

INFORMATION HANDOUT

For Contract No. 09-340904

At Mno-395-72.5/86.0

Identified by

Project ID 0900020091

PERMITS

United States Department of Agriculture, Forest Service

Special Use Permit (for the Area for Use PM 80.6)

United States Army Corps of Engineers

SPK-2015-00484

Preliminary Jurisdictional Determination

WATER QUALITY

California Regional Water Quality Control Board

Lahontan Region

Board Order No. R6T-2015-0050

AGREEMENTS

California Department of Fish and Wildlife

Notification No. 1600-2015-0099-R6

PERMITS

United States Department of Agriculture, Forest Service

Special Use Permit (for the Area for Use PM 80.6)

Authorization ID: BRI583
Contact Name: CALTRANS
Expiration Date: 12/31/2020
Use Code: 522

FS-2700-4 (V. 01/2014)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: ORGANIC ADMINISTRATION ACT June 4, 1897

CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT 9 500 SOUTH MAIN STREET BISHOP CA 93514 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the Humboldt-Toiyabe National Forest, Bridgeport Ranger District of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers approximately 0.21 acres in Sec. 23, T. 5 N., R. 24 E., MT. DIABLO MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This permit issued for the purpose of:

Staging area located north of the town of Bridgeport, California on the south side of North Buckeye Road, Forest Road 32017 and west of Hwy 395 at post mile 80.60, across from the Bridgeport Ranger District Housing Barracks. Staging area is being used for construction equipment, vehicle parking, stockpiling of construction related supplies/storage of materials such as culverts to support highway improvement projects on Hwy 395. Use of the staging area will generally occur in summer and fall during the main construction season.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on **12/31/2020**, **5 years** from the date of issuance.

D. RENEWAL. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit that would renew the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Renewal of the use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. At a minimum, before renewing the use and occupancy authorized by this permit, the authorized officer shall require that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.

The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. **ASSIGNABILITY.** This permit is not assignable or transferable.

II. **IMPROVEMENTS**

A. **LIMITATIONS ON USE.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. **PLANS.** All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. **CONSTRUCTION.** Any construction authorized by this permit shall commence by and shall be completed by **N/A**.

III. **OPERATIONS**

A. **PERIOD OF USE.** Use or occupancy of the permit area shall be exercised at least **180 days** each year.

B. **CONDITION OF OPERATIONS.** The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. **INSPECTION BY THE FOREST SERVICE.** The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. **RIGHTS AND LIABILITIES**

A. **LEGAL EFFECT OF THE PERMIT.** This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 251, Subpart C and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. **VALID OUTSTANDING RIGHTS.** This permit is subject to all valid outstanding rights. Valid outstanding rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. **SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. **RISK OF LOSS.** The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed,

the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clause IV.F and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use or occupancy of the permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use or occupancy of the permit area, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources associated with the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.I.

3. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition arising out of or relating to the authorized use or occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall prevent impacts to the environment and cultural resources by implementing actions identified in the operating plan to prevent establishment and spread of invasive species. The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use or occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

K. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any

insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies also shall specify that the insurance company shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to Office address. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE. Pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation (including aquatic plants), insects, rodents, fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until directed otherwise by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION. In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall immediately notify the authorized officer by telephone of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF HABITAT OF THREATENED, ENDANGERED, AND SENSITIVE SPECIES. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or identified as sensitive or otherwise requiring special protection by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the

authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The use or occupancy authorized by this permit is exempt from a land use fee or the land use fee has been waived in full pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. **Late Payments**

(a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT RENEWAL. Upon revocation or termination of this permit without renewal of the authorized use, the holder shall remove all structures and

improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

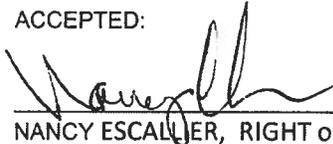
C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated N/A.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:



NANCY ESCALLIER, RIGHT OF WAY FIELD OFFICE CHIEF
California Department of Transportation

5/20/15
DATE

APPROVED:



JEFFREY ULRICH, DISTRICT RANGER

6/1/2015
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

PERMITS

United States Army Corps of Engineers

SPK-2015-00484

Preliminary Jurisdictional Determination



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

August 27, 2015

Regulatory Division (SPK-2015-00484)

Department of Transportation, District 6
Attn: Mr. Javier Almaguer
855 M Street, Suite 200
Fresno, California 93721

Dear Mr. Almaguer:

We are responding to your June 1, 2015 request for a Department of the Army (DA) permit for the MON395 Bridgeport Culverts (EA 09-34090, PM 72.5/86.0) project. The approximately 10-acre project site (consisting of several discrete culvert crossing areas) is located along an approximately 13.5-mile segment of U.S. Highway 395, both north and south of Bridgeport, California, Latitude 38.25754, Longitude -119.26496, Mono County, California.

Based on the information provided, the proposed project involves the repair and/or replacement of 44 culverts along U.S. Highway 395. The specific activities that require DA permit authorization is the discharge of fill material associated with the maintenance and repair of culverts in waters of the United States. These activities would result in the permanent loss of approximately 0.019 acre of waters of the United States (consisting of 0.005 acre of wetlands and 0.014 acre of other waters) and temporary impacts to approximately 0.086 acre of waters of the United States (consisting of 0.039 acre of wetlands and 0.047 acre of other waters).

We have determined that activities in waters of the U.S. associated with the proposed project are authorized by Nationwide Permit Number 3 (*Maintenance*). However, this authorization is denied without prejudice until water quality certification under Section 401 of the Clean Water Act has been issued or waived for the activities requiring a permit from this office. Once you receive water quality certification or waiver thereof, the activities are authorized and the work may proceed subject to the any conditions of water quality certification, and the terms and conditions of the NWP.

You must comply with all terms and conditions of the NWP, applicable regional conditions, and project-specific special conditions. Information about the NWP and regional conditions are available on our website at www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits.aspx. In addition, your work must comply with the following special conditions:

1. Prior to initiation any construction activities within waters of the U.S., you shall employ construction best management practices (BMPs) onsite to prevent degradation to on-site and off-site waters of the U.S. Methods shall include the use of appropriate measures to intercept and capture sediment prior to entering waters of the U.S., as well as erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. All BMPs shall be in place prior to the initiation of maintenance or repair of each proposed culvert and shall remain until construction activities are completed. You shall maintain erosion control methods

until all on-site soils are stabilized. You shall submit a description of and photo-documentation of your BMPs to our office within 30 days of commencement of construction. Photos may be submitted electronically to regulatory-info@usace.army.mil.

Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 18, 2017, when the existing NWPs are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

We would appreciate your feedback on this permit action including your interaction with our staff. At your earliest convenience, please tell us how we are doing by completing the Corps' Regulatory Program national customer service survey found on our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Please refer to identification number SPK-2015-00484 in any correspondence concerning this project. If you have any questions, please contact Jordan Krug at US Army Corps of Engineers, Regulatory Division, CA South Branch, 1325 J Street, Room 1350 Sacramento, California 95814-2922, by email at Jordan.D.Krug@usace.army.mil, or telephone at 916-557-7534.

