees' and/or Consultant's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Consultant, its employees and/or Consultant's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark or patent applications.

3. Avoidance of Infringement

In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or its employees shall immediately notify Caltrans in writing.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XIX. OWNERSHIP OF DATA

A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.

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

C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.

D. Any subagreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XX. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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

C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

D. Any subagreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXI. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.

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

D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.

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

F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by Caltrans. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by Caltrans.

XXIII. STATEMENT OF COMPLIANCE

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

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

XXV. CONFLICT OF INTEREST

A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

B. 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 Agreement.

C. Any subagreement in excess of $25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

XXVII. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

A. The Consultant certifies, to the best of his or her knowledge and belief, that:

1. No State or Federal 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 State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 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 subagreements, which exceed $100,000.00, and that all such subrecipients shall certify and disclose accordingly.

XXVIII. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (Dec. 2007)

A. Definition

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

B. Code of Business Ethics and Conduct

1. Within 30 days after contract award, the Consultant shall:

   a. Have a written code of business ethics and conduct; and

   b. Provide a copy of the code to each employee engaged in performance of the contract.

2. The Consultant shall promote compliance with its code of business ethics and conduct.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

C. Awareness Program and Internal Control System for Other Than Small Businesses

This paragraph C does not apply if the Consultant has represented itself as a small business concern pursuant to the award of this contract. The Consultant shall establish within 90 days after contract award:

1. An ongoing business ethics and business conduct awareness program; and
2. An internal control system.
   a. The Consultant's internal control system shall:
      (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
      (2) Ensure corrective measures are promptly instituted and carried out.
   b. For example, the Consultant's internal control system should provide for:
      (1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.
      (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
      (3) Internal and/or external audits, as appropriate; and
      (4) Disciplinary action for improper conduct.

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph 4, in subcontracts, except when the subcontract:

1. Is for the acquisition of a commercial item; or
2. Is performed entirely outside the United States.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

I. COMPLIANCE WITH REGULATIONS

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis or 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.

II. NON-DISCRIMINATION

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

III. SOLICITATIONS FOR SUBAGREEMENTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

IV. INFORMATION AND REPORTS

The 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 facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

V. SANCTIONS FOR NONCOMPLIANCE

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

A. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or

B. Cancellation, termination or suspension of the Agreement, in whole or in part.

VI. INCORPORATION OF PROVISIONS

The Consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any Subconsultant procurement as the State Department of Transportation or any

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT E
ADDITIONAL PROVISIONS

I. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM PARTICIPATION WITHOUT GOALS

A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by this reference and made part of this Agreement as if attached hereto.

B. There is no specific contract goal for DBE participation in this Agreement. However, the Consultant will still be required to submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice (also refer to Exhibit B, Budget Detail and Payment Provisions).

C. It is the policy of Caltrans that DBEs, as defined in 49 CFR 26, shall be encouraged to participate in the performance of Agreements financed in whole or in part with federal funds to assist the State in meeting its federally mandated overall annual DBE goal. Consultant shall ensure that DBEs have an opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in 49 CFR 26, for this assurance. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Failure to carry out the requirements of this paragraph shall constitute a breach of Agreement and may result in termination of this Agreement or other remedies Caltrans may deem appropriate.

D. In order to ascertain whether or not the overall annual DBE goal is achieved, Caltrans tracks DBE participation on all federal-aid contracts. The Disadvantaged Business Enterprise (DBE) Information / Underutilized DBE (UDBE) Participation form (ADM 0227F A&E) is attached as Attachment 4 and incorporated as part of this Agreement.

E. Consultant shall notify the Caltrans Contract Manager, in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

EXHIBIT E
ADDITIONAL PROVISIONS

F. Any subcontract entered into between the Consultant and Subconsultant(s) as a result of this Agreement shall contain all of the provisions of this section.

II. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR UDBE PARTICIPATION

A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs," in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by reference and made part of this Agreement as if attached hereto.

B. A UDBE is a firm that meets the definition of a DBE as specified in 49 CFR 26 that is also one of the following groups: African Americans, Asian-Pacific Americans, Native Americans, or Women. Only the participation of UDBEs will count toward any contract goal.

C. The contract goal for UDBE participation for this Agreement is 11 percent. Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information / Underutilized DBE (UDBE) Participation form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.

D. Non-compliance by Consultant or Subconsultant(s) with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy for a breach of this Agreement, as Caltrans deems appropriate.

E. Consultant or subconsultant shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Each subcontract signed by and between Consultant and Subconsultant(s) in the performance of this Agreement must include this assurance.

EXHIBIT E
ADDITIONAL PROVISIONS

III. SUBCONSULTANTS

A. 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 Caltrans Contract Manager.

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

C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).

D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subconsultant.

IV. PERFORMANCE OF DBE CONSULTANTS AND OTHER DBE SUBCONSULTANTS/SUPPLIERS

A. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Agreement 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 for materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work

EXHIBIT E
ADDITIONAL PROVISIONS

subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

B. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, 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.

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

D. DBE Subconsultants shall perform the work and supply the materials that they have listed in their response to the Agreement award requirements specified on form ADM 0227F A&E, attached, unless Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the section below entitled "DBE/UDBE Substitution."

E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the Caltrans Contract Manager.

V. EXCLUSION OF RETENTION

A. In conformance with 49 CFR 26.29 (b) (1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply.

B. In conformance with Public Contract Code (PCC) Section 7200 (b), in subcontracts between Consultant and a Subconsultant and in subcontracts between a Subconsultant and any Subconsultant thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC Section 7200 (c), shall not apply. At the option of Consultant,

EXHIBIT E
ADDITIONAL PROVISIONS

Subconsultant(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.

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

VI. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)

A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.

B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that amount of credit claimed toward DBE participation conforms to the requirements of section VIII below entitled, "DBE/UDBE Substitutions."

C. Consultant shall also submit to the Caltrans Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number and if applicable, the DBE certification number of the truck owner for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.

D. Consultant shall return all moneys withheld in retention from a Subconsultant within thirty (30) days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the

EXHIBIT E
ADDITIONAL PROVISIONS

Agreement. 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 non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

VII. DBE RECORDS

A. Consultant shall maintain records of all subcontracts entered into with certified DBE Subconsultant(s) and records of materials purchased from certified DBE supplier(s). The records shall show the name and business address of each DBE Subconsultant or vendor and the total dollar amount actually paid each DBE Subconsultant or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE (prime) Consultant shall also show the date of work performed by its own forces along with the corresponding dollar value of the work.

B. The Consultant shall prepare and submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, to the Caltrans Contract Manager with every invoice (refer to Exhibit B, Budget Detail and Payment Provisions).

VIII. DBE/UDBE SUBSTITUTIONS

A. Consultant may not substitute a listed DBE Subconsultant, supplier or, if applicable, a trucking company, without the prior written approval of the Caltrans Contract Manager. Failure to obtain approval of substitute subconsultants before work is performed, supplies are delivered, or services are rendered may result in payment being denied by Caltrans.

B. Consultant must make an adequate good faith effort (GFE) to find another certified DBE/UDBE Subconsultant to substitute for the original DBE/UDBE Subconsultant. GFE shall be directed at finding another DBE/UDBE Subconsultant to perform at least the same amount of work under the Agreement as the DBE/UDBE Subconsultant that was

EXHIBIT E
ADDITIONAL PROVISIONS

substituted or terminated to the extent needed to meet the contract goal for DBE/UDBE participation established for the Agreement.

C. The requirement that DBEs must be certified by the Statement of Qualification due date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified at the time of the substitution.

D. Consultants shall submit requests for substitution to the Caltrans Contract Manager. Authorization to use other Subconsultants or suppliers may be requested for the following reasons:

1. Listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when such written Agreement, based upon the terms and conditions for this Agreement or on the terms of such Subconsultant's or supplier's written proposal, is presented by Consultant.
2. Listed DBE becomes bankrupt or insolvent.
3. Listed DBE fails or refuses to perform subcontract or furnish listed materials.
4. Consultant stipulated that a bond was a condition of executing subcontract and listed DBE Subconsultant failed or refuses to meet the bond requirements of Consultant.
5. Work performed by listed Subconsultant is substantially unsatisfactory and is not in substantial conformance with scope of work to be performed, or Subconsultant is substantially delaying or disrupting the progress of work.
6. When it would be in the best interest of the State.

E. At a minimum, Consultant's substitution request to the Caltrans Contract Manager must include a:

1. Written explanation of the substitution reason and, if applicable, Consultant must also include the reason a non-DBE Subconsultant is proposed for use.

EXHIBIT E
ADDITIONAL PROVISIONS

2. Written description of the substitute business enterprise, including its business status, DBE certification number, and status as a sole proprietorship, partnership, corporation, or other entity.
3. Written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.

F. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

1. Give the reason Consultant is requesting substitution of the listed Subconsultant;
2. Give the listed Subconsultant five working days within which to submit written objections to DPAC and copies to the Caltrans Contract Manager;
3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
4. Be served by certified or registered mail to the last known address of the listed Subconsultant.

The listed Subconsultant, who has been so notified, shall have five working days within which to submit written objections of the substitution to the Caltrans Contract Manager. Failure to submit a written objection shall constitute the listed Subconsultant's consent to the substitution.

G. If written objections are filed by the listed Subconsultant, DPAC will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subconsultant of a hearing by Caltrans on Consultant's request for substitution.

EXHIBIT E
ADDITIONAL PROVISIONS

IX. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

A. If a DBE Subconsultant is decertified during the life of the Agreement, 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 Agreement, the Subconsultant shall notify Consultant in writing with the date of certification.

B. Consultant shall report any changes to the Caltrans Contract Manager within 30 days.

X. DBE/UDBE ELIGIBILITY

A. The dollar value of work performed by a UDBE is credited/counted toward the goal only after the UDBE has been paid.

B. Credit for UDBE Prime Consultants

Consultant, if a certified UDBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-UDBE Subconsultants.

