

FOR CONTRACT NO: 05-0T9104
PROJECT ID: 0500020111

INFORMATION HANDOUT

AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME
SOUTH COAST REGION

NOTIFICATION NO. 1600-2011-0203-R5



DEPARTMENT OF FISH AND GAME

CHARLTON H. BONHAM, Director

South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.dfg.ca.gov



September 26, 2011

Mr. Tom Edell
California Department of Transportation
50 Higuera Street
San Luis Obispo, California 93401

Subject: Complete Notification of Lake or Streambed Alteration
Notification No. 1600-2011-0203-R5
Santa Ynez River Bridge (51-0097R) Painting Project

Dear Mr. Tom Edell:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Santa Ynez River Bridge (51-0097R) Painting Project near the City of Lompoc (Project). Before the Department may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, determined your project is exempt from CEQA and filed a notice of exemption (NOE) on the same date it signed the Agreement.

Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 35-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Ms. Jamie Jackson at 805-382-6906 or jjackson@dfg.ca.gov.

Sincerely,

David Mayer

FOR

Leslie S. MacNair
Environmental Program Manager

ec: Jamie Jackson, Staff Environmental Scientist

State of California -The Natural Resources Agency

DEPARTMENT OF FISH AND GAME

SOUTH COAST REGION

3883 Ruffin Road

San Diego, CA 92123

STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 1600-2011-0203-R5

Santa Ynez River Tributary to the Pacific Ocean

California Department of Transportation

BRIDGE PAINTING PROJECT (BRIDGE NUMBER 51-0097R)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and California Department of Transportation, (Permittee) as represented by Mr. Tom Edell acting on behalf of Permittee.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on July 15, 2011, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG 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 State Route 1 (SR-1) in the city of Lompoc, in Santa Barbara County. The Santa Ynez Bridge (Bridge Number 51-0097R) is located at highway postmile marker 22.52 at Longitude 34 40 43 N and Latitude -120 27 12 W.

PROJECT DESCRIPTION

The Permittee proposes to paint the Santa Ynez River Bridge. The work areas will be completely sealed to contain all sand blasting materials, paint, and water and materials washed from the bridge. Used water generated by the pressure washing will be filtered and either discharged in an upland location where it can percolate into the ground or

transported off site to an appropriate location. All sand-blasting materials and paint residues will be disposed of at an appropriate off-site location. The metal section will remain fully sealed until painting is completed.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect, based on information received from the Permittee, include: **Amphibians:** California red-legged frog (*Rana aurora*), pacific treefrog (*Hyla regilla*); **Fish:** Steelhead (*Oncorhynchus mykiss*); **Reptiles:** Southwestern pond turtle (*Emys marmorata pallida*), two-striped garter snake (*Thamnophis hammondi*), western fence lizard (*Sceloporus occidentalis*), coast patched-nose snake (*Salvadora hexalepis virguleta*); **Birds:** southwest willow flycatcher (*Empidonax traillii extimus*), least Bell's vireo (*Vireo bellii pusillus*), yellow-breasted chat (*Icteria virens*), black phoebe (*Sayornis nigricans*), western scrub jay (*Aphelocoma californica*), bushtit (*Psaltriparus minimus*), western bluebird (*Sialia mexicana*), California towhee (*Pipilo crissalis*), house finch (*Carpodacus mexicanus*); **Mammals:** pallid bat (*Antrozous pallidus*), Townsend's big-eared bat (*Corynorhinus townsendii*), ringtail (*Bassariscus astutus*), long-tailed weasel (*Mustela frenata*), gray fox (*Urocyon cinereoargenteus*), mule deer (*Odocoileus hemionus*), coyote (*Canis latrans*), striped skunk (*Mephitis mephitis*), brush rabbit (*Sylvilagus bachmani*), bobcat (*Lynx rufus*); **Native Plants:** Arroyo willow (*Salix* ssp.), coyote bush (*Baccharis pilularis*), California sagebrush (*Artemisia californica*), poison oak (*Toxicodendron diversilobum*), mugwort (*Artemisia douglasiana*), mulefat (*Baccharis salicifolia*), lemonade berry (*Rhus integrifolia*), quailbush (*Atriplex lentiformis*), southern willow scrub and mulefat habitat and communities; and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area.