Sincerely,



Kathleen A. Dadey Ph.D.
Chief, CA South Branch
Regulatory Division

cc:

Ms. Leana Rosetti, U.S. Environmental Protection Agency, Rosetti.Leana@epa.gov
Mr. David Johnson, Caltrans, david.m.johnson@dot.ca.gov
Ms. Tobi Tyler, Lahontan Regional Water Quality Control Board, North Lahontan Region,
tobi.tyler@waterboards.ca.gov

COMPLIANCE CERTIFICATION

Permit File Name: MON395 Bridgeport Culverts (EA 09-34090, PM 72.5/86.0)

Action ID: SPK-2015-00484

Nationwide Permit Number: 3 (*Maintenance*)

Permittee: Department of Transportation, District 6
Attn: Mr. Javier Almaguer
855 M Street, Suite 200
Fresno, California 93721

County: Mono

Date of Verification: August 27, 2015

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Sacramento District
1325 J Street, Room 1350
Sacramento, California 95814-2922
DLL-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the U.S. Army Corps of Engineers.

* * * * *

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.

Permittee Signature

Date



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

August 21, 2015

Regulatory Division SPK-2015-00484

Department of Transportation, District 6
Attn: Mr. Javier Almaguer
855 M Street, Suite 200
Fresno, California 93721

Dear Mr. Almaguer:

We are responding to your June 1, 2015 request for a preliminary jurisdictional determination (JD), in accordance with our Regulatory Guidance Letter (RGL) 08-02, for the Bridgeport Culverts project site. The approximately 10-acre project site is located along an approximately 13.5-mile stretch of U.S. Highway 395, both north and south of Bridgeport, California, and is located in portions of Sections 4, 9 and 16 of Township 4 North, Range 25 East; Sections 3, 10, 15, 24, 25 and 36 of Township 5 North, Range 24 East; Sections 29, 30, 31 and 32 of Township 5 North, Range 25 East; and Sections 27 and 35 of Township 6 North, Range 24 East (MDMB) of the Big Alkali, California, Bridgeport, California, and Mount Jackson, California 7.5-minute Quadrangles, Mono County, California.

Based on available information, **we concur with the amount and location of wetlands and other water bodies on the site as depicted on the figures titled *Sheets 1-37: Potentially Jurisdictional Wetlands and Waters, Bridgeport Culverts (dated April 27-28, 2015), prepared by Caltrans.*** The approximately 0.68 acres of wetlands and 0.74 acres of other water bodies present within the survey area are potential waters of the United States regulated under Section 404 of the Clean Water Act.

We have enclosed a copy of the *Preliminary Jurisdictional Determination Form* for this site. Please sign and return a copy of the completed form to this office. Once we receive a copy of the form with your signature we can accept and process a Pre-Construction Notification or permit application for your proposed project.

You should not start any work in potentially jurisdictional waters of the United States unless you have Department of the Army permit authorization for the activity. You may request an approved JD for this site at any time prior to starting work within waters. In certain circumstances, as described in RGL 08-02, an approved JD may later be necessary.

You should provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This preliminary determination has been conducted to identify the potential limits of wetlands and other water bodies which may be subject to Corps of Engineers' jurisdiction for the particular site identified in this request. A Notification of Appeal Process and Request for Appeal form is enclosed to notify you of your options with this determination. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2015-00484 in any correspondence concerning this project. If you have any questions, please contact Jordan Krug at US Army Corps of Engineers, Regulatory Division, CA South Branch 1325 J Street, Room 1350 Sacramento, California 95814-2922, by email at Jordan.D.Krug@usace.army.mil, or telephone at 916-557-7534. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,



Kathleen A. Dadey, Ph.D.
Chief, CA South Branch
Regulatory Division

Enclosures

cc: (w/o encls)

Leana Rosetti, U.S. Environmental Protection Agency, Rosetti.Leana@epa.gov
David Johnson, Caltrans, david.m.johnson@dot.ca.gov
Tobi Tyler, Lahontan Regional Water Quality Control Board, North Lahontan Region, tobi.tyler@waterboards.ca.gov

PRELIMINARY JURISDICTIONAL DETERMINATION FORM
Sacramento District

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

Regulatory Branch: California South File/ORM #: SPK-2015-00484 PJD Date: August 21, 2015	
State: CA City/County: Bridgeport, Mono County Nearest Waterbody: Bridgeport Reservoir Location (Lat/Long): 38.2750223444717°, - 119.273238125638° Size of Review Area: 10 acres	Name/Address Of Property Owner/ Potential Applicant Department of Transportation, District 6 Attn: Mr. Javier Almaguer 855 M Street, Suite 200 Fresno, California 93721
Identify (Estimate) Amount of Waters in the Review Area <u>Non-Wetland Waters:</u> linear feet ft wide 0.74 acre(s) Stream Flow: Mixed Wetlands: 0.68 acre(s) Cowardin Class: Mixed	Name of any Water Bodies Tidal: on the site identified as Section 10 Waters: Non-Tidal: <input checked="" type="checkbox"/> Office (Desk) Determination <input type="checkbox"/> Field Determination: Date(s) of Site Visit(s):

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply – checked items should be included in case file and, where checked and requested, appropriately reference sources below)

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
- Data sheets prepared by the Corps.
- Corps navigable waters' study.
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name: **1:24K; CA-BIG ALKALI**
- USDA Natural Resources Conservation Service Soil Survey.
- National wetlands inventory map(s).
- State/Local wetland inventory map(s).
- FEMA/FIRM maps.
- 100-year Floodplain Elevation (if known):
- Photographs: Aerial
 Other
- Previous determination(s). File no. and date of response letter:
- Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

 Signature and Date of Regulatory Project Manager (REQUIRED)	 Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable)
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EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Department of Transportation, District 6,
Attn: Mr. Javier Almaguer

File No.: SPK-2015-00484

Date: August 21, 2015

Attached is:

See Section below

	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
X	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/cecw/pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer (address on reverse). This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Jordan Krug
Regulatory Project Manager, CA South Branch
Regulatory Division

U.S. Army Corps of Engineers
1325 J Street, Room 1350
Sacramento, California 95814-2922
Phone: 916-557-7534, FAX 916-557-7803
Email: Jordan.D.Krug@usace.army.mil

If you only have questions regarding the appeal process you may also contact:

Thomas J. Cavanaugh
Administrative Appeal Review Officer
U.S. Army Corps of Engineers
South Pacific Division
1455 Market Street, 2052B
San Francisco, California 94103-1399
Phone: 415-503-6574, FAX 415-503-6646
Email: Thomas.J.Cavanaugh@usace.army.mil

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

DEPARTMENT OF TRANSPORTATION

DISTRICT 6

855 M STREET, SUITE 200

FRESNO, CA 93721-2716

PHONE (559) 445-6460

FAX (559) 445-6236

TTY 711

www.dot.ca.gov



*Serious drought.
Help save water!*

May 22, 2015

Ms. Leah Fisher
Senior Project Manager
US Army Corps of Engineers
1325 J Street, Room 1480
Sacramento, CA 95814

**RE: SUPPLEMENTAL INFORMATION FOR THE BRIDGEPORT CULVERTS
WETLANDS AND WATERS OF THE U.S. DELINEATION REPORT**

Dear Ms. Fisher:

Caltrans would like to request a Preliminary Jurisdictional Determination for wetlands and waters of the U.S. on the Bridgeport Culverts project site located between Mile Posts (MP) 72.5 and 86.0 on U.S. Highway 395 in Mono County, California. Included is a summary of the combined efforts completed by Caltrans and ECORP Consulting, Inc. (ECORP) for the wetland and Waters of the U.S. delineation on the project during 2013 and 2014.

In 2013 Caltrans began to complete the wetland and waters of the U.S. delineation; however, due to the scope of field work coupled with time limitations, Caltrans was only able to field-map the boundaries of the wetlands and waters observed on the site. Therefore, no formal test plot data was collected in 2013. The Caltrans field-mapped boundaries were determined using the following: presence of hydrophytic vegetation, topography, soil indicators (in locations where profiles were taken) and evidence of hydrology.