C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies will count toward the DBE goal. 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 Agreement and of the general character described by the specifications.

2. If the materials or supplies are purchased from a DBE regular dealer, sixty percent (60%) of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in

EXHIBIT E
ADDITIONAL PROVISIONS

which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement 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 paragraph.

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

4. Credit for materials or supplies purchased from a DBE that 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.

D. Credit for DBE trucking companies will be as follows:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible. There cannot be a contrived arrangement for the purpose of meeting the DBE/UDBE goal.

2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

EXHIBIT E
ADDITIONAL PROVISIONS

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

6. For the purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

XI. TERMINATION OF DBE/UDBE

A. In conformance with 49 CFR 26.53 (f) (1) and 26.53 (f) (2):

1. Consultant shall not terminate for convenience a listed DBE Subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Caltrans Contract Manager to perform the work with other forces (other than Consultant's own personnel) or to obtain materials from other sources;

2. If a DBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to replace that original DBE subconsultant with another DBE subconsultant; and

3. If a UDBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to make GFE to replace the

EXHIBIT E
ADDITIONAL PROVISIONS

original UDBE Subconsultant with another UDBE Subconsultant to the extent needed to meet the Agreement goal.

B. Noncompliance by Consultant with the requirements of this section is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as Caltrans deems appropriate.

SCOPE OF WORK/DELIVERABLES

1. SCOPE OF WORK

Consultant shall perform professional and technical services required for cultural resource studies on the Caltrans' projects located in District 10. The required information and documentation shall be prepared for project environmental clearance under the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), Section 106 of the National Historic Preservation Act (NHPA), the January 1, 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), the *Memorandum of Understanding (MOU) between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Surface Transportation Project Delivery Pilot Program*, which became effective on July 1, 2007 and other applicable statutes, regulations, and Federal and State policies. The appropriate protocols, procedures, and document formats can be found in the Standard Environmental Reference (SER), Volume II of the *Environmental Handbook*. (http://www.dot.ca.gov/ser/envhand.htm).

A list of anticipated projects for District 10 is provided below; however this list is not exclusive. Caltrans intends to utilize this contract to complete specific cultural studies for each of the projects listed herein utilizing the services detailed by the scope of work. Caltrans may find it necessary to solicit a separate contract for a specific project listed herein that has the same scope of work as this contract. The Consultant shall not be excluded from competing for the award of a project-specific contract. This contract does not preclude Caltrans from creating future procurements involving listed projects and using a project specific contract format.

Project ID	CO	Route	PostMile	Project Name
10-0P600K	SJ	88	5.2/12.2	Comstock CAPM
10-0002-0018	CAL	4	R58.0/65.9	CAPM Calaveras County Rte 4
10-0000-0378	AMA	88	0.0/5.5	Jackson Valley Rehab
10-0000-0394	TUO	108	R4.0/R6.0	E. Sonora II- Data Recovery
10-0000-0409	SJ	99	15.0/18.6	South Stockton 6-lane
10-0000-0433	MER	152	R22.3/R25.8	Los Banos Bypass
10-0000-0033	CAL	4	43.8/44.2	Big Trees State Park

SCOPE OF WORK/DELIVERABLES

Project ID	CO	Route	PostMile	Project Name
10-0000-0060	TUO	108	5.7/6.2	VIA Este Left Turn Channeliazation
10-0000-0430	MER	99	4.6/10.5	Arboleda Dr Fwy
10-0000-0379	MER	165	11.7/26.7	Wolfsen Rehab
10-0A510_	SJ/STA	132	5.8/7.1	Vernalis Expressway
10-0A860_	MER	140	34.5/35.8	El Capitan Rehab
Project ID	CO	Route	PostMile	Project Name
10-0E500_	AMA	49	16.4/16.8	Jackson Add a Lane
10-0000-0025	CAL	4	R10.3/R16.4	SR4 Wagon Trail Realignment
10-0E520_	TUO	120	10.4/12.5	Yosemite Junction
10-0F020_	STA	132	2.4/7.1	Route 132 Stage III
10-0G340_	MPA	140	22.0/25.3	Midpines Summit Rehab
10-0G480_	SJ	120	6.9/8.5	Manteca Bypass Extension

The services shall be performed within Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, and Tuolumne Counties. Occasionally, it may become necessary for a District 10 project to extend into another District/County. In such instances, the project work shall not extend more than a 10-mile distance from the District 10 boundary.

2. SCOPE OF WORK/DELIVERABLES

A. Description of Required Services

1. The Consultant will provide all necessary personnel, material, equipment, transportation, and facilities to conduct and complete specialized studies in architectural history, California history, historic archaeology, and prehistoric archaeology. Activities required to complete these studies may include archaeological excavations and specialized data analyses (including, but not limited to, radiocarbon dating, obsidian hydration dating, identification and analysis of human remains, marine and terrestrial mammal bone, fish bone, and invertebrate remains, identification of macro and micro-botanical material, analysis of lithic artifacts , and geomorphologic analyses). Survey, recordation, and evaluation of standing architectural and engineering structures will

SCOPE OF WORK/DELIVERABLES

sometimes be needed. Consultant's reports shall comply with the content and format specified in Volume II of the *Environmental Handbook* as it is presented on the Standard Environmental Reference website (http://www.dot.ca.gov/ser/envhand.htm). The work will be performed pursuant to the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), Section 106 of the National Historic Preservation Act (NHPA), the Programmatic (PA), the Memorandum of Understanding (MOU) *between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Surface Transportation Project Delivery Pilot Program*, which became effective on July 1, 2007 and other applicable statutes, regulations, and Federal and State policies.

2. This contract is for various kinds of specialized work that must be completed for proposed highway projects. The work shall be performed by the Consultant through issuance of Task Orders by the Caltrans' Contract Manager.

3. The proposed projects may vary in scope and size, and may encompass any type of improvement to the State transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, limits, and scope of work to be performed will be described in each Task Order.

4. The Consultant's cultural resource studies shall be in support of and part of the required documentation for project approval under State and Federal environmental laws and regulations. Formal environmental compliance may be by Categorical Exemption/Exclusion, Negative Declaration/Finding of No Significant Impact or Environmental Impact Report/Environmental Impact Statement.

5. Caltrans shall be the lead State agency for environmental compliance for projects under the CEQA. Responsibilities with regards to NEPA, in most cases, will be that of Caltrans, since these responsibilities have been delegated to the Caltrans by the Federal Highway Administration.

B. Personnel

1. In responding to the Caltrans' Task Order and in consultation with Caltrans, the Consultant Project Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified in the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) (the qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities for purposes of historic preservation for Federal Undertakings). (http://www.nps.gov/history/local-

SCOPE OF WORK/DELIVERABLES

law/arch_stnds_9.htm). A Task Lead person (who may be other than the Project Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Task Lead person shall be the primary contact for the assigned Task Order and be available for communication with Caltrans.

2. After Caltrans' approval of Consultant's staff proposal and finalization of a Task Order, the Consultant may not add or substitute staff without Caltrans' prior approval. Caltrans' prior approval is required for addition or substitution of archaeological staff not identified in the cost proposal.

3. Throughout the life of this contract, Consultant shall retain within its firm or through subconsultants a staff of people qualified to perform each of the tasks listed in Sections E through Q of this Statement of Work. The Caltrans Contract Manager's prior approval is required for any substitutions or additions of key personnel identified on the project organization chart or Consultant's cost proposal. Substituted staff is subject to the same qualification requirements as the staff replaced.

C. Consultant Qualifications

1. Consultant will retain appropriately qualified staff to perform all work specified in a Task Order. Such staff must meet appropriate minimum qualifications as defined in the Caltrans Environmental Handbook, Volume II, Chapter 2 (http://www.dot.ca.gov/ser/envhand.htm), Attachment 1 of the *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*, and the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61). The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities for purposes of historic preservation for Federal Undertakings. Staff with expertise in GPS and ESRI GIS software will also be needed.

2. All staff must satisfy appropriate minimum qualifications as outlined in Attachment I of the PA and the Caltrans Environmental Handbook, Volume II (http://www.dot.ca.gov/ser/envhand.htm). Caltrans' prior approval is required for all historians and archaeological staff not identified on the Consultant's organization chart.

3. The Consultant shall provide a Project Manager to coordinate its operations under the contract with the Caltrans' Contract Manager. The Consultant's Project Manager shall be responsible for understanding the terms of this Contract and each Task Order and ensuring that all work conducted under this Contract and

SCOPE OF WORK/DELIVERABLES

each Task Order be carried out in accordance with the stipulations therein. The Consultant's Project Manager shall have minimum of three (3) years of experience managing similar contract. The Consultant's Project Manager shall be accessible at all times. The Consultant's Project Manager shall be responsible for all matters related to the Consultant's personnel and operations, including:

- Assigning qualified personnel to perform the required Task Order work, as specified.
- Administering personnel actions.
- Reviewing, monitoring, training, and directing the Consultant's personnel.
- Ensuring that monthly Progress Reports are submitted to the Caltrans' Contract and Task Order Managers for each Task Order in progress.

D. General Requirements

1. The Consultant shall carry out instructions as received from the Caltrans' Contract Manager and shall cooperate with the State, the FHWA, and any other consultants working on each Task Order.

2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this contract. In those instances for which the Consultant believes a better solution to a task being performed or a problem/issue being addressed is possible, the Consultant shall promptly notify the Caltrans' Task Order Manager of these concerns, together with the reasons therefore. However, Caltrans will make all final decisions on the scope of Consultant's activities and investigations.

3. The Consultant is required to coordinate activities and work closely with multiple stakeholders, including, but not limited to, the Caltrans' planners, engineers, and project managers, as well as engineering and construction firms contracted by Caltrans. Cultural resource work is a critical element of both project planning and construction schedules and must be accomplished in a timely fashion. Task Orders may be written for treatment of unanticipated finds encountered during project work. When unanticipated finds are encountered, a rapid response will be necessary to avoid costly construction delays.