IMPACTS

Temporary Impacts

The adverse effects the project could have on the fish or wildlife resources identified above include: Temporary impacts of no more than 0.80 acres to ephemeral streambed and 0.05 acres of central coast willow riparian (grubbing of 5 Arroyo willows less than 3-inch diameter) associated with ephemeral streambed which include disturbance of bare ground in the flow line and adjacent areas required to create a 12-foot wide area to gain access for contractor employees and equipment to paint the two pier walls supporting the steel portion of the bridge; this will also result in an additional temporary loss, or reduction in cover, provided from streambed and bank vegetation removed as a result of construction-related activities.

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 DFG 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 DFG 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, DFG shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Regional Water Quality Control Board. DFG believes that permit/certification(s) may be required from the Regional Water Quality Control Board for this project. Should such permits/certification(s) be required a copy shall be submitted to DFG.

1.6 Personnel Compliance On Site. If the Permittee or any employees, agents, contractors and/or subcontractors violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until DFG has taken all of its legal actions.

1.7 Pre-project briefing. A pre-maintenance meeting/briefing shall be held involving all the contractors and subcontractors, concerning the conditions in this Agreement.

1.8 Notification Prior to Work. The Permittee shall notify DFG, in writing, at least five (5) days prior to initiation of mitigation (project) activities and at least five (5) days prior to completion of mitigation (project) activities. Notification shall be sent to DFG at 3883 Ruffin Road, San Diego 92123, Attn: SAA. FAX Number (858) 467-4299, Reference # 1600-2011-0203-R5.

1.9 Notification Requirements. DFG requires that the Permittee:

1.9.1 Immediately notify DFG in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified.

1.9.2 Immediately notify DFG if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.

1.9.3 DFG shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts. DFG may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

1.10 Implementation Requirements. The agreed work includes activities associated with the Project Location and Project Description that is provided above. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Permittee with the Notification Package, including and shall be implemented as proposed unless directed differently by this 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. Avoidance and minimization measures for this project include the establishment and use of Environmentally Sensitive Area (ESA) fencing. The ESA limits will be shown on the final plan sheets and prior to construction the Resident Engineer shall contact the Permittee District 5 Constriction Liaison in order to set up the ESA limits in the field.

Temporary BMPs during construction include but are not limited to: Street Sweeping, Stabilized Construction Entrance/Exit, Silt Fence, Temporary Fence (Type ESA), Temporary Streambed Inlet Protection, Temporary Concrete Washout (Portable), Fiber Roll. Permittee construction specifications will include: SS-1 Scheduling; SS-2 Preservation of Existing Vegetation; SC-1,6,8 and 9 Temporary Sediment Control; WE-1 Wind Erosion; NS-1 Water Conservation Practices; NS-3 Paving and grinding operation; NS-6 Inlet Connection/ illegal Discharge Detection and reporting; NS-8 Vehicle and equipment cleaning; NS-9 Vehicle and equipment fueling; NS-10 Vehicle and equipment maintenance; WM-1 Material Delivery and Storage; WM-2 Material Use; WM-3 Stockpile management; WM-4 Spill and Prevention Control; WM-5 Solid Waste management. In addition to Permittee proposed BMP's these additional measures shall be implemented to fully protect aquatic and terrestrial species during project-related activities.

Aquatic and Terrestrial Species Specific Protection

2.1 Red-legged frog. Red-legged frog may be present in the Santa Ynez River and project-related activities, if not implemented as described, could result in impacts to this species. The DFG recommends all Permittee activities shall take place outside the

active flow zone in the identified stream course for all Permittee activities for all aspects of this project. If it becomes necessary to work in a wetted portion of any stream Permittee shall notify DFG via phone or email PRIOR to any such impacts and must receive written approval from DFG PRIOR to any work in a wetted portion of the stream.

2.2 Steelhead. Different steelhead populations migrate upriver at different times of the year. "Summer-run steelhead" migrate between May and October, before their reproductive organs are fully mature. They mature in freshwater before spawning in the spring. "Winter-run steelhead" mature fully in the ocean before migrating, between November and April, and spawn shortly after returning. It is anticipated that "summer-run steelhead" may potentially be present in the Santa Ynez River during Permittee's project-related activities. For this reason all Permittee activities shall take place outside the active flow zone in the identified stream course for all Permittee activities for all aspects of this project. If it becomes necessary to work in a wetted portion of any stream in anadromous waters the Permittee shall notify the DFG via phone or email at a minimum of 7 days PRIOR to any such impacts and must receive written approval from the DFG PRIOR to any work in a wetted portion of the stream. No use of visqueen, or any other plastic tarps or draping materials shall be authorized in a wetted stream. If it becomes necessary to work in a wetted portion of a stream Permittee shall contact DFG PRIOR to any diversion implementation that MUST be approved by DFG in writing PRIOR to a diversions placement. Please see further restrictions regarding steelhead continued in Section.