In 2014 Caltrans contracted ECORP to complete the wetland and waters of the U.S. delineation for the project; however, due to new access restrictions ECORP was only able to complete the delineation on portions of the project located within Caltrans' existing RoW. Therefore, test plot data was not collected in areas located beyond the Caltrans RoW. The information collected by ECORP in 2014 is provided in the attached *Bridgeport Culverts Delineation of Jurisdictional Waters Report* (Report).

To provide a comprehensive assessment of the hydrologic features on the project site, Caltrans has prepared a summary of the combined efforts of Caltrans' and ECORP's field work. This summary is depicted on the attached Potentially Jurisdictional Wetlands and Waters mapping (Sheets 1-37, dated April 27 & 28, 2015), which illustrates the results of the ECORP delineation as well as the field-mapped boundaries of any features located beyond the Caltrans RoW.

Please also, refer to the summary tables (Tables 1 and 2) below that correspond with the 2015 mapping and provide a complete list of all potentially jurisdictional hydrologic features located

within the BSA.

Table 1: Summary of Wetlands within the BSA

Post Mile	Feature	Area (square feet)	Potential Area of Impact (square feet)	
			Permanent	Temporary
73.8	SW-03	104	5	63
73.87	SW-04	2,751	10	67
74.01	SW-05	41	0	0
	SW-06	431	0	0
74.59	SW-07	41	0	7
77.33	SM-11	759	20	76
	SM-12	491	2	20
	SM-13	195	0	0
77.52	SM-13	829	20	90
	SM-14	1,208	20	183
77.61	SM-15	1,867	20	116
77.79	SM-03	1,051	20	78
78.03	SM-04	710	0	24
	SM-05	914	20	67
78.1	SM-09	1,185	0	98
	SM-10	1,357	0	106
	SM-22	81	0	0
78.2	SM-06	426	0	39
	SM-07	618	0	11
	SM-08	1,185	20	134
78.53	SM-01	1,337	20	79
	SM-02	2,146	20	114
78.75	SM-23	759	0	0
	SM-24	963	0	0
79.22	SM-16	434	0	5
	SM-17	319	0	4
	SM-18	535	0	0
79.25	SM-19	1,471	3	25
	SM-20	1,298	0	0
	SM-21	848	1	1
80.2	SWS-01	1,454	5	185
82.1	RP-01	1,092	1	28
83.86	SWS-02	204	5	17
84.15	SW-01	571	4	12
84.53	SW-02	59	8	31
Total		29,734	224	1,680

Table 2: Summary of Waters of the U.S. within the BSA

Post Mile	Feature	Area (square feet)	Potential Area of Impact (square feet)	
			Permanent	Temporary
72.54	D-01	96	0	31
73.8	D-23	9	0	1
	ED-01	182	18	23
73.87	D-23	126	1	42
74.01	D-19	412	20	37
	D-23	0	0	0
74.29	ED-02	61	17	19
	ED-03	114	40	54

Post Mile	Feature	Area (square feet)	Potential Area of Impact (square feet)	
			Permanent	Temporary
74.59	ED-04	161	20	41
	ED-05	156	24	20
77.33	D-25	259	0	66
	D-26	3,064	0	49
77.37	D-26	3,550	4	419
	D-27	26	0	0
77.52	D-26	2,660	0	29
77.61	D-26	2,584	0	38
	D-28	314	0	0
77.79	D-26	3,221	5	33
	D-29	141	0	0
	D-30	0	0	0
	D-31	145	0	0
78.03	D-26	1,295	0	51
	D-32	269	0	0
	D-33	308	0	18
78.1	D-26	1,260	0	0
	D-33	354	0	0
78.2	D-02	1,510	19	54
	D-34	234	0	0
78.53	D-35	1,174	0	26
78.75	D-36	409	0	0
	D-37	538	0	35
	D-38	86	0	0
78.98	D-39	183	9	8
	D-40	29	0	0
	D-41	50	0	0
79.22	ED-06	360	15	25
	ED-07	112	10	4
79.25	ED-08	224	24	15
79.41	D-03	89	6	9
	D-04	110	11	11
79.64	D-05	159	45	99
	D-06	68	29	38
80.2	ED-09	222	14	16
82.1	D-07	127	13	24
	PC-01	277	0	37
82.52	D-08	159	3	21
	ED-10	85	5	2
82.56	ED-11	244	12	56
82.88	D-09	121	20	36
	D-10	216	14	62
82.98	D-11	47	0	0
	D-12	36	0	0
	D-13	126	0	0
	ED-12	91	14	26
	ED-13	45	10	18
83.16	D-14	99	18	28
	D-15	6	0	0
	D-16	208	14	20
	D-42	26	0	0
83.28	PC-02	119	25	89
	PC-08	107	23	46
83.33	D-17	78	3	7
83.4	ED-14	40	8	25
	ED-15	18	6	1
83.42	D-18	13	0	0

Ms. Leah Fisher

May 22, 2015

Page 4

Post Mile	Feature	Area (square feet)	Potential Area of Impact (square feet)	
			Permanent	Temporary
	ED-16	26	3	9
	ED-17	18	1	11
83.56	D-20	320	7	8
	D-21	152	1	16
83.67	ED-18	96	3	3
	ED-19	33	3	18
83.9	D-22	99	3	4
	ED-20	51	5	9
	ED-21	174	10	17
84.09	ED-22	71	13	42
	ED-24	70	12	9
84.53	PC-03	19	2	3
	PC-04	260	4	4
85.7	PC-05	102	0	47
85.98	PC-06	120	11	27
	PC-07	1,837	9	19
Total		32,060	606	2,055

If you have any questions, or need additional information, please contact Jaimee Cornwell, the project biologist who conducted field work and coordinated the delineation, at jaimée.cornwell@dot.ca.gov or 559-445-6460, or myself at dena.gonzalez@dot.ca.gov or 559-445-6406.

Sincerely,



DENA GONZALEZ
Biology Branch Chief
Central Region Environmental Division
855 M Street, Suite 200
Fresno, CA 93721

Attachments:

1. Potentially Jurisdictional Wetlands and Waters mapping (April 27 & 28, 2015)
2. Delineation of Jurisdictional Waters (December 2014)
3. Natural Environmental Study (November 2013)

cc: Heidi Calvert, Senior Environmental Scientist, California Department of Fish and Wildlife (heidi.calvert@wildlife.ca.gov)
Patrice Copeland, Senior Engineering Geologist, Regional Water Quality Control Board (patrice.copeland@waterboards.ca.gov)

(JKC)

WATER QUALITY

California Regional Water Quality Control Board

Lahontan Region
Board Order No. R6T-2015-0050

Lahontan Regional Water Quality Control Board

MEMORANDUM

TO: Javier Almaguer
Central Region Biology Branch Chief – Environmental Stewardship
Caltrans Environmental Division
855 M Street, Suite 200
Fresno, CA 93721
Javier.almaguer@dot.ca.gov

FROM:  ^{for} PATTY Z. KOUYOUMDJIAN
EXECUTIVE OFFICER
LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD

DATE: September 1, 2015

SUBJECT: BOARD ORDER R6T-2015-0050 FOR CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION FOR CALTRANS BRIDGEPORT CULVERTS PROJECT, MONO COUNTY, WDID 6A261506004

The California Regional Water Quality Control Board, Lahontan Region (Water Board) has received a complete Clean Water Act Section 401 Water Quality Certification (WQC) application and application filing fee from Caltrans Environmental Division (Applicant) for the Bridgeport Culverts Project (Project) in Mono County. This Order for WQC hereby assigns this Project the following reference number: Waste Discharger Identification (WDID) No. 6A261506004. Please use this reference number in all future correspondence regarding this Project.