4. The studies, reports, documents, and other materials furnished by the Consultant under this Scope of Work shall be of a quality acceptable to the Caltrans' Task Order Manager. The criteria for acceptance shall be a product of neat appearance that is well-organized, technically and grammatically correct, and one that complies with all applicable state and federal requirements and procedures, the PA, and the MOU. Products must also meet contemporary professional standards for cultural resources studies. Guidelines for reporting formats can be found in the Caltrans Environmental Handbook, Volume II (http://www.dot.ca.gov/ser/envhand.htm).

SCOPE OF WORK/DELIVERABLES

5. The Consultant shall have a quality control plan in effect during the entire time work is being performed under each Task Order. The plan shall establish a process whereby all preliminary review and draft reports and documents are checked for quality, completeness, and readability before submittal, and all project-related correspondence and memoranda are routed and received by affected persons and then retained in appropriate project files. The Caltrans' Contract Manager may request evidence that the quality control plan is in-place and functioning at any time.

6. The Consultant has total responsibility for the accuracy and completeness of all deliverables, including, but not limited to, studies, reports, plans and related designs, specifications, and estimates prepared for each Task Order and shall check all such materials accordingly. The Task Order deliverables will be reviewed by Caltrans for conformity with the Task Order. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

7. In responding to the Caltrans' Task Order and in consultation with Caltrans', the Consultant's Project Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed staff meet the appropriate minimum qualifications as specified in Section C.1 above. The Consultant shall assign Task Lead person (who may be other than the Project Manager) to conduct, or direct the conduct of, all work assigned under a single Task Order. The Task Lead person shall be the primary contact for the assigned Task Order and be available for communication with Caltrans.

8. The Consultant shall maintain a project file for each task performed under the contract. This file shall be made available to the Caltrans' Contract Manager or designee during normal work hours and shall be transferred to Caltrans' upon completion of work under the specific Task Order.

9. The Consultant shall assist Caltrans' in obtaining necessary approvals and permits. The Consultant shall identify all necessary approvals and permits, prepare signature-ready permit applications, and track the status of permit applications as specified in each Task Order. The Consultant shall apply for and obtain a fee-exempt encroachment permit from Caltrans' prior to the performance of any and all fieldwork within the State highway Right-of-Way.

10. When required, the Consultant shall utilize Native American Monitors/Advisors or Most-Likely Descendant as specified in the Task Order. Caltrans shall designate the appropriate Native American Monitors/Advisors or Most-Likely Descendants in the Task Orders. The Consultant shall comply with California Public Resources Code Section 5097.9 and Health and Safety Code Section 7050.

SCOPE OF WORK/DELIVERABLES

11. Additional standards for specific work may be included in the applicable Task Order. Such standards supplement and shall not conflict with the standards specified herein.

12. All records and background information (including, but not limited to, copies of the record search, books, copies of reports, maps, and manuscripts) shall become the property of Caltrans' at the completion of each study.

E. Cultural Resources Study Requirements – General

1. Specialized services that the Consultant must be prepared to perform itself or via a subconsultant include, but are not limited to:

   - historic and archaeological records searches,
   - archaeological surveys,
   - architectural history surveys in accordance with Office of Historic Preservation Standards (http://ohp.parks.ca.gov/),
   - Recordation and evaluation of historic engineering structures (including, but not limited to, bridges and canals),
   - ethnographic and ethnohistoric studies,
   - Native American consultation and coordination,
   - identification, exposure, recovery, and documentation of prehistoric and historic archaeological materials and features,
   - recognition, interpretation, and recordation of natural soils; the recognition, interpretation and recordation of California Holocene and late Pleistocene natural and cultural stratigraphy and any associated cultural deposits (geomorphology/geoarchaeology), as well as late Holocene historic strata,
   - laboratory processing, cataloging, analysis, and preparation of recovered archaeological materials (artifacts and ecofacts) for permanent curation,
   - technical studies including, but not limited to, radiocarbon dating, obsidian hydration and source analysis, vertebrate and invertebrate faunal analysis, micro- and macro-botanical specimen extraction and paleobotanical analysis, typological, technological, and functional analysis of historic and prehistoric artifacts (lithic, shell, bone, metal, ceramic, glass, and others),
   - preparation of maps, plans, soil or stratigraphic profiles, illustrations, photographs, and other records of archaeological and historical finds,
   - archaeological site stabilization and/or weatherization (including, but not limited to, the acquisition and placement of clean fill of specified particle size and the installation of rip-rap),
   - systematic removal of cultural deposits within the area of direct impact to identify and record features, stratigraphy, and other structural components prior to destruction by construction,
   - archaeological monitoring of highway construction activities,
   - identification of historic properties for eligibility to the National Register of Historic Places including archaeological resource evaluations, cultural or

SCOPE OF WORK/DELIVERABLES

historic resource evaluations, bridge evaluations, other engineering property evaluations, and historic architectural evaluations,
- identification and evaluation of architectural properties and engineering properties to determine if they are historical resources,
- research and development of thematic contexts for specific periods of significance to facilitate the identification and evaluation of specific cultural resource types,
- determinations of effects of undertakings on historic properties,
- recommending, developing, and implementing measures to mitigate possible adverse effects and significant impacts to historic properties and historical resources,
- recordations of historic buildings or structures in accordance with standards of the Historic American Buildings Survey (HABS) and/or the Historic American Engineering Record (HAER),
- preparation of descriptive and interpretive reports, websites, videos, and displays including those for public interpretation and outreach,
- developing GIS and Microsoft Access data consistent with existing District cultural resources databases, and
- collection of the field data necessary to enter points, lines, and polygons into the District cultural resources databases.

2. Cultural resource compliance documents the Consultant may be required to prepare include:
   - Historic Property Survey Reports (HPSR),
   - Historic Resources Compliance Reports (HRCR),
   - Determinations of Eligibility (DOE),
   - Data Recovery Plans (DRP) and Historic Property Treatment Plans (TR),
   - Archaeological Evaluation Reports (AER) (includes previously identified as Phase II reports),
   - Archaeological Survey Reports (ASR),
   - Historic Resource Evaluation Reports (HRER)-Architectural or Engineering,
   - Historic Resource Evaluation Reports (HRER)-Historic Archaeology,
   - Extended Phase I Reports,
   - Geoarchaeology/Geomorphology reports
   - Ethnography Reports
   - Findings of Effect (FOE),
   - Memorandums of Agreement (MOA),
   - Data Recovery (Phase III) Reports, and
   - screening memos.

3. The Caltrans' Contract Manager shall assign specific cultural resources studies to the Consultant through the issuance of Task Orders. Task Orders may include, but are not limited to; the following Work Breakdown Structure (WBS) defined Environmental Studies. Revisions to the current version of WBS (Release 10.1) during the life of the contract shall apply. The standard Caltrans

SCOPE OF WORK/DELIVERABLES

WBS is located in the Workplan Standards Guide for Delivery of Capital Projects and can be found on the Internet at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

WBS Code	Description
100	Project Management • Prepare Invoices • Prepare, circulate, and file correspondence and memos as appropriate • Perform scheduling and coordination • Progress reports • Sub-contract management
165.20	Perform Cultural Resource Studies
165.20.05	Perform Archaeological Survey
165.20.05.05	Prepare Area of Potential Effects (APE)/ Study Area Maps
165.20.05.10	Conduct Native American Consultation for Archaeological Survey
165.20.05.15	Perform Records and Literature Search
165.20.05.20	Conduct Field Survey
165.20.05.25	Prepare Archaeological Survey Report (ASR)
165.20.05.99	Prepare Other Archaeological Survey Products (for example, Department of Park Recreation (DPR) 523 forms)
165.20.10	Perform Extended Phase I (XPI) Archaeological Studies
165.20.10.05	Conduct Native American Consultation for Extended Phase I Activities
165.20.10.10	Prepare Extended Phase I Proposal
165.20.10.15	Conduct Extended Phase I Field Investigation
165.20.10.20	Analyze Extended Phase I Materials
165.20.10.25	Prepare Extended Phase I Report
165.20.10.99	Prepare other Extended Phase I Study Products
165.20.15	Perform Phase II Archaeological studies
165.20.15.05	Conduct Native American Consultation for Phase II
165.20.15.10	Prepare Phase II Proposal
165.20.15.15	Conduct Phase II Field Investigation
165.20.15.20	Analyze Phase II Materials
165.20.15.25	Prepare Archaeological Evaluation Report
165.20.15.99	Prepare Other Phase II Study products
165.20.20	Perform Historical and Architectural Resource Studies
165.20.20.05	Prepare Preliminary Area of Potential Effects Maps for Architecture
165.20.20.10	Prepare Historic Resource Evaluation Reports (HRER) – Historic Archaeology

SCOPE OF WORK/DELIVERABLES

WBS Code	Description
165.20.20.15	Prepare Historic Resources Evaluation Report (HRER) – Architectural and Engineering Properties
165.20.20.20	Prepare Bridge Evaluation
165.20.20.99	Prepare Other Historical and Architectural Products
165.20.25	Prepare and Process Cultural Resource Compliance Consultation Documents
165.20.25.05	Prepare Final Area of Potential Effects Maps
165.20.25.10	Perform PRC 5024.5 Consultation
165.20.25.15	Prepare Historic Property Survey Reports (HPSR) /Historic Resource Compliance Reports (HRCR)
165.20.25.20	Prepare Finding of Effect (FOE)
165.20.25.25	Prepare Archaeological Data Recovery Plan or Other Treatment Plan
165.20.25.30	Prepare Memorandum of Agreement
165.20.25.99	Prepare Other Cultural Resource Compliance Consultation Products
180.10.05.40	Conduct Section 106 Consultation and Prepare MOA
235.05.05	Perform Historical Structures Mitigation prior to construction contract award
235.05.10	Perform Archaeological and Cultural Mitigation prior to construction contract award
255.15	Perform Environmental Reevaluation
270.20.50	Technical Support for Construction (pre-construction meeting, monitoring, ESA designation, discovery evaluations and excavations, data recovery Phase III), HABS, HARE, public outreach, and any other mitigation measures completed during construction
270.25.15	Attend Pre-Construction Meetings
270.80	Perform mitigation/monitoring during construction
295.40	Perform mitigation/monitoring after construction contract acceptance

4. The Consultant shall only provide incidental non-Architecture and Engineering (A&E) services, such as office support and meeting support, necessary for the completion of the A&E tasks and/or deliverables covered by the scope of work and detailed in executed Task Orders. These incidental services shall only be provided to support the Consultant's personnel who are performing A&E services in this contract. The Consultant will not be reimbursed for any non-A&E services

SCOPE OF WORK/DELIVERABLES

provided to Caltrans unless provided in the fashion described herein. In addition, services to train Caltrans' staff shall not be provided by the Consultant under this contract.