2.3 Southwestern Willow Flycatcher. This species has been recognized for using marginal habitat throughout multiple watersheds in Santa Barbara Co. PRIOR to any impacts protocol level surveys shall be conducted in areas where marginal willow and mulefat scrub habitat is proposed for permanent or temporary impacts. There shall be no take of southwestern willow flycatcher within the Project impact areas, as defined by Section 86 of the State of California Fish and Game Code of Regulations. If construction activities are proposed to commence during the nesting season, protocol level nesting bird surveys within the DFG's jurisdiction must be conducted, during appropriate migration and nesting periods, and be concluded within three-days of the onset of any site preparation, construction, or other project-related activities. The results of these nesting bird surveys, including negative findings, shall be presented in written form to the DFG within three days of being concluded. If DFG bird species of special concern or state-threatened or endangered bird species, other than those already identified by the Permittee, are found, the DFG shall be notified and determine if any additional mitigation measures may be required for the subject project.

2.4 Least Bell's Vireo. This species has been recognized for using marginal habitat throughout multiple watersheds in Santa Barbara Co. PRIOR to any impacts protocol level surveys shall be conducted in areas where marginal willow and mulefat scrub habitat is proposed for permanent or temporary impacts. There shall be no take of least Bell's Vireo within the Project impact areas, as defined by Section 86 of the State of California Fish and Game Code of Regulations. If construction activities are proposed

to commence during the nesting season, protocol level nesting bird surveys within the DFG's jurisdiction must be conducted, during appropriate migration and nesting periods, and be concluded within three-days of the onset of any site preparation, construction, or other project-related activities. The results of these nesting bird surveys, including negative findings, shall be presented in written form to the DFG within three days of being concluded. If DFG bird species of special concern or state-threatened or endangered bird species, other than those already identified by the Permittee, are found, the DFG shall be notified and determine if any additional mitigation measures may be required for the subject project.

2.5 Swallows. It is anticipated that swallows may nest on bridges and other structures between February 15th and September 1st. The Permittee shall take such measures as necessary to prevent nesting on portions of structures that will cause a conflict between performing necessary work and nesting swallows. Swallows shall be allowed to nest on portions of the bridges where conflicts are not anticipated.

2.6 Bats. It is anticipated that roosting bats may be present on the structure identified for maintenance. The Permittee shall avoid work on or near bridges or other structures when it would disturb roosting bats (February 15th – September 30th). A qualified biologist familiar with the life history of bats shall conduct, at minimum, a presence/absence survey of the proposed work area and submit surveys, including negative results, to DFG for concurrence PRIOR to any work being initiated. Only after the DFG has reviewed the surveys and Caltrans implemented a plan to exclude daytime roosting may project activities begin.

2.7 Southwestern Pond Turtle. There shall be no take of Southwestern pond turtle as defined in Section 86 of the Fish and Game Code of Regulations. In areas of ponded water only pre-construction trapping surveys shall be conducted for the southwestern pond turtle within the proposed impact areas within the boundaries of the DFGs jurisdiction if impacts are proposed within those areas of ponded water. Surveys for the southwestern pond turtle shall be submitted to the DFG for review, including negative findings, prior to any impacts associated with Permittee's activities governed under this Agreement. The DFG shall have thirty days to review the result of trapping surveys to determine if any protective measures are necessary prior to the Permittee initiating any of the proposed project activities. The Permittee shall arrange for a biologist to place an approved exclusionary device at sites where excavation activities within the boundaries of the DFG's jurisdiction shall occur. The biologist shall inspect the exclusionary device on each day activities are expected to occur. If any animals are found trapped in the fencing, or approved exclusionary device, the biologist shall remove the animal to an area, located within the natural habitat, and in the same vicinity, but out of harms way. The biologist shall report all relocations to the DFG the same day via electronic mail to the following address: jjackson@dfg.ca.gov

2.8 Two-Stripped Garter Snake. There shall be no take of two-stripped garter snake as defined in Section 86 of the Fish and Game Code of Regulations. In areas of ponded

water only pre-construction trapping surveys shall be conducted for the two-striped garter snake within the proposed impact areas within the boundaries of the DFG's jurisdiction if impacts are proposed within those areas of ponded water. Surveys for the two-striped garter snake shall be submitted to the DFG for review, including negative findings, prior to any impacts associated with Permittee's activities governed under this Agreement. The DFG shall have thirty days to review the result of trapping surveys to determine if any protective measures are necessary prior to the Permittee initiating any of the proposed project activities. The Permittee shall arrange for a biologist to place an approved exclusionary device at sites where excavation activities within the boundaries of the DFG's jurisdiction shall occur. The biologist shall inspect the exclusionary device on each day activities are expected to occur. If any animals are found trapped in the fencing, or approved exclusionary device, the biologist shall remove the animal to an area, located within the natural habitat, and in the same vicinity, but out of harms way. The biologist shall report all relocations to the DFG the same day via electronic mail to the following address: jjackson@dfg.ca.gov