Any person aggrieved by this action of the Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after the date of this Order, except that if the thirtieth day following the date of this Order falls on a Saturday, Sunday, or state holiday, the petition must be received by the State Water Board by 5:00 p.m. on the next business day. Copies of the law and regulations applicable to filing petitions may be found on the Internet at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

PROJECT DESCRIPTION

Table of Project Information:

WDID Number	6A261506004						
Applicant	Javier Almaguer, Environmental Branch Chief 855 M Street, Suite 200 Fresno, CA 93721						
Agent	Dan Johnson 855 M Street, Suite 200 Fresno, CA 93721						
Project Name	Caltrans Bridgeport Culverts Project						
Project Purpose and Description	Replacement or extension of 44 culverts at 41 locations on U.S. Highway 395. Project is intended to repair or replace culverts to improve drainage, improve ease of maintenance, and achieve clear recovery zone standards.						
Project Type	Culvert replacement						
Project County	Mono						
Project Address or other Locating Information	U.S. Highway 395 between post miles 72.5 and 86.0.						
Location Latitude/Longitude	Latitude 38.257339, Longitude -119.261328						
Hydrologic Unit(s)	630.00 – East Walker River						
Overall Project Area	0.0084 acre						
Receiving Water(s) Name	Unnamed tributary to East Walker River						
Water Body Type(s)	Stream						
Designated Beneficial Uses	MUN, AGR, GWR, FRSH, REC-1, REC-2, COMM, COLD, WILD, RARE, SPWN, WQE, FLD						
Potential Water Quality Impacts	Sediment and other construction-related pollutants						
Area of Water(s) within the Overall Project Area	0.085 acre						
Impacts of Fill to Waters of the State, including Waters of the U.S.	Waterbody Type	Permanent			Temporary		
		Acres	Linear Feet	Cubic Yards	Acres	Linear Feet	Cubic Yards
	<i>Lake</i>						
	<i>Riparian</i>						
	<i>Stream</i>	0.014	129.5	157.1	0.047	506	
<i>Wetland</i>	0.005	39.5	168.5	0.036	254		
Impacts of Dredging (Excavation) to Waters of the State, including Waters of the U.S.	Waterbody Type	Permanent			Temporary		
		Acres or Sq. Ft.	Linear Feet	Cubic Yards	Acres or Sq. Ft.	Linear Feet	Cubic Yards
	<i>Lake</i>						
	<i>Riparian</i>						
	<i>Stream</i>						
	<i>Wetland</i>						
Total	0.019	169	325.6	0.083	760		

Table of Project Information continued:

Federal Permit(s)	The applicant has applied for U.S. Army Corps of Engineers (USACE) authorization to proceed under a Nationwide Permit 14, pursuant to Clean Water Act section 404.
Non-Compensatory Mitigation	Work will be scheduled during fall, when low-flow conditions are expected. Erosion and sediment controls will be implemented in accordance with a project Storm Water Pollution Prevention Plan. Environmentally Sensitive Areas will be protected by fencing installed under the supervision of a qualified biologist. A spill response plan will be developed and spill kits will be kept on site. If flowing water is present, clear water diversions will be used isolate work areas. In some cases, a new culvert may be installed in an adjacent alignment and the old culvert decommissioned once flows can be routed through the newly-installed culvert.
Compensatory Mitigation	Compensatory mitigation will be satisfied through the USACE Sacramento District In-Lieu Fee Program within the Carson/Walker Rivers Watershed (Hydrologic Unit 1650301). Mitigation credits will be purchased at the ratio of 2.5:1 for a total of 0.0125 acres of wetland and 0.035 acres of stream habitat.
Applicable Fees	\$12,542 application fee [929 linear feet of temporary and permanent disturbance (39.5 + 254 ft. for permanent + temporary wetland impacts and 129.5 + 506 ft. for permanent + temporary stream impacts) X \$13.50/ft.]. \$600 annual active fee until project activity other than monitoring is terminated, if project duration is greater than one year.
Fees Received	\$12,542

CEQA COMPLIANCE

The Water Board has determined that this Project is exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq.). In accordance with Section 15302, the basis for CEQA exemption is "Replacement and Reconstruction." A Notice of Exemption will be filed with the State Clearinghouse concurrently with issuing this Order.

SECTION 401 WATER QUALITY CERTIFICATION

Authority

Section 401 of the CWA (33 U.S.C., paragraph 1341) requires that any applicant for a CWA Section 404 permit, who plans to conduct any activity that may result in discharge of dredged or fill materials to waters of the U.S., must provide to the permitting agency a certification that the discharge will be in compliance with applicable water quality standards of the state in which the discharge will originate. No Section 404 permit may be granted (or valid) until such certification is obtained. The Applicant submitted a complete application and the fees required for WQC under Section 401 for the Project. The Applicant has applied for USACE authorization to proceed under Nationwide Permit No. 14 pursuant to CWA section 404.

California Code of Regulations (CCR) title 23, section 3831(e) grants the Water Board Executive Officer the authority to grant or deny WQC for projects in accordance with CWA section 401. The Caltrans Bridgeport Culverts Project qualifies for such WQC.

Standard Conditions

Pursuant to CCR title 23, section 3860, the following standard conditions are requirements of this certification:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to California Water Code section 13330 and CCR title 23, section 3867.
2. This certification action is not intended and must not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license unless the pertinent certification application was filed pursuant to CCR title 23, section 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action must be conditioned upon total payment of the full fee required under CCR title 23, section 3833, unless otherwise stated in writing by the certifying agency.
4. Neither Project construction activities nor operation of the Project may cause a violation of the Water Quality Control Plan for the Lahontan Region (Basin Plan), may cause a condition or threatened condition of pollution or nuisance, or cause any other violation of the California Water Code.
5. The Project must be constructed and operated in accordance with the Project described in the application for WQC that was submitted to the Water Board. Deviation from the project description constitutes a violation of the conditions upon which the certification was granted. Any significant changes to this project that would have a significant or material effect on the findings, conclusions, or conditions of this certification, including project operation, must be submitted to the Executive Officer for prior review and written approval.
6. This WQC is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any conditions contained in any other permit or approval issued by the State of California or any subdivision thereof may result in the revocation of this certification and civil or criminal liability.
7. The Water Board may add to or modify the conditions of this certification as appropriate to implement any new or revised water quality standards and

implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or Section 303 of the Clean Water Act, or as appropriate to coordinate the operations of this Project with other projects where coordination of operations is reasonably necessary to achieve water quality standards or protect the beneficial uses of water. Notwithstanding any more specific conditions in this certification, the Project must be constructed and operated in a manner consistent with all water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or Section 303 of the Clean Water Act.

8. This certification does not authorize any act which results in the taking of a threatened or endangered species or any act which is now prohibited, or becomes prohibited in the future, under the California Endangered Species Act (Fish and Game Code section 2050 et seq.) or the federal Endangered Species Act (16 U.S.C. sections 1531 et seq.). If a "take" will result from any act authorized under this certification, the applicant must obtain authorization for the take prior to construction or operation of the project. The Applicant is responsible for meeting all applicable requirements of the Endangered Species Act for the project authorized under this certification.