5. Unless otherwise noted in Caltrans' Task Order, the following requirements shall apply to all cultural resource studies performed under this contract. Specific requirements for surveys and excavations are outlined in Section E through N of this Scope of Work.

   - The Consultant shall obtain copies of appropriate USGS topographic maps/ Digital Ortho Quads (7.5').
   - The Consultant shall be responsible for contacting appropriate historical societies or other groups for information about resources within the study area unless otherwise specified in the Task Order.
   - Caltrans shall be responsible for initially contacting appropriate Native American groups to identify concerns about resources within the study area.
   - Caltrans shall coordinate with the appropriate Native American group if the project is on land controlled by a federally-recognized Tribe.
   - The Consultant shall notify Caltrans' Task Order Manager or the designated representative at least one (1) week before fieldwork is scheduled to begin.
   - Unless otherwise specified in Task Order, Consultant shall initiate fieldwork within ten (10) business days of receipt of Caltrans' signed Task Order and Notice to Proceed.
   - Caltrans' prior written authorization is required for dissemination, in any form, of confidential or sensitive information (including, but not limited to, prehistoric site locations) received or developed by Consultant during Consultant's investigation.
   - The Consultant and the subconsultant's employees must sign a non-disclosure form that individual will not disclose information without prior written consent from the Caltrans' Contract Manager.
   - Caltrans' prior authorization is required prior to the publication of any data collected under a Task Order generated as a result of this contract.

F. <u>Archaeological Study Requirements - Phase I (Surveys)</u>

1. The Consultant shall undertake Phase I archaeological studies to identify archaeological (prehistoric and historic) and cultural (Native American or other ethnic) resources within the project Area of Potential Effects (APE). These

SCOPE OF WORK/DELIVERABLES

resources shall include not only prehistoric, ethnographic, and historic archaeological sites, but possible historic architectural resources (including, but not limited to, buildings, structures, and objects) observed during field visits and formal surveys. In the latter case, the Consultant is responsible for notifying Caltrans regarding the location of potential historic architectural or engineering resources in or near the APE.

2. Caltrans shall define the study area or APE for the undertaking. Unless otherwise specified in the Task Order, the Consultant shall conduct a records search at the appropriate California Historical Resources Information System office (CHRIS or Information Center). Information regarding the aerial extent for the records search will be specified in the Task Order. The Consultant will be required to incorporate record search information into GIS shapefiles, including survey boundaries and archaeological site locations and boundaries. Specific details regarding shapefile attributes should be coordinated with the Caltrans' Task Manager. The Consultant will also scan any site records that Caltrans does not already have and provide those in .pdf or other specified format to Caltrans.

3. The Consultant will conduct pre-field research, examining appropriate archaeological, ethnographic, and historical documents for the project area.

4. The following requirements pertain to Consultant's field methods for Phase I investigations:

   a. Physical, pedestrian survey coverage will include 100% of the project area, unless otherwise specified in the Task Order or by the Caltrans' Task Order Manager. Transect spacing will be commensurate with the terrain and vegetation coverage; however, unless specified in the Task Order, transects will be no greater than 49.2 feet apart. Surveys outside the existing Caltrans' Right-of-Way will take place only after Permits to Enter are obtained by Caltrans.

   b. In areas previously determined to be sensitive for subsurface archaeological deposits, every effort will be made during the Phase I survey to assess the subsurface stratigraphy of an area. Such as but not limited to all cuts, animal burrows, waterway sidewalls, and any other extant access to the subsurface. These observations will be supplied and accessed in the ASR.

   c. All prehistoric and historic archaeological sites shall be recorded following site recordation procedures described in the "Instructions for Recording Historical Resources" (Office of Historic Preservation, January, 1995) and Caltrans Environmental Handbook, Volume II (http://www.dot.ca.gov/ser/envhand.htm). At minimum, a Primary Record (DPR 523A), Archaeological Site Record (DPR 523C), a Location Map (7.5' Topo or Digital Ortho Quads (DPR 523J), and a Sketch Map (DPR 523K) for every archaeological site shall be provided to Caltrans and filed at the

SCOPE OF WORK/DELIVERABLES

regional office of the CHRIS. Artifacts shall not be collected during the Phase I survey without written permission from Caltrans' Task Order Manager. The Consultant is required to obtain the Primary Number and Site Trinomial for each site from the CHRIS prior to the completion of the ASR; final California Department of Parks and Recreation (DPR) 523 forms will contain the Primary Number and Site Trinomial and will be submitted with the final ASR.

d. Site Record updates are required for all previous recorded- archaeological sites in the APE or Study Area to ensure that the modern DPR 523 forms described in F.5.b are used and all site information is current and accurate. At minimum, a Continuation Sheet (DPR 523L) shall be provided to Caltrans and filed at the regional office of the CHRIS for every previously recorded archaeological site within the Study Area or APE.

e. Isolates shall be recorded and mapped at the direction of the Caltrans' Task Order Manager, as specified in the Task Order. A Primary Record (DPR 523A) and a Location Map (DPR 523J) indicating isolate location shall be provided to Caltrans and filed at the regional office of the CHRIS. Isolates shall not be collected during the Phase I survey without permission from Caltrans' Task Order Manager. Consultant is required to obtain the Primary Number for each isolate from the CHRIS; final DPR 523 forms will contain the Primary Number and will be submitted with the final ASR.

f. Project mapping shall include:

- Project Vicinity Map. This map is for general project orientation. By request, county base maps will be provided by Caltrans in hard copy and/or in digital format.

- Project Location Map (U.S.G.S. 7.5' topo or Digital Ortho Quads at its original/actual scale). This map depicts the area surveyed and location of all cultural resources identified.

- Project Study Area/Area of Potential Effects (APE). This map depicts the proposed project boundaries in addition to the area of archaeological (and architectural survey, when appropriate) coverage. This map shall be a rectified aerial photo at a scale of at least one inch equals 200 feet. The archaeological APE includes the entire extent of all archaeological sites and the entire historic parcel of architectural properties. The archaeological APE and architectural APE each shall be distinguished on the APE map unless otherwise specified. All cultural resources, and their boundaries, are plotted on this map. Caltrans will provide base maps in hard copy and/or digital format.

- Archaeological site map shall depict site boundaries, relative density of cultural material, and the location of all features and diagnostic artifacts.

SCOPE OF WORK/DELIVERABLES

Site boundaries must be depicted relative to the existing edge of pavement, right-of-way fence, and postmile markers. All site locations will be recorded with a GPS instrument, as described below in 5e. Universal Transverse Mercator (UTM) coordinates will be obtained and provided for several locations along the site boundary and for all major surface features.

5. Unless otherwise specified in the Caltrans' Task Order, the following records and reports shall be required for each Phase I investigation performed. Submittal requirements and review periods specified below shall apply unless otherwise specified in the Caltrans' Task Order.

   a. Historic Architectural and Engineering Resource Information. Within ten (10) days of the conclusion of each field event, the Consultant will notify Caltrans in writing of the presence of any architectural or engineering structures or features identified. A preliminary recommendation should also be made as to whether additional historic studies are needed, such as the preparation of an Historic Resource Evaluation Report (HRER). Photographs and a copy of the field map showing the location(s) of any historic architectural or engineering structures or features must be submitted at that time.

   b. Archaeological Site Records (DPR 523c forms). Caltrans may schedule a field review with the Consultant of all recorded archaeological sites prior to submittal of the draft site records. The purpose of the field review is to double-check all site descriptions, including locations and mapping information relative to the proposed project limits. Following the field review (within a time frame specified in the Task Order), the Consultant shall submit two (2) sets of the draft archaeological site records. For previously recorded sites, this submittal shall include all available previous versions of the site record. Caltrans will review the draft site records and return it to the Consultant with comments. Consultant shall make any necessary revisions and forward two (2) copies of each record to the appropriate Information Center to obtain permanent site trinomials.

   c. When appropriate, Consultant shall use the Caltrans Cultural Resource Database (CCRD) for documenting all cultural resources. The CCRD includes an Access database for creating DPR 523 forms, and an ArcView GIS Project for locational information. The Consultant shall contact the Caltrans' Task Order Manager for instructions and questions regarding the CCRD and expected products.

   d. Caltrans will provide the Consultant with a current template of the CCRD front-end in Access, as well as a back-end file, and instructions on how to operate the CCRD. All DPR 523 forms will be entered in this format. The final product delivered to Caltrans will include a standard writeable CD labeled with project information and CD contents, containing:

SCOPE OF WORK/DELIVERABLES

- the Consultant's backend file,
- JPG images of any photographs used in the DPR forms, labeled by trinomial or primary number, and
- PDF versions of all records entered in the CCRD, labeled by trinomial or primary number.

e. The Consultant will use Trimble Pathfinder Pro XR or XRS or comparable GPS unit to record the locations of all newly discovered archaeological sites. Evaluated historic buildings or engineering structures and their property boundaries may be located in space via GPS data or via polygons accurately mapped on a georeferenced or rectified map of known projection. Post-processed differential correction shall be performed on all GPS data files using data from an acceptable base station or alternate source. Positions shall have a horizontal accuracy of less than one foot. Features will be collected as point, line or polygon based on type. Consultant should request the most current Data Dictionary from Caltrans prior to fieldwork. The final product delivered to the Caltrans will include a standard writeable CD labeled with project information and CD contents. This CD will contain Trimble format raw data files (.ssf) and corrected data files (.cor). Corrected data shall be submitted in two formats:

- latitude/longitude, WGS 1984 datum, decimal-degree units, and
- USGS UTM Projection, for the appropriate CA area, and have units in feet.