2.9 Presence/Absence Surveys. Due to the potential occurrence, or locally known presence of: steelhead, red-legged frog, coast patched nose snake, southwestern pond turtle (trapping surveys only in areas with annual ponded water), two-striped garter snake, southwestern willow flycatcher, least Bell's vireo, yellow-breasted chat, ringtail, long-tailed weasel, gray fox, pallid bat, and Townsend's big-eared bat, pre-construction presence/absence surveys by a qualified biologist shall be conducted for these species in work areas no more than 30 days prior to any site preparation, clearing, or project-related activities. If any of the above stated species are identified in project work areas activities shall cease until the species has moved to a different location on its own accord or until the biological monitor has successfully relocated the species to an area out of harms way.

2.10 Threatened and/or Endangered Species. If DFG determines that any threatened or endangered species, or species of special concern, such as red-legged frog or southwestern willow flycatcher, shall be impacted by the work proposed, work at that location shall stop, and the habitat or nest site in question avoided until the species are no longer reliant on the area for survival as determined by a qualified biologist. If work needs to continue, the Permittee shall obtain the appropriate federal and state permits for take of threatened or endangered species. The Permittee shall contact DFG's Environmental Services for the South Coast Region to obtain information on applying for the State Take Permit for State listed species if any potential for take exists as a result of Permittee's project-related activities.

2.11 Non-listed Special Status Species. A qualified environmental monitor shall be present during work in all DFG jurisdictional areas during initial project-related activities. To the extent feasible, non-listed special-status and/or common ground dwelling vertebrates encountered in the path of project-related activities. The monitor shall make every effort to relocate the species out of harms way to the extent feasible. Exclusionary devices shall be erected to prevent the migration into or the return of species into the

work areas if determined appropriate and feasible by the environmental monitor. Such exclusionary devices shall be checked by the biologist, or designee of the biologist, on a daily basis to check/ensure continued exclusionary device effectiveness. Should DFG personnel visit the site during construction activities and no biological monitor is available, construction activities shall be halted.

2.12 Special Status Species. If special-status species are observed within harm's way, the following protection measures shall be implemented at the discretion of the monitoring biologist: 1) utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area; 2) Install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; and 3) Capture/relocate species to appropriate habitat outside the disturbance area. The biological monitor shall have authority to temporarily stop construction activities until the species is determined to be out of harms way.

2.13 Contractor Education. Permittee shall have a qualified biologist prepare for distribution to all Permittee contractors, subcontractors, project supervisors, and consignees a "Contractor Education Brochure" with pictures and descriptions of all sensitive plant and animal species potentially occurring within the work areas. Permittee contractors and consignees shall be instructed to bring to the attention of the project biological monitor any sightings of species described in the brochure.

Biological Surveys and Time Restrictions

2.14 Nesting and/or Breeding Bird Surveys. The Permittee shall not remove or otherwise disturb vegetation or conduct any other project activities on the Project sites from March 1st to September 15th to avoid impacts to breeding/nesting birds; OR, PRIOR to project-related activities or site preparation activities, and those activities fall within the above breeding date restrictions, the Permittee shall have a qualified biologist survey breeding/nesting habitat within the project site and adjacent to the project site for breeding/nesting birds. Surveys shall be permitted between March 15th and June 1st only if work is anticipated during the nesting season. No surveys shall be permitted to begin after June 1st. Activities must be initiated within 72 hours of the conclusion of surveys. The Biologist shall provide DFG field notes or other documentation within 24 hours of completing the surveys. An email report with a letter report to follow may be used. The email/letter report should state how impacts of any nesting birds will be avoided by citing the appropriate information from these conditions.