Additional Conditions

Pursuant to CCR title 23, section 3859(a), the following additional conditions are requirements of this certification:

1. No debris, cement, wet concrete (or wash water therefrom), oil or petroleum product must enter into, or be placed where it may be washed from the Project site by rainfall or runoff, into waters of the state. When operations are completed, any excess material must be removed from the Project work area, and from any areas adjacent to the work area where such material may be transported into waters of the state.
2. All dewatering waste must be disposed in a manner to prevent such waste from re-entering waters of the state.
3. The Applicant must immediately (within two hours) notify Water Board staff by telephone whenever an adverse condition occurs as a result of this discharge. Such a condition includes, but is not limited to, a violation of the conditions of this Order, a significant spill of petroleum products or toxic chemicals, or damage to control facilities that would cause noncompliance. A written notification of the adverse condition must be provided to the Water Board within two weeks of occurrence. The written notification must identify the adverse condition, describe the actions necessary to remedy the condition, and specify a timetable, subject to any modifications by Water Board staff, for the remedial actions.

4. The Applicant must prevent the introduction or spread of noxious/invasive weeds within the Project and staging area. Measures must include the cleaning of all equipment and gear that has been in an infested site with water heated to 120 degrees Fahrenheit or more, the use of weed-free erosion control materials (including straw), and the use of weed-free seeds and plant material for revegetation of disturbed areas.
5. Construction equipment must be monitored for leaks, and removed from service if necessary to protect water quality.
6. The spill response plan for the Project must be available for review by the Water Board upon request.
7. An emergency spill kit must be at the Project site at all times.
8. A copy of this Order must be maintained at the Project site so as to be available at all reasonable times to site operating personnel and Water Board staff.
9. The Applicant must provide information to the Water Board verify the purchase of mitigation credits from the USACE Sacramento District In-Lieu Fee Program within the Carson/Walker Rivers Watershed (Hydrologic Unit 1650301). Mitigation credits must be purchased by **September 30, 2016** for a total of 0.0125 acres of wetland and 0.035 acres of stream habitat.

Enforcement

1. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation must be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of Clean Water Act section 401(d), the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification.
2. In response to a suspected violation of any condition of this certification, the State Water Resources Control Board (State Water Board) or the Lahontan Water Board may require the holder of any permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring report the State Water Board or Lahontan Water Board deems appropriate, provided that the burden, including costs, of the reports must be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
3. In response to any violation of the conditions of this certification, the Water Board may add to or modify the conditions of this certification as appropriate to ensure compliance.

Section 401 Water Quality Certification Requirements Granted

I hereby issue this Order certifying that any discharge from the referenced project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received State Water Quality Certification" which requires compliance with all conditions of this WQC.

Except insofar as may be modified by any preceding conditions, all WQC certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the applicant's project description and the terms specified in this WQC order, and (b) compliance with all applicable requirements of the Basin Plan.

We look forward to working with you in your efforts to protect water quality. If you have questions, please contact Bud Amorfini at bud.amorfini@waterboards.ca.gov (530) 542-5463 or Alan Miller at alan.miller@waterboards.ca.gov (530) 542-5430.

cc (via email):

David Johnson, Caltrans
Jason Brush, Wetlands Regulatory Office (WTR-8), US EPA, Region 9
Bill Orme, State Water Resources Control Board, Division of Water Quality
Leah Fisher, U.S. Army Corps of Engineers, Sacramento District
Heidi Sickler, California Department of Fish and Game

AGREEMENTS

California Department of Fish and Wildlife

Notification No. 1600-2015-0099-R6

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BOULEVARD, SUITE C-220
ONTARIO, CA 91764
(909) 484-0167



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0099-R6

CALIFORNIA DEPARTMENT OF TRANSPORTATION
BRIDGEPORT CULVERT REPLACEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the California Department of Transportation (Caltrans), as represented by Javier Almaguer (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on July 28, 2015 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with the Agreement.

PROJECT LOCATION

The Project is located on eight tributaries to Bridgeport Reservoir and the East Walker River, north and south of the unincorporated community of Bridgeport, Mono County, California. Latitude 38°12' 13.79 N, Longitude 119° 13' 28.21"W to Latitude 38°20' 56.25" N, Longitude 119° 20' 41.52. The assessor's parcel numbers are listed in the Notification package provided to CDFW.

PROJECT DESCRIPTION

The proposed Bridgeport Culvert Replacement Project (Project) is limited to the excavation and replacement of 40 culverts at 38 locations, under-passing U.S. Highway 395 near the unincorporated community of Bridgeport, CA. The Project includes the expansion and reconstruction of 18 culverts, the reconstruction of 22 culverts without

expanding the capacity of the culvert, the installation of flared-end-sections (FES) at 27 locations, and the placement of rock-slope-protection at seven locations. The location of each culvert, size of the culvert, and construction activities are listed below.

Location (post-mile)	Existing Pipe	Replacement Pipe	Streambed (temp) ft ²	Streambed (perm) ft ²	RSP yd ³	Vegetation (Perm) ft ²	Vegetation (Temp) ft ²
73.8	18" CMP	24" PP, Inlet/Outlet FES	87	23	3	0	40
73.87	24" CMP	24" PP, 24" Inlet/Outlet FES	109	11	0	9	40
74.01	24" Culvert	24" PP, 24" Inlet/Outlet FES	37	20	0	16	240
74.29	24" CMP	24" PP, 24" Inlet/Outlet FES	73	57	6.0	0	0
74.59	48" & 30" CMP	48" PP, abandon 30"	68	44	0	0	0
77.33	30" CMP	30" PP	211	22	1.2	0	0
77.37	18" CMP	18" PP	419	4	0	16	27
77.52	30" CMP	30" PP	302	40	1.2	0	18
77.61	18" CMP	24" PP	154	20	1.2	9	27
77.79	30" CMP	30" PP	111	25	1.2	7	20
78.03	18" CMP	24" PP	160	20	1.2	7	20
78.1	18" CMP	24" PP,	204	0	0	0	0
78.2	24" CMP	24" PP, Inlet FES	238	39	0	0	0
78.53	24" CMP	24" PP	219	40	0	0	0
78.98	30" CMP	30" PP	8	9	0	9	70
79.22	18" CMP	24" PP, 24" Inlet Outlet FES	38	25	0	0	0
79.25	18" CMP	24" PP, 24" Inlet/Outlet FES	41	28	0	0	0
79.41	18" CMP	24" PP, 24" Inlet/Outlet FES	20	17	0	2	16
79.64	(2)18" CMP	35"x24" Culvert, Inlet/Outlet FES	137	74	0	2	60
80.2	18" CMP	24" PP, 24" Inlet FES	201	19	0	4	35
82.1	18" CMP	24" PP, 24" Inlet, FES Outlet	89	14	0	2	35
82.52	24" CMP	24" PP, 24" Inlet/Outlet FES	23	8	0	9	18
82.56	24" CMP	24" PP, 24" Inlet FES	56	12	0	10	30
82.88	24" CMP	24" PP, 24" Inlet/Outlet FES	98	34	0	0	36
82.98	24" CMP	24" PP, 24" Inlet/Outlet FES	44	24	0	0	15
83.16	24" CMP	24" PP, 24" Inlet/Outlet FES	48	32	0	0	45
83.28	(2)64"x43" CMPA	(2)64"x43" CMPA	135	48	0	20	75
83.33	18" CMP	24" PP, 24" Inlet FES	7	3	0	7	21
83.4	18" CMP	24" PP, 24" Inlet/Outlet FES	26	14	0	6	50
83.42	18" CMP	24" PP, 24" Inlet/Outlet FES	20	4	0	18	45
83.56	24" CMP	24" PP, 24" Inlet/Outlet FES	24	8	0	0	0
83.67	24" CMP	24" PP, 24" Inlet/Outlet FES	21	6	0	0	0
83.86	24" CMP	24" PP, 24" Inlet/Outlet FES	17	5	0	4	15
83.9	18" CMP	24" PP, 24" Inlet/Outlet FES	30	18	0	3	20
84.09	12" CMP	18" PP, 18" Inlet/Outlet FES	51	25	0	0	0
84.15	18" CMP	24" PP, 24" Inlet/Outlet FES	12	4	0	0	0
84.53	24" CMP	24" PP, 24" Inlet/Outlet FES	38	14	0	3	24
85.98	24" CMP	24" PP/ 24" Inlet/Outlet FES	46	20	0	3	9
Total:			3622	830	15	166	1051

Table 1: Location and impact of Project activities.