All data shall be reviewed for completeness and accuracy prior to submission on CD.

f. Draft ASR. Archaeological survey results will be documented in an Archaeological Survey Report (ASR). If field survey results in the identification of sites, the Consultant shall submit three (3) copies of the draft ASR within the given time frame, or the specific number of copies as specified in the Task Order. The draft ASR shall include all illustrations, maps, site records, and original CHRIS search results. The document will follow the outline and content of the ASR guidelines presented in Volume II of the Environmental Handbook. Caltrans shall complete review of the draft within four (4) weeks after receipt, or as specified in the Task Order.

g. Final ASR. Consultant will submit the final ASR within four (4) weeks after receipt of Caltrans' comments on the Draft (or as specified in Task Order). In addition, Consultant will submit one (1) original ASR, including all original maps, illustrations, and photographs (with negatives or digital files). In

SCOPE OF WORK/DELIVERABLES

addition to hard copies of the reports, Consultant shall submit an electronic version on standard writeable CD in both MS Word and PDF versions.

G. Architectural and Engineering Resources – Phase I Survey

1. When appropriate and specified in a Task Order, Consultant will conduct an inventory of architectural and engineering resources within the APE or study area of the project.

   a. DPR 523A, 523B, 523D, or 523E Form. (http://ohp.parks.ca.gov/). The Consultant will complete a 523A, 523B, 523D, or 523E form for each architectural or engineering resource or district recorded (if not exempt from evaluation, as specified in Attachment 4 of the PA). (http://www.dot.ca.gov/ser/vol2/PA_04-EH.pdf).

   b. The Consultant will complete an HRER when there are architectural and/or engineering resources that are not exempt from evaluation.

   c. The HRER is a technical document used to document the identification and evaluation of buildings, structures, objects, bridges, districts, landscapes, irrigation systems, farms, industrial complexes, sites, roadways, railroads, canals, trails, and other built-environment resources within the APE, as well as evaluations of historical archaeological resources (see section H).

   d. After initiation of studies, three (3) copies, or a specific number as specified in the Task Order, of the draft HRER will be submitted within the time frame specified in the Task Order.

   e. Caltrans may provide a review of the draft HRER and return it to the Consultant with comments.

   f. Within two (2) weeks, or as specified in Task Order, after receipt of Caltrans comments on the draft HRER, Consultant shall submit ten (10) copies of the final HRER incorporating changes and additions requested by Caltrans. In addition, Consultant will submit one (1) reproducible original of the final HRER, including all maps and illustrations.

   g. In addition to hard copies of the HRER, Consultant shall submit an electronic version on standard writeable CD in both MS Word and PDF versions.

The above documents can be found on Caltrans Environmental Handbook, Volume II (http://www.dot.ca.gov/ser/envhand.htm).

SCOPE OF WORK/DELIVERABLES

H. Archaeological Study Requirements – Archaeological HRERs, Extended Phase I or Phase II Excavations, and Archaeological Evaluation Reports

1. Historical Resources Evaluation Report (HRER) –Archaeology

   a. The HRER for archaeology is a technical document used to evaluate historic archaeological resources without excavation.

   b. The HRER is an appropriate first step in the evaluation of an historic archaeological site and requires no excavation.

   c. Physical data within historic archaeological sites may add no information to the historic record if information is already extant in the written record. This fact can often be determined via archival research, preventing unnecessary expenditures of money and time excavating the site.

   d. After study initiation, copies of the draft HRER will be submitted within the given time frame, as specified in the Task Order.

   e. After receipt, Caltrans may provide a review of the draft HRER and return it to the Consultant with comments.

   f. After receipt of Caltrans' comments on the draft HRER, Consultant shall submit a specific number of copies of the final HRER incorporating the changes and additions requested by Caltrans, as specified in the Task Order.

   g. The Consultant will also submit one (1) reproducible original of the final HRER including all maps and illustrations.

   h. In addition to hard copies of the HRER, Consultant shall submit an electronic version on standard writeable CD in both MS Word and PDF versions.

2. When Extended Phase I and/or Phase II archaeological excavation is necessary, the following requirements shall pertain to the Consultant's excavation activities:

   a. Extended Phase I investigations shall be performed primarily to determine whether there is an archaeological resource within the project APE (presence/absence testing). Extended Phase I excavations may also be needed to identify the geoarchaeological sensitivity and/or geomorphology of the project APE. Extended Phase I excavations may be conducted to determine the presence of subsurface deposits at a known archaeological site.

   b. Phase II test excavations shall be performed primarily to determine if an archaeological resource located within the project APE has the integrity and research potential for it to be determined eligible for listing on the National

SCOPE OF WORK/DELIVERABLES

Register of Historic Places and/or the California Register of Historical Resources.

c. An archaeological site is an historic property if it meets one or more of the four criteria of the National Register of Historic Places (36 CFR Part 60.4).

d. An archaeological site is an historical resource under CEQA if it meets the criteria set forth in CEQA (PRC 21084.1) and the CEQA Guidelines (CCR 15064.5(3)).

3. Consultant's pre-field research should include:

   a. A visit to each site to be investigated.

   b. A comprehensive literature review of the appropriate regional studies conducted by other archaeologists to place investigation in proper temporal and regional context.

   c. A proposal, prepared in consultation with Caltrans, will include a research design and work plan, curation plan, Native American coordination (for prehistoric sites), a budget, and appendices as described in the Environmental Handbook Vol. II Exhibit 5.4 (http://www.dot.ca.gov/ser/envhand/htm).

   d. In the case of Phase II study, a research design and/or historic context of appropriate scale and depth requires a proposal that realistically identifies substantive regional research issues. The structure and content of this research design will follow the guidance provided in Vol. II of *Environmental Handbook*.

4. The Consultant shall provide its own equipment for the purpose of completing Extended Phase I or Phase II field and laboratory investigations. Caltrans may provide additional services and/or facilities, to be decided before implementation of any subsurface investigation, as defined in the Caltrans' Task Order.

5. After the completion of the fieldwork, the Consultant shall meet with Caltrans' Task Manager to determine the nature, depth, and necessity of any proposed ancillary studies (such as but not limited to technological analysis of flaked stone, faunal analyses, C-14 dating, obsidian hydration, obsidian source studies, and pollen analysis,) not specifically stated in the Task Order.

6. The Consultant shall coordinate with the appropriate curation facility that will store the recovered cultural materials for the purpose of obtaining a curation agreement, as appropriate, (http://drarchaeology.com/regs/36cfr79.htm). (http://ohp.parks.ca.gov/pages/1054/files/guide93.pdf). Curation arrangements and costs will be included in the Consultant's proposals.

SCOPE OF WORK/DELIVERABLES

7. Unless otherwise specified differently in Caltrans' Task Order, the following records and reports shall be required for each Extended Phase I or Phase II investigations performed. These submittals shall include a Microsoft Word file on rewriteable CD, or DVD. A PDF version shall also be submitted (refer to Task Order). These submissions will contain all pertinent files unless specified otherwise in the Task Order. Submittal requirements and review periods specified below shall apply unless otherwise specified in Caltrans' Task Order.

    a. Extended Phase I Proposal. After receipt of the Caltrans' Task Order, the Consultant shall submit a minimum of three (3) copies of an Extended Phase I proposal within the time frame specified in the Task Order. Caltrans may provide a review and return proposal with comments to the Consultant after its receipt. After receipt of comments, the Consultant shall submit a minimum of three (3) copies of the final proposal to Caltrans within one (1) week, or as specified in Task Order, incorporating all required changes. In addition, Consultant shall submit one (1) reproducible original, including all maps and illustrations.

    b. Extended Phase I Report. Consultant shall submit a minimum of three (3) copies of the draft Extended Phase I report within the time frame specified in the Task Order. Caltrans may provide a review and return report after its receipt, as specified in the Task Order. After receipt of comments, the Consultant shall submit a minimum of ten (10) copies of the final report within the given time frame (as specified in the Task Order) incorporating all required changes. In addition, Consultant shall submit one (1) reproducible original, including all maps and illustrations and an electronic version, as specified in the Task Order.

    c. Phase II Proposal. Consultant shall submit a minimum of three (3) copies of a Phase II within the time line specified in Task Order. Caltrans may provide a review and return proposal with comments to the Consultant after its receipt. The Consultant shall then submit a minimum of three (3) copies of the final proposal to Caltrans within two (2) weeks after receipt of the comments, incorporating all required changes. In addition, the Consultant shall submit one (1) reproducible original, including all maps and illustrations.

    d. Archaeological Evaluation Report (AER). The Consultant shall submit copies of the draft AER within the given time frame, as specified in the Task Order. Caltrans may provide a review and return report after its receipt. The Consultant shall submit copies of final report within the given time frame (as specified in the Task Order) incorporating all required changes. In addition, the Consultant shall submit one (1) reproducible original, including all maps and illustrations and an electronic version, as specified in the Task Order.

SCOPE OF WORK/DELIVERABLES

e. Site Record updates are required for all excavated archaeological sites to ensure modern 523 forms described in F.5.b are used and all site information is current and accurate. At minimum, a Continuation Sheet (DPR 523L) (http://ohp.parks.ca.gov/) describing the excavation location and extent and eligibility determinations (if applicable) shall be provided to Caltrans, filed at the regional office of the CHRIS, and appended to the appropriate report.

f. Miscellaneous Documentation Extended Phase I or Phase II. Caltrans shall determine the final disposition of any collections recovered as a result of Extended Phase I or Phase II investigations. Copies of all field notes, level records, photographs, profiles, catalog sheets, analysis sheets, and all other pertinent records, research documents, and correspondence accumulated during the course of the investigation shall be kept in a file by the Consultant and shall be submitted to Caltrans upon the completion of the project. The file and its contents will be well marked and organized.

8. Unless otherwise specified in the Caltrans' Task Order, the following requirements shall pertain to Consultant's archaeological excavations:

   a. Excavation unit size, methodology, and recording procedures shall be specified in the Task Order.

   b. Field excavation screen size(s) shall be 1/8th inch unless otherwise specified in the Task Order.

   c. At a minimum, units shall be excavated to the depth of sterile subsoils, or when a significant reduction in cultural material occurs. In-field consultation between the Consultant and the designated Caltrans representative shall provide input on unit termination when appropriate. In some cases, the Consultant will be required to excavate units well into sterile soil to determine the presence of deposits buried under alluvium or other deposited materials.

   d. All cultural items (including, but not limited to faunal remains, ground stone, flaked stone, plant macrofossils, historic artifacts, recent historic items, and in some cases, fire-affected rock) shall be saved and cataloged in accordance with accepted professional standards. The accession number for each collection shall be consistent with cataloging procedures of the curatorial facility to which the collection will be housed.

   e. After the completion of any unit, it shall be photographed and at least one (1) wall shall be profiled. Soil sample collection for analysis shall be specified in the Task Order. The unit shall be back filled and only left open temporarily at the request of Caltrans for comparison with other units in the vicinity.

SCOPE OF WORK/DELIVERABLES

f. The Consultant shall place safety coverings over each excavation unit left open and unattended. The covering should be of sufficient strength to prevent heavy equipment, cattle, horses, or humans from falling into the unit.

g. Prior to excavation, the Consultant shall submit to Caltrans for review its proposed items such as but not limited to field forms, including level records, photo logs, catalog sheets, and analysis sheets. Caltrans may require the Consultant to modify these field forms.

h. A Native American Monitor, from an appropriate local group (or groups), shall be present during any subsurface investigation of a known prehistoric archaeological site, whether it involves trenching, auger borings, shovel tests, or unit excavation. Caltrans shall advise the Consultant on Native American consultation matters. Caltrans shall determine the appropriate individual or individuals to serve as Native American monitors.

i. The Consultant will enter into a curation agreement for each project where the recovery of archaeological remains shall be involved. The Consultant shall coordinate with the selected curatorial facility in order to catalog and prepare collections in accordance with requirements of that curatorial facility. The curation facility must meet the appropriate Federal and/or State standards. Curation requirements and responsibilities will be detailed in the Caltrans' Task Order. All materials subject to curation shall be appropriately accessioned and boxed by the Consultant and delivered (not shipped) to the selected curatorial facility. Delivery shall be coordinated with Caltrans.

I. Historic Property Survey Report (HPSR) and Historical Resources Compliance Report (HRCR)

1. The HPSR is an umbrella document that summarizes efforts to identify cultural resources within the APE of the undertaking and efforts to determine if these resources are historic properties eligible to the National Register of Historic Places. The HPSR summarizes results of the ASR, HRER, AER, and Bridge Evaluation documents. The HPSR is the primary document used to fulfill the requirements of 36 CFR Part 800.4 and 800.11 for federal undertakings. The HPSR provides the consulting parties, including SHPO, information on efforts to identify and evaluate cultural resources to determine if they are historic properties. The HPSR may also address the effects of the undertaking on historic properties.

2. The Consultant may be required to prepare a HPSR on a project by project basis. Format for preparation of the HPSR is provided in Caltrans Environmental Handbook, Volume II (http://www.dot.ca.gov/ser/envhand.htm). Time frame will be specified in the appropriate Task Order.

SCOPE OF WORK/DELIVERABLES

3. The HRCR documents all historical resources located within the Project area; it discusses the results of the ASR, HRER, Bridge Evaluation, AER, and other study documents. The HRCR is prepared for CEQA-only projects (where there is no federal involvement). This includes local agency projects when Caltrans is the lead agency under CEQA. The HRCR 1) summarizes identification efforts for cultural resources; 2) provides a description of the historical resources (meet California Register criteria of significance) identified; 3) contains a discussion of why the resources were determined to be historical resources; 4) has an assessment of the impacts of the project on each historical resource identified; and 5) presents measures to mitigate project impacts on each resource. The number of draft and final copies will be specified in each Task Order.

4. The Consultant may be required to prepare a HRCR on a project-by-project basis; this will be specified in the Task Order. Time frames for deliverables will be specified in each Task Order.

J. Finding of Effect (FOE)

1. For Federal undertakings, the Consultant may be required to prepare a Finding of Effects (FOE), if the finding is adverse, a Memorandum of Agreement (MOA) and Data Recovery Plan (DRP) or Treatment Plan (TP), if appropriate, will be required. Contents of the FOE, MOA, and DRP/TP shall conform to those specified in Caltrans Environmental Handbook, Vol. II (http://www.dot.ca.gov/ser/envhand.htm).

2. The Consultant shall submit to Caltrans a minimum of three (3) copies of the draft FOE package according to the time line specified in the Task Order. Caltrans will provide a review of the FOE and return it to the Consultant with comments. The Consultant shall make any required changes and return the document. A minimum of ten (10) copies of the final FOE package will be provided to Caltrans. In addition, the Consultant shall submit one (1) reproducible original, including all maps, photographs, and illustrations. Also, an electronic version of the document shall be submitted by the Consultant in a format specified in the Task Order.

K. Treatment Plan (TP) or Data Recovery Plan (DPR)

1. If the finding is adverse for an archaeological site, a Data Recovery or Treatment Plan is usually required.
2. The Consultant will be tasked to prepare a treatment or data recovery plan via Task Order.
3. The schedule of completion will be specified in the Task Order.
4. The Data Recovery Plan will follow the guidance specified in the Environmental Handbook, Vol. II., EXHIBIT 5.6 *Data Recovery Plan Format and Content Guide.* (http://www.dot.ca.gov/ser/envhand.htm.)

SCOPE OF WORK/DELIVERABLES

L. Determination of Eligibility (DOE)

1. A separate determination of eligibility (DOE) may be required for cultural resources. Should Caltrans determine that a resource cannot be avoided by a project, the Consultant may be required to prepare a separate document that addresses eligibility. The DOE format is followed when previous studies have been conducted at the site or structure or there is sufficient information available to make a determination of eligibility (such as but not limited to, historic records, and prior test results). The DOE shall conform to the specifications presented in Caltrans Environmental Handbook, Vol. II (http://www.dot.ca.gov/ser/envhand.htm).

2. The Consultant shall submit to Caltrans a specified number of copies of the draft DOE within the given time frame specified in the Task Order. Caltrans will review and return this document to the Consultant within the timeframe specified in Task Order. The Consultant shall make any required changes and return copies (as specified in the Task Order) and one (1) original of the DOE, including all maps, photographs, and illustrations. Also, an electronic version of the document shall be submitted by the Consultant in the format specified in the Task Order.

M. Phase III Data Recovery Excavations, Analysis, Reports, and Curation

1. Phase III data recovery excavations shall be undertaken when it is necessary to mitigate adverse effects or substantial adverse change to archaeological sites found eligible for listing on the National Register of Historic Places or sites that are historical resources for purposes of CEQA. These excavations will follow the Data Recovery/ Treatment Plan finalized and attached to the undertaking MOA.

2. The Consultant shall provide its own equipment for the purpose of completing Phase III field and laboratory investigations. Caltrans may provide additional services and/or facilities, to be decided before implementation of any subsurface investigation, as defined in the Caltrans' Task Order.

3. Caltrans will review and return proposal with comments to the Consultant after its receipt. Consultant shall then submit ten (10) copies of the final proposal, incorporating comments, to Caltrans within the time frame specified in the Task Order. In addition, the Consultant shall submit one (1) reproducible original, including all maps and illustrations.

4. The Consultant must be responsive to the critical timing of the Phase III field effort. The fieldwork must be completed between the encumbering of construction funds and the beginning of construction.

5. The Consultant will start excavations on the date specified in the Task Order and complete the excavations by the date specified in the Task Order.

SCOPE OF WORK/DELIVERABLES

6. The Consultant shall follow all standard requirements regarding data recovery reports in the Environmental Handbook, Vol. II, (http://www.dot.ca.gov/ser/envhand.htm), EXHIBIT 5.8 Archaeological Data Recovery (Phase III) Report Format and Content Guide.

7. The Consultant shall submit copies of the Draft Phase III report within the given time frame, as specified in the Task Order. Caltrans will review and return report to the Consultant after its receipt.

8. The Consultant shall submit ten (10) copies of the final report, unless otherwise specified, three (3) months after the receipt of Caltrans' comments. The final report will incorporate all required changes. In addition, the Consultant shall submit one (1) reproducible original, including all maps and illustrations. Also, the Consultant shall submit an electronic version of the document in a format specified in the Task Order.

9. Site Record updates are required for all excavated archaeological sites to ensure modern 523 forms described in F.5.b are used, and all site information is current and accurate. At minimum, a Continuation Sheet (DPR 523L) (http://ohp.parks.ca.gov/) describing the excavation location and extent and eligibility determinations (if applicable) shall be provided to Caltrans, filed at the regional office of the CHRIS, and appended to the appropriate report.