Access to work areas will occur along the existing highway, and no equipment shall operate outside of Caltrans-right-of-way. A diversion/dewatering plan has been submitted to CDFW in the event that surface water or ground water is encountered. A storm water pollution prevention plan will be prepared for this Project, and spill containment kits will be kept onsite at all times. Equipment staging and maintenance areas will be located on pavement or existing dirt pullouts.

Construction activities associated with the Project include: the excavation and removal of existing culvert pipes; the removal of sediment from around the culverts; replacement of culvert pipes (detailed in Table 1); the installation of flared-end-sections; backfill around newly installed culverts; and the placement of rock-slope-protection around two of the outlets and 5 inlets (identified in Table 1).

The Project will result in temporary impacts to 0.1 acres of vegetated CDFW jurisdictional streambed and permanent impacts to 0.02 acres of vegetated CDFW jurisdictional streambed. The Project will also result in the removal of 12 mature willow (*Salix exigua*). Project impact calculations are listed in Table 1, which was provided to CDFW in the Notification package.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

BIRDS – northern harrier (*Circus cyaneus*), red-tailed hawk (*Buteo jamaicensis*), Cooper's hawk (*Accipiter cooperii*), American kestrel (*Falco sparverius*), red-breasted sapsucker (*Sphyrapicus ruber*), northern flicker (*Colaptes auratus*), western wood pewee (*Contopus sordidulus*), dusky flycatcher, (*Empidonax oberholseri*), warbling vireo (*Vireo gilvus*), violet-green swallow (*Tachycineta thalassina*), mountain chickadee (*Poecile gambeli*), white-breasted nuthatch (*Sitta carolinensis*), American robin (*Turdus migratorius*), song sparrow (*Melospiza melodia*), dark-eyed junco (*Junco hyemalis*), Brewer's blackbird (*Euphagus cyanocephalus*), Cassin's finch (*Haemorhous cassinii*), pine siskin (*Carduelis pinus*), barn owl (*Tyto alba*), red-winged blackbird (*Agelaius phoeniceus*), mountain quail (*Oreortyx pictus*), black phoebe (*Sayornis nigricans*), common raven (*Corvus corax*), northern mockingbird (*Mimus polyglottos*), and turkey vulture (*Cathartes aura*).

MAMMALS– Audubon's cottontail (*Sylvilagus audubonii*), black-tailed jackrabbit (*Lepus californicus*), bobcat (*Lynx rufus*), raccoon (*Procyon lotor*), porcupine (*Hystriocomorph hystricidae*), coyote (*Canis latrans*), Sierra marten (*Martes americana sierrae*), pallid bat (*Antrozous pallidus*), Sciuridae, *Tamias* spp., *Thyomomys* spp., and other mammal species.

REPTILES– Sierra gartersnake (*Thamnophis couchii*), mountain gartersnake (*Thamnophis elegans elegans*), Western fence lizard (*Sceloporus occidentalis*), and other reptile species.

AMPHIBIANS– Pacific tree frog (*Pseudacris regilla*)

FISH– brown trout (*Salmo trutta*), mountain whitefish (*Prosopium williamsoni*), Lahontan cutthroat trout (*Oncorhynchus clarki henshawi*), rainbow trout (*Oncorhynchus mykiss*), Tahoe sucker (*Catostomus tahoensis*), Lahontan speckled dace (*Rhynchichthys osculus*)

robustus), Lahontan redband (Richardsonius egregius) mountain sucker (Catostomus platyrhynchus), and Paiute sculpin (Cottus beldingi).

PLANTS– coyote willow (*Salix exigua*), quaking aspen (*Populus tremuloides*), arroyo willow (*Salix lasiolepis*), shinning willow (*Salix lucida ssp. lasiandra*), creeping wild-rye (*Leymus triticoides*), Baltic rush (*Juncus balticus*), Kentucky bluegrass (*Poa pratensis*), stinging nettle (*Urtica dioica*), Lavin's milk vetch (*Astragalus oophorus*), Torrey's blazing star (*Mentzelia torreyi*), American manna grass (*Glyceria grandis*), Hall's meadow hawksbeard (*Crepis runcinata hallii*), and Wood's rose (*Rosa woodsii*).

The adverse effects the Project could have on the wildlife resources identified above include: disturbance to, alteration of, and/or loss of nesting, refugia, and foraging habitat. The construction of the Project will result in temporary impacts to 0.1 acres of vegetated CDFW jurisdictional streambed to permanent impacts to 0.02 acres of vegetated CDFW jurisdictional streambed. The Project will also result in the removal of 12 mature willow (*Salix exigua*).

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Compliance with other Agencies. This Agreement does not relieve the Permittee of responsibility for compliance with applicable federal, state, or local laws, ordinances or grant conditions.

- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Designated Biologist(s). Permittee shall have a CDFW-approved Designated Biologist(s) (DB) on the Project site during exclusionary fence installation and removal and during any water-diversion activities, including any dewatering that occurs. The DB shall conduct pre-construction surveys, install 'ecologically sensitive area (ESA)' fencing, ensure Agreement conditions are being met, and impacts to fish and wildlife habitat are minimized. To protect fish and wildlife resources, the DB shall have the authority to immediately stop any Project activity. Permittee shall ensure that the DB(s) is knowledgeable and experienced in the biology, natural history, collecting, and handling of appropriate species. The DB(s) shall be responsible for monitoring any diversion construction and dewatering as addressed by the Agreement. The DB(s) shall flag all jurisdictional areas and perform necessary surveys and sensitive habitats. If a State listed Species of Special Concern, or threatened, or endangered species is found within the Project area, the DB(s) shall immediately stop all Project activities within 500 feet of the species, and notify CDFW via email (Nick.Buckmaster@wildlife.ca.gov), and by calling Nick Buckmaster, Environmental Scientist at (760) 872-1110. Consultation with CDFW is required prior to cancellation of a stop work order. Permittee shall submit to CDFW in writing the name, qualifications, resume, and contact information of DB(s) responsible for monitoring of Project activities no later than 30 days prior to the initiation of Project activities. This information shall be submitted to CDFW via email to: Nick.Buckmaster@wildlife.ca.gov. Permittee shall obtain CDFW approval of DB (s) in writing 7 days before the commencement of Project activities (including site preparation), and shall also obtain approval in writing 5 days in advance if the DB (s) must be changed.
- 2.2 Sensitive Species Surveys. Permittee shall conduct preconstruction surveys for sensitive species, including species of special concern, **no less than one week** prior to the initiation of Project activities. Surveys shall include focused surveys for pallid bat, Townsend's big-eared bat, Lahontan cutthroat trout, mountain sucker, bald eagle, and Travertine band-thigh diving beetle (*Hygrotus fontinalis*). Surveys for sensitive fish species (e.g. mountain sucker and Lahontan cutthroat trout) and aquatic invertebrates will utilize a CDFW-approved sampling method. The Permittee shall obtain CDFW approval of the sampling method seven (7) days prior to the initiation of preconstruction surveys. The results of surveys shall be included in the report described in Condition 4.1 of this Agreement. If a sensitive species or a species of special concern is found during preconstruction surveys, notification shall be submitted to CDFW via email to:

Nick.Buckmaster@wildlife.ca.gov and by calling Nick Buckmaster, Environmental Scientist at (760) 872-1110.