10. Miscellaneous Documentation Phase III

    Caltrans shall approve the final disposition of any collection recovered as a result of Phase III investigations. If at all possible, this collection will be curated with the Phase II collection generated earlier in the history of the project. Copies of all field notes, level records, photographs, profiles, catalog sheets, analysis sheets, and all other pertinent research, records and correspondence kept during the course of the investigation shall be kept in a file by the Consultant and shall be submitted to Caltrans upon the completion of the project.

N. Archaeological Monitoring of Construction Activities

Unless otherwise specified in Caltrans' Task Order, the following requirements shall pertain to Consultant's monitoring activities:

1. At the direction of the Caltrans' Task Order Manager, the Consultant shall undertake monitoring of construction activities to identify the presence or absence of intact subsurface cultural materials not previously identified within a construction area. If new cultural deposits are revealed during monitoring activities and it is determined, in consultation with Caltrans, that data recovery efforts are required, the Consultant may be responsible for conducting those efforts.

SCOPE OF WORK/DELIVERABLES

2. Consultant's Pre-construction Activities:

   a. In most cases, the Consultant will be required to attend a pre-construction meeting.

   b. A visit to each construction area to be monitored will be undertaken in advance of construction.

   c. The Consultant will review all of the archaeological reports that identified the need for construction monitoring. This includes a comprehensive literature review of archaeological reports for that area that characterize the potential types of archaeological deposits and their content that may be encountered during construction monitoring.

   d. The Consultant shall provide its own equipment for the purpose of completing all monitoring activities. Caltrans may provide additional services and/or facilities, to be decided before implementation of construction monitoring, as defined in Caltrans' Task Order.

   e. The Consultant may be required to provide a Safety Plan prior to construction. The Consultant will adhere to the Construction Company's Safety Plan and Caltrans 'safety protocols and policies.

3. If monitoring results are negative for archaeological deposits, the Consultant shall submit a minimum of three (3) copies of the draft Construction Monitoring Report (CMR) within three (3) weeks, or as specified in the Task Order, of completion of monitoring activities. The draft CMR shall include all required maps, stratigraphic profiles, and photographs. Caltrans will complete review of the draft CMR and return it to the Consultant with comments. Within four (4) weeks after receipt of Caltrans 'comments, the Consultant shall submit a minimum of ten (10) copies of the final CMR, incorporating changes and additions as requested by Caltrans. In addition, Consultant will submit one (1) reproducible original CMR including all original maps, illustrations, and photographs (including negatives).

4. If intact cultural deposits are revealed during monitoring activities, the Consultant shall inform the Caltrans' Resident Engineer of the necessity of halting work in the area of the deposits. Immediately thereafter, the Consultant shall contact the Caltrans' Task Order Manager and consult on the eligibility of the identified deposits. If necessary, the Consultant may conduct data recovery efforts.

5. If Caltrans determines that data recovery efforts are necessary, Caltrans may choose to issue a Task Order for the additional work, prepare a separate contract for the data recovery work, or may perform the work in-house.

SCOPE OF WORK/DELIVERABLES

6. If Caltrans issues a Task Order for the data recovery work, the Consultant shall prepare a proposal within five (5) days of receipt of the Caltrans' Task Order, unless this situation was anticipated and a plan is already in place. Unless otherwise specified in the Task Order, the Consultant's proposal shall outline the scope of work, schedule of investigation, purposes of the investigation, field and recordation techniques to be employed, analytical techniques to be employed, Native American consultation/monitoring efforts, curation requirements, appropriate safety measures to be taken, and a research design of appropriate scale and depth for the purposes of meeting the objectives of the investigation, as outlined in Caltrans' Task Order.

O. Public Information and Outreach for Prehistory and History

An outreach and information program may be initiated throughout the life of the project and may be prepared for public venues, schools, and museums, among other forums. The public information and outreach may include, but is not limited to: displays, Internet websites, artifact reproductions, videos, lectures, training programs, reports, brochures, and non-technical publications for public audiences. All information provided to the public shall be approved by the Caltrans' Task Manager in writing prior to release. (Note: Most detailed archaeological and ethnographic information is exempt from both the State Public Records Act and Federal Freedom of Information Act and so, not subject to disclosure requirements. Also, use of CHRIS prohibits the distribution of such information to inappropriate entities.)

P. Meetings and Coordination

1. Following completion of fieldwork, the Consultant shall meet with Caltrans monthly and submit a monthly progress report to the Caltrans' Task Order and the Caltrans' Contract Manager. This will continue until Caltrans' acceptance and approval of all deliverables required under a Task Order.

2. The Consultant shall be available, on five (5) days' notice, to meet with Caltrans for several purposes. These include, but are not limited to, participating in State Project Development Team (PDT) meetings; attending public meetings where an expert on archaeology or architectural history is required; participating in any public hearings necessary for the project; and providing technical expertise on an as-needed basis.

3. The Consultant shall request approval from Caltrans before any and all contacts with staff of the State Office of Historic Preservation.

4. In almost all cases, Caltrans will retain responsibility for all consultation, both formal and informal, with the Federal Highway Administration or State Office of Historic Preservation. Consultant may contact the State Office of Historic Preservation, the Native American Heritage Commission, Regional

SCOPE OF WORK/DELIVERABLES

Clearinghouse of the California Historical Resources Information System, and other agencies, institutions, researchers or groups for the purpose of obtaining specific information, expertise, and assistance. The Consultant will maintain a record of all such contacts and will transmit copies of these records to Caltrans.

5. Unless otherwise specified in the Task Order, the Consultant will be responsible for obtaining Native American monitors or participants in coordination with Caltrans.

6. At Caltrans' request, the Consultant shall conduct a field review for the Caltrans' environmental staff of any resources identified during the Consultant's field studies.

Q. <u>Deliverables</u>

1. The Consultant will provide services and deliverables for each Task Order in close liaison with Caltrans. Time is of the essence. Caltrans shall exercise review and approval functions through the Caltrans' Contract Manager at key points, as specified in each Task Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order issued under this Agreement.

2. If the Consultant fails to submit the required deliverable items set forth in each Task Order issued by the Caltrans' Contract Manager, Caltrans shall have the right to withhold payment and/or terminate this Agreement in accordance with the termination provisions of the contract. If the Agreement is terminated, the Consultant shall at Caltrans' request, return all materials recovered or developed by the Consultant under the agreement including, but not limited to, photos, field notes, artifact collections, catalogs, computer data files, maps, and reports.

3. The Consultant shall prepare and update a critical path method (CPM) network (such as, but not limited to, Gantt Chart diagram) for each Task Order issued by the Caltrans' Contract Manager showing a deliverables schedule as well as other milestones needed for Caltrans' review of project status.

4. The Consultant shall obtain written approval from the Caltrans' Task Order Manager of acceptance for each of the following products (deliverables). Other deliverables identified in the Caltrans' Task Orders must be approved by the Caltrans' Contract Manager:

   - DPR 523 Record Forms
   - Archaeological Survey Reports (ASR)
   - Historical Resources Evaluation Reports (HRER) – Archaeology
   - Historical Resources Evaluation Reports (HRER) – Architectural History
   - Proposals for Extended Phase I Studies
   - Extended Phase I Reports (XPI)

SCOPE OF WORK/DELIVERABLES

- Phase II Test Excavation Reports (usually in form of Archaeological Evaluation Reports)
- Proposals for Phase III Excavations
- Phase III Excavation Reports
- Extended Phase I, Phase II, and Phase III Preliminary Reports, if appropriate
- Historic Property Survey Reports (HPSR)
- Historical Resources Compliance Reports (HRCR)
- Finding of Effects
- Treatment Plan
- Data Recovery Plan
- ESA Action Plan
- Construction Monitoring Report
- Draft MOA
- Public Information and Outreach Deliverables

5. All records generated (including, but not limited to, record search, historic maps, reports, photographs, federal records, state records, court records, documents, books, articles and maps) shall be submitted to Caltrans and become the property of Caltrans upon completion of the project.

6. When the Consultant is required to prepare and submit deliverables, such as but not limited to studies, reports, and plans, to Caltrans as required by any Task Order issued by the Caltrans' Contract Manager, these documents will be reviewed. The documents shall be submitted in draft as scheduled and the opportunity provided for Caltrans to direct revisions, prior to final submittal. The Consultant shall also submit an electronic copy of each report required under this Agreement in a specified format (CD or DVD), and one hard copy. The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital submission indicating the contents of each file. The specific schedule for Caltrans 'review of the Consultant's submittals will be specified in the Task Order issued by the Caltrans' Contract Manager.

7. The Caltrans' Task Order Manager will prepare a milestone schedule for each Task Order. Milestones may be changed by written agreement between the Caltrans' Contract Manager and the Consultant's Project Manager, in consultation with the Task Order Manager. Prior to concluding such an agreement, the Caltrans' Contract Manager will obtain the necessary Caltrans approvals.

R. <u>Standards</u>

1. All studies shall be performed in accordance with the January 1, 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*

SCOPE OF WORK/DELIVERABLES

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), the *Memorandum of Understanding (MOU) between the Federal Highway Administration and the California Department of Transportation Concerning the State of California's Participation in the Surface Transportation Project Delivery Pilot Program*, which became effective on July 1, 2007 and other Caltrans regulations, policies, procedures, formats, and standards, including compliance with all Federal Highway Administration (FHWA) requirements as implemented and interpreted by Caltrans.

2. All work performed under this contract shall follow the protocols, procedures, and format specifications outlined in the Caltrans Environmental Handbook, Vol. II (http://www.dot.ca.gov/ser/envhand.htm) and the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (Federal Register, Vol. 48, No. 190, September 1983). http://www.nps.gov/history/local-law/arch_stnds.

S. Safety

All work shall be performed in conformance with all applicable occupational health and safety standards, rules, and instructions issued by the State of California, the U.S. Government, and Caltrans, in the performance of Task Order work. Consultant is responsible for the safety of Consultant personnel during fieldwork. Consultant's field personnel shall wear white hard hats and yellow ANSI Class 2 safety vests while working within the State Highway Right-of-Way and shall comply with all safety requirements (including, but not limited to, vehicle parking) identified in the Caltrans' Task Order and the latest edition of the Caltrans Safety Manual, found at http://www.dot.ca.gov/hq/opo/safety/safetymanual_toc.htm.