2.3 Worker Environmental Awareness. Prior to any construction activities on the Project site, the Permittee will implement a Worker Environmental Awareness Program (WEAP) to educate on-site workers about sensitive environmental issues associated with the Project. The program will be administered to all on-site personnel, including the Applicant's personnel, contractors, and all subcontractors, prior to the employee's commencing work on the site. The WEAP will include, but not be limited, to protected species and species of special concern that have potential to occur within the Project footprint (pallid bat, Townsend's big-eared bat, Lahontan cutthroat trout, mountain sucker, bald eagle, Lavin's milk vetch, Torrey's blazing star, American manna grass, Hall's meadow hawksbeard, and Travertine band-thigh diving beetle, and nesting birds).

2.4 Nesting Bird Protection. If Project Activities will occur between April 1 and September 1, the Permittee shall comply with the following:

2.4.1 Nesting Bird Plan. **No later than January 30, 2016,** Permittee shall submit to CDFW for review and approval a Nesting Bird (NBP) that includes Project specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the Project complies with all applicable laws related to nesting birds and birds of prey. If construction activities are delayed past December 31, 2016, then the Permittee shall contact Nick Buckmaster, environmental scientist, at Nick.Buckmaster@wildlife.ca.gov to postpone the due date. These measures shall include surveys of culverts and overhangs to ensure swallows (*Hirundininae*), phoebes (*Sayornis*), or other birds are not nesting within them. The NBP shall include at a minimum: monitoring protocols; survey timing and duration; the creation, maintenance, and submittal to CDFW of a bird-nesting log; and Project-specific avoidance and minimization measures. Avoidance and minimization measures shall include, at a minimum: Project phasing and timing, monitoring of Project-related noise, sound walls, and buffers. The NBP shall be submitted to CDFW via email to: Nick.Buckmaster@wildlife.ca.gov.

2.4.2 Bird Nesting Surveys. Migratory non-game native bird species are protected by international treaty under the federal Migratory Bird Treaty Act (MBTA) of 1918, as amended (16 U.S.C. 703 et seq.). In addition, Sections 3503, 3503.5, and 3513 of the FGC prohibit the take of all breeding birds and their nests. The Designated Biologist(s) shall survey the entirety of the Project site, and within the buffer zone specified in the NBP (with the exception of inaccessible private properties) surrounding the Project site for both diurnal and nocturnal nesting birds, prior to commencing Project activities (including construction and/or site preparation). Surveys shall be conducted by the Designated Biologist(s) at

the appropriate time(s) of day, no more than three days prior to commencement of Project activities. Documentation of surveys and findings shall be submitted to CDFW in the report described in Condition 4.1. If an active bird nest is located, the Designated Biologist(s) shall implement and monitor specific avoidance and minimization measures as specified in the CDFW-approved NBP (refer to Condition 2.4.1).

2.5 Stream diversion. Permittee shall comply with the following to protect aquatic life in the event that any surface water will be diverted during Project activities. All contractors, subcontractors, and employees shall also comply with these measures and it shall be the responsibility of Permittee to ensure compliance.

2.5.1 Diversion Construction. Prior to the start of construction, Permittee shall divert the stream around the Project area such that the work area shall be isolated from the flowing stream. To isolate the work area, a watertight gravel bag rectangle shall be constructed around the work area and water will be diverted around the Project area. The diversion structure shall be constructed of a non-erodible material, and shall only be built from materials that will cause little or no siltation, *such as clean gravels*, and shall not contain soil or fine sediment. Any stream diversions that fail for any reason shall be repaired immediately.

2.5.2 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy conditions. The sandbag diversion may be removed completely only if the stream bank is stable and undue erosion will not occur.

2.5.3 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, pollution, and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.

2.5.4 Compliance with FGC Section 5901. All water diversion facilities shall be designed, constructed, and maintained so they do not prevent, impede, or tend to prevent or impede the passing of fish upstream or downstream, as required by Fish and Game Code Section 5901. This includes, but is not limited to, maintaining or providing a supply of water at an appropriate depth and velocity to facilitate upstream and downstream movement of fish species present in the East Walker River Basin.

- 2.5.5 Stranded Aquatic Life. Prior to diversion, the Permittee shall use hand tools to remove any submerged aquatic vegetation from the area that will be dewatered. The Permittee shall check for stranded aquatic life as the water level in the dewatered area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern. The DB (s) shall catalog and record all aquatic life that is removed from the dewatered area. A summary of this information shall be submitted in the report described in Condition 4.1.
- 2.6 Protection of Native Riparian Plants. The DB shall flag or otherwise mark native plant species not located within ESA fencing that occur within the Project area. Vegetation within CDFW jurisdiction shall not be removed or damaged beyond the work area as defined in the Project Description.
- 2.7 Topsoil salvage. Existing topsoil from all Project locations will be salvaged and used in the restoration of temporarily impacted areas as described in Condition 3.2. Topsoil storage shall be conducted in a manner such as to minimize erosion and soil overheating.
- 2.8 Escape Ramp. At the end of each workday, the Permittee shall place an escape ramp at each end of any open trenches or pits to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. Open trenches and pits shall be checked each morning by the DB for wildlife sheltering within them.
- 2.9 Culvert-dwelling Wildlife Protection. Permittee shall comply with the following culvert-dwelling wildlife protection Conditions. All contractors, subcontractors, and employees shall also comply with these Conditions and it shall be the responsibility of Permittee to ensure compliance.
- 2.9.1 Preconstruction survey. The DB (s) shall survey all culverts for the presence of nesting birds or roosting bats prior to the initiation of Project activities.
- 2.9.2 Protection of roosting bats. If any roosting bats are discovered during Project activities all work shall stop on, under, around, or within 500-feet of the structure, and the Permittee shall notify Nick Buckmaster, Environmental Scientist, via email: Nick.Buckmaster@wildlife.ca.gov. Consultation with CDFW is required prior to cancelation of the stop-work order.

- 2.9.3 Night work avoidance. All night work (dusk until dawn) in the vicinity of the structure shall have concurrence from CDFW prior to any work or scheduling of any work between March 1 and September 1.
- 2.10 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs), defined in the "State of California Department of Transportation Construction Site Best Management Practice Field Manual and Trouble Shooting Guide," to prevent erosion and the discharge of sediment and pollutants into streams during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum control of erosion, sediment, and pollution. **Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as monofilament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas.** All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh that will be placed in CDFW jurisdiction for a time period greater than two weeks shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.11 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.11.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a streambed, or be placed in locations that may be subjected to high storm flows.
- 2.11.2 Stockpiles and spoil sites shall not be located within a streambed, or locations that may be subjected to high storm flows, where spoil shall be washed back into a streambed, or where it will impact streambed habitat.
- 2.11.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances that could be hazardous to wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering a streambed. These materials, placed within or where they may enter a streambed by Permittee, shall be removed immediately.
- 2.11.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever

nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into a streambed. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any streambed.

2.11.5 All equipment or vehicles driven and/or operated within or adjacent to a streambed shall be checked daily and maintained as need to prevent deleterious material leaks.

2.11.6 No equipment maintenance shall be done within or near any streambed where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.12 Rock-slope-protection and Gravel Fill. Permittee shall comply with the following when placing rock-slope-protection (RSP) and gravel fill. All contractors, subcontractors, and employees shall also comply with these Conditions and it shall be the responsibility of Permittee to ensure compliance.

2.12.1 Gravels Used as Fill Material. Only clean, screened gravels may be used as fill material. Permittee **shall not use silt-laden sediments as fill material**.

2.12.2 Clean Rocks. Only clean rocks and boulders shall be used for RSP.

2.13 Invasive Species Prevention. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g. plants, algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.

2.13.1 Decontamination of Equipment. Permittee shall decontaminate all tools, waders and boots, and equipment that has been used in a different watershed (i.e. areas other than the Walker River) and will enter the Project area using the following methods.

A. Decontamination of hand tools and gear. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the Project area, prior to entering and exiting the Project site and/or between each use in different waterbodies to avoid the introduction and transfer of organisms between waterbodies. Permittee shall decontaminate gear and equipment utilizing one of

three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as bootlaces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the Project site.

- B. Decontamination of Vehicles. Permittee shall decontaminate vehicles, watercraft, and other Project-related equipment too large to immerse in a hot water bath by pressure washing with hot water a minimum of 140°F at the point of contact or 155°F at the nozzle. Following the hot water wash, Permittee shall dry all vehicles and other large equipment as thoroughly as possible.
- C. Decontamination Sites. Permittee shall perform decontamination of vehicles and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.

- 2.14 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: http://www.dfg.ca.gov/invasives/inv_reporting/sightingReport.html) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. The Permittee shall also notify Nick Buckmaster, Environmental Scientist, at (760) 872-1110. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

3. Compensatory Measures

- 3.1 Habitat Restoration Off-site. Permanent impacts totaling 0.02 acres of shall be mitigated by excluding cattle and subsequent restoration and perpetual management of 0.1 acres of Caltrans-owned, CDFW-jurisdictional streambed within the Bridgeport Valley, Mono County. All lands proposed for mitigation shall be restored as needed, and managed and preserved in perpetuity. Permittee shall

submit a Habitat Monitoring and Mitigation Plan to CDFW for approval by January 15, 2016.

- 3.2 **Habitat Restoration - Onsite.** **Within 30 days of completion of Project activities at each location identified in Table 1,** Permittee shall restore temporarily impacted areas by recontouring to preexisting grade and contours, removing all construction-related debris and trash, and seeding/planting with California local native species that were present on-site. Permittee shall conduct invasive weed removal at all locations for two years following completion of Project activities; weed removal shall occur during July or August of each year. All on-site restoration areas shall achieve 80% native plant cover within five years of Project completion. The replanting palette shall be approved by a CDFW- approved biologist and shall include plant species (including subspecies) that are currently present within the vicinity of each affected jurisdictional feature. The plant palette shall be submitted to CDFW for review and concurrence **at least 30 days prior to seeding/planting.**
- 3.3 **Impacts riparian trees.** Impacts to 12 mature narrow-leaf (coyote) willow shall be mitigated by planting 48 narrow-leaf willow trees within the onsite restoration site referenced in Condition 3.2. These trees shall have a survival rate of 80% after five years. The Habitat Monitoring and Mitigation Plan (HMMP) described in Condition 4.2 shall include a planting schedule and contingency plans to ensure the success criteria are met.

4. Reporting Measures

- 4.1 **Minimization Measures Report.** Within 30 days of the initiation of Project activities, the Permittee shall submit to CDFW a report summarizing the results of preconstruction surveys, avoidance measures that were implemented and the effectiveness of these measures. This report shall include, at a minimum:
- 4.1.1 The methods used and the results of the sensitive species surveys identified in Condition 2.2.
 - 4.1.2 The results of nesting bird surveys conducted in accordance with the nesting bird plan (Condition 2.4.2)
 - 4.1.3 Any stranded aquatic life rescued from dewatered areas, per Condition 2.5.5.
 - 4.1.4 Photos of each Project site prior to the initiation of Project activities.

- 4.2 Habitat Monitoring and Mitigation Plan (HMMP). No later **January 15, 2016**, the Permittee shall submit to CDFW for review and approval a Final HMMP designed to meet the habitat restoration goals identified in Conditions 3.1, 3.2, and 3.3 of this Agreement. At a minimum, the HMMP shall include the following information: (a) a description of the existing physical conditions of the restoration sites, including water resources and habitat types, and a map that identifies the location of the site; (b) a plan for the preparation of the restoration site, including the removal of nonnative plant species, and recontouring of the streambed, if appropriate; (c) a local California native plant palette; (d) a planting plan, (e) an irrigation plan if needed; (f) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the restoration site and a nonnative plant removal plan; and (g) success standards and contingency measures. Monitoring and maintenance of the restoration site shall be conducted for a minimum of five years, or until CDFW determines the restoration site to be successful.
- 4.3 Annual Report. An annual report shall be submitted to CDFW each year for a minimum of five years following the completion of mitigation activities, or until CDFW determines any restoration, revegetation, and enhancement activities on the mitigation land are successful and meet mitigation site meets the mitigation required under this Agreement. At a minimum, this report shall include the following information: (1) a description of the enhancement, establishment, and restoration activities conducted during the previous year, including: (a) site preparation, (b) an overview of the planting effort, (c) the number by species of plants replaced or naturally recruited, and (d) when the activities were conducted; (2) current site conditions, including: (a) the percent survival, percent cover, and height of both tree and shrub species planted, and (b) the methods used to assess these parameters; and (3) information regarding nonnative plant removal, including: (a) the methods used for removal, (b) the amount removed and/or treated, (c) the frequency and timing of removal and treatment, (d) disposal specifics, and (e) a summary of the general successes and failures or failure of the nonnative removal plan. The report shall also include wildlife species observed at the restoration site during monitoring surveys including sensitive species and/or listed species. Photos from designated photo stations shall be included. **The first annual report is due to CDFW no later than December 31 of the year construction begins.** This report shall be sent via email to Nick.Buckmaster@wildlife.ca.gov
- 4.4 Reporting to CNDDDB. If any sensitive species are observed on or in proximity to the Project site, or during Project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings, and provide the regional CDFW office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at: www.dfg.ca.gov/whdab/pdfs/natspec.pdf. **This information shall be mailed within five days to:** California Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this

information shall also be mailed within five days to CDFW Inland Deserts Region at the address below under Contact Information. **Please reference SAA # 1600-2015-0099-R6.**

- 4.5 The Permittee shall notify CDFW, in writing, at least five (5) days prior to the initiation and completion of Project activities in jurisdictional areas. Notification shall be sent via email to Nick.Buckmaster@wildlife.ca.gov.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Javier Almaguer
California Department of Transportation
855 M Street, Suite 200
Fresno, CA 93721
(559) 445-6456
javier.almaguer@dot.ca.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
407 West Line Street
Bishop, CA 93514
Attn: Lake and Streambed Alteration Program – Nick Buckmaster
Notification #1600-2015-0099-R6
(760) 872- 1110
Nick.Buckmaster@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the Project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the

applicable FGC section 711.4 filing fee listed at
http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on **October 30, 2020**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a) (2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

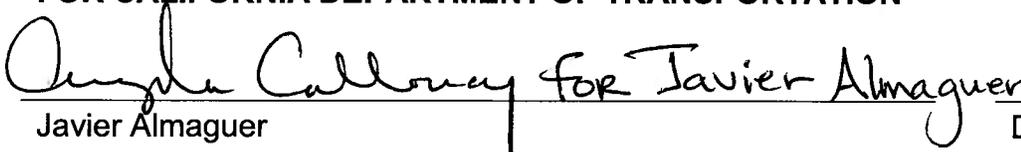
AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION

 for Javier Almaguer 10-27-15

Javier Almaguer Date
Senior Environmental Planner

FOR DEPARTMENT OF FISH AND WILDLIFE

for Heidi Calvert
Bruce Kinney
Environmental Program Manager

10/28/15
Date

Prepared by: Nick Buckmaster
Environmental Scientist