1. General Safety

   In addition to the requirements specified elsewhere in this contract, the following also shall apply:

   a. The Consultant shall comply with OSHA regulations, applicable to the Consultant, regarding safety equipment and procedures. The Consultant shall comply with safety instructions issued by Caltrans, and the safety provisions included in the Caltrans Safety and Traffic Manuals (http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual-current.htm).

   b. The Consultant shall provide its personnel, at no cost to Caltrans, all safety equipment, such as, but not limited to: gloves, coveralls, sunscreen, insect repellents, hard hats, eye protection, safety shoes, and approved safety vests at all times while working in the field.

SCOPE OF WORK/DELIVERABLES

c. Fieldwork shall not be performed when conditions prevent a safe and efficient operation and shall only be performed with written authorization by Caltrans.

d. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all Consultant's field personnel, including training required for working on and near highways.

e. Consultant shall be solely responsible for the health, safety, and protection of its employees, subconsultants and subconsultants' employees in performance of this contract.

Pursuant to the authority contained in Section 591 of the Vehicle Code (http://dmv/ca/gov/pubs/vctop/vc591.htm), Caltrans has determined that within areas that are open to public traffic, the Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

2. Traffic Control
If specified in the Task Order, Caltrans will provide Traffic Control to accomplish the work within Caltrans' Right-of-Way. When Caltrans is to provide Traffic Control, the Consultant must request the Traffic Control in advance of the work to obtain proper clearance. Limited work hours, night work or weekend work may be necessitated by the closure schedule that is approved by Caltrans for work on State freeways or highways. For work outside of Caltrans' Right-of-Way, the Consultant shall provide Traffic Control in coordination with the appropriate local jurisdiction and/or private owners.

If the Task Order specifies the Consultant to provide traffic control or traffic control devices, the Consultant shall fulfill the following requirements:

a. Department of Transportation's Standard Specifications (dated 2010, including future revision to this manual): This Agreement cites specific portions of the Caltrans' Standard Specifications. Only the sections of the Standard Specifications cited in this Agreement are requirements and are hereby incorporated by this reference as if attached to this Agreement. All other portions of the Standard Specifications are not applicable to this Agreement. The Standard Specifications can be accessed via the internet at http://www.dot.ca.gov/hq/esc/oe/.

b. Submit a traffic-handling plan to the Caltrans' Task Manager for review and comment at least 10 working days prior to the start of work.

c. Comply with the traffic control requirements in the Caltrans' "Standard Specifications" including future revision to this manual, Section 7 (Public

SCOPE OF WORK/DELIVERABLES

Convenience, Public Safety) and Caltrans' "Standard Plans", Section 12, and one or more of the following Caltrans Standard Plans, as applicable: Plan No. T10 (Traffic Control System for Lane Closure on Freeways and Expressways); Plan No. T11 (Traffic Control System for Lane and Complete Closures on Freeways and Expressways); Plan No. T12 (Traffic Control System for Lane Closure on Multilane Conventional Highways); Plan No. T13 (Traffic Control System for Lane Closure on Two Lane Conventional Highways); Plan No. T14 (Traffic Control System for Ramp Closures). (Refer to: http://www.dot.ca.gov/hq/traffops/signtech/signdel/stdplans.htm)

d. Obtain the necessary approvals and encroachment permits.

e. The Consultant shall provide all labor, equipment, and materials that are required for placing, operating, maintaining, repairing, replacing, transporting and removing of traffic control and traffic control devices.

f. This work includes furnishing, placing and maintaining required signs, safety equipment, and traffic control and warning devices in accordance with the Manual of Traffic Controls published by the Department of Transportation. (http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual-current.htm). The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Consultant a Certificate of Compliance in conformance with the provisions in Section 6, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied. For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications, Section 6.

g. Conduct operations so as to offer the least possible obstruction and inconvenience to the public and to have under traffic control no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public. All public traffic shall be permitted to pass through the work with a minimum of inconvenience and delay.

h. Implement protective measures that are necessary to prevent accidents or damage or injury to the public. No operations shall create a condition hazardous to traffic or to the public.

i. If an accident or other incident (related to or not related to the work being done for Caltrans) occurs within, or close to the work being done for Caltrans, the Consultant shall immediately stop work and remove traffic controls from the highway unless public health, welfare and safety is endangered by

SCOPE OF WORK/DELIVERABLES

unfinished work or by removal of the traffic control devices. After free traffic flow is restored, other work required by the Task Order may be resumed.

j. Enter and leave the highway via existing ramps and crossover in the direction of public traffic. There will be no movement across lanes.

k. All trucks or other mobile equipment leaving the public traffic lane to enter the work area shall slow down gradually in advance of the turnoff to allow following traffic an opportunity to slow down.

l. All work requiring traffic control requires the Consultant to apply for and obtain a lane closure number before the start of any work that may affect traffic. The Consultant shall request lane closure numbers in accordance with the procedures specified in the Encroachment Permit Projects Traffic Control Procedures" which can be found at the following web site. http://www.dot.ca.gov/hq/traffops/developserv/permits/encroachment_permits_manual/index.html. The Consultant shall use the "Request for Transportation Management Plan Datasheet" to request all lane closures necessary to complete the work. The Consultant shall submit the Request for Transportation Management Plan Datasheet to the Task Order Manager for review and approval. Once the Task Order Manager has reviewed the lane closure request the Consultant shall then fax the "Request for Transportation Management Plan Datasheet" (see Appendix E) on http://www/dot.ca.gov/hq/traffops/systemops/tmp-lcs/index/htm) to Caltrans' Department of Traffic Management (DTM). Additional time beyond the minimum seven (7) days advanced notice may be required for obtaining traffic control approval.

m. Any damage caused by Consultant to existing facilities, landscaping or irrigation within the Caltrans' Right-of-Way shall be replaced in kind by the Consultant at the Consultant's expense.

n. Unless otherwise specified in a Lane Closure Chart(s) and/or approved by the District Traffic Manager, Traffic Control shall occur only between 9:00 am and 3:00 p.m., Mondays through Friday except for holidays.

T. <u>Information and Materials to be Provided by Caltrans (when available)</u>

1. Reproducible project map(s) and/or aerial photographs.

2. Project Map depicting Area of Potential Effects (APE) or Study Area.

3. Data and information from other relevant on-going and previous studies conducted and prepared by Caltrans.

SCOPE OF WORK/DELIVERABLES

4. Caltrans Cultural Resources Database (CCRD) Access template for documenting cultural resources within CCRD and creating DPR 523 site records.

U. Work to be Performed by Caltrans

1. The Caltrans' Contract Manager will designate a Task Order Manager to manage each specific Task Order.

2. The Caltrans' Contract Manager, in cooperation with the Task Order Manager, shall decide all questions, which may arise regarding the work performed for this contract. The Task Order Manager or designee will review all cultural resource document deliverables for compliance, substance, and quality.

3. Coordination with various public agencies and jurisdictions to obtain any necessary permits (except federal permits required for archaeological investigations on federal land).

4. Caltrans will provide Permits to Enter for private property access. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify the Caltrans' Task Order Manager within 48 hours if permission has been denied. The Consultant staff shall carry the Permits to Enter on their person while performing work outside the Caltrans' Right-of-Way. No work shall be performed by the Consultant outside the Caltrans' Right-of-Way without Permits to Enter.

5. Caltrans shall coordinate with the Native American Heritage Commission (NAHC) to determine the Native American contacts and Most Likely Descendent, as appropriate.

V. Payment

Caltrans will not pay for work that does not conform to the requirements of this Agreement and the applicable Task Order.

W. Consultant Reports and/or Meetings

1. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Task Order Manager and Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.

SCOPE OF WORK/DELIVERABLES

2. Progress reports shall identify the total number of hours worked by the Consultants and Subconsultants' personnel by use of the Caltrans' WBS level element(s) (see **http://www.dot.ca.gov/hq/projmgmt/guidance.htm**).

3. The Consultant's Task Order Manager shall meet with the Caltrans' Contract Manager as needed to discuss progress on the Agreement.

X. Period of Performance

This is a five (5) year contract. Task orders will be issued and executed during the first three (3) years of this contract. The remaining two (2) years will allow for the completion of those executed Task Orders. Amendments to such Task Orders will be allowed during the last two (2) years of the contract, but no new Task Orders will be issued during that two (2) year period.

SCOPE OF WORK/DELIVERABLES

List of Abbreviated Terms

A&E	Architecture and Engineering
AER	Archaeological Evaluation Reports
APE	Area of Potential Effects
ASR	Archaeological Survey Reports
CCRD	Caltrans Cultural Resource Database
CEQA	California Environmental Quality Act
CHRIS	California Historical Resources Information System office
CMR	Construction Monitoring Report
CPM	Critical path method
DOE	Determinations of Eligibility
DPR	Department of Park Recreation
DRP	Data Recovery Plan
DTM	Department of Traffic Management
FOE	Findings of Effect
FHWA	Federal Highway Administration
HABS	Historic American Buildings Survey
HAER	Historic American Engineering Record
HRCR	Historic Resources Compliance Reports
HRER	Historic Resource Evaluation Reports
HPSR	Historic Property Survey Reports
MOU	Memorandum of Understanding
NAHC	Native American Heritage Commission
NEPA	National Environmental Policy Act
NHPA	Section 106 of the National Historic Preservation Act
OSHA	Occupational Safety and Health Administration
PA	*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*
PDT	Project Development Team
SER	Standard Environmental Reference
SHPO	State Office of Historic Preservation
TP	Plan Treatment Plan
TR	Historic Property Treatment Plans
UTM	Universal Transverse Mercator
WBS	Work Breakdown Structure
XPI	Extended Phase I