2.15 Active Breeding and/or Nest. If breeding activities and/or an active bird nest is located, and concurrence has been received from DFG in writing, the breeding habitat/nest site shall be fenced and/or flagged a minimum of 150 feet for passerines (300 feet for raptors) in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the

project.¹ If active nests are observed and the recommended nest avoidance zones are not feasible, non-disturbance buffer zones shall be established by the qualified biologist based on, but not limited to site lines from the nest to the work site and observations of the nesting bird's reaction to project activities. Continuous monitoring of the nest site by a qualified biologist shall occur during disturbance activities, and a nest observation log shall be updated once per hour during construction activities. If the monitoring biologist determines nesting activities may fail as a result of work activities, all work shall cease (except access along re-established roadway) within the recommended avoidance area until the biologist determines the adults and young are no longer reliant on the nest site. A site-specific nest protection plan shall be submitted to DFG for review and approval if additional nest protection measures are determined necessary by the monitoring biologist. If the monitoring biologist determines that the established buffer is sufficient and nesting activities will not fail due to adjacent activities, the Permittee may request in writing, electronically or in written format, to DFG that the hourly monitoring requirement be adjusted to daily monitoring until the young have fledged and are no longer dependent on the area in question. Hourly monitoring shall continue until the Permittee has received a written response, electronically or in letter format, from DFG that the protocol may be adjusted to daily monitoring, at DFG discretion.

2.16 Migratory Birds. Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. Section 10.13). Sections 3503, 3503.5 and 3513 of the California Fish and Game Code that prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

2.17 Fish Surveys. If flowing or ponded water is within the proposed work limits and work in a wetted stream or river becomes necessary, the Permittee shall have a qualified fisheries biologist survey the proposed work area to verify presence/absence of the any sensitive fish species and any other species of special concern which may occur within the area PRIOR to any impacts in a wetted stream or river. Survey methods shall conform to the current U. S. National Marines Fisheries Service and the California DFG of Fish and Game. If any T/E species are found, the Permittee shall cease all work within a mile radius of the sighting and in all water (flowing or impounded) and shall contact the DFG within 24 hours of the sighting and shall request an onsite inspection by the DFG representative (to be done at the discretion of the DFG) to determine if work shall proceed. The results of the surveys shall be provided to the DFG, along with copies of all field notes, prior to the completion of work or as otherwise specified. The survey techniques shall be approved by the DFG, in writing, and the researcher shall have the required State and federal permits.

2.18 Project Site Surveys. The Permittee certifies by signing this agreement that the project site has been surveyed and that surveys indicated no rare, threatened or endangered species shall be impacted; if however threatened or endangered species

¹ NOTE: Buffer area shall increase to 300 feet for passerines and 500 feet for raptors if any endangered, threatened, or DFG species of special concern are identified during protocol or pre-construction presence/absence surveys.

are encountered within the proposed work area once project activities are implemented, or could be impacted by the work proposed, the Permittee shall consult with DFG and obtain any required state take permits.

2.19 Observations of Threatened and/or Endangered Species. If threatened or endangered species are observed in the area, no work shall occur from March 1st through September 15th to avoid direct or indirect (noise) take of listed species and State and/or Federal threatened/endangered species. Please note that additional state permits may be required prior to commencing project activities. This Agreement does not authorize take of species listed as Threatened and/or Endangered.

2.20 Reporting Observations to CNDDB. The Permittee shall be responsible for reporting all observations of threatened/endangered species or of species of special concern to DFG's Natural Diversity Data Base within ten (10) days of sighting.

2.21 Work Suspension. The Permittee shall not continue work once listed (threatened/endangered, Candidate, or Rare) species are discovered until DFG has been notified and concurrence has been received by DFG that work may continue. DFG will have forty-eight hours to review the circumstances and notify the Permittee if work may continue.

Habitat Protection

2.22 Vehicle Access Where Vegetation May be Impacted. In locations identified for project area access, or within the bank and streambed, vegetation shall be driven over only; no grubbing shall occur.

2.23 Tree and Shrub Removal. No tree removal is allowed for the list of following species: coast live oak, black walnut (*Juglans nigra*), western sycamore (*Platanus occidentalis*), and Fremont cottonwood (*Populus fremontii*) tree limbs less than 3 inches at DBH may be trimmed as necessary to provide equipment access. Any trimming of branches of trees with a DBH greater than 3 inches, other than *Salix* spp., shall require PRIOR approval from DFG. The proposed removal method for all trimmings and grubbed materials must be determined PRIOR to these activities and if it is determined that additional impacts may occur as a result of these activities additional Compensatory Mitigation may be required (See Section 3).

2.24 Herbicide Application. The Permittee shall apply any herbicides in accordance with state and federal law. No herbicides shall be used where Threatened or Endangered species occur. No herbicides shall be used when wind velocities are above 5 miles per hour or when nesting birds could be exposed.

2.25 Authorized Uses of Herbicides. No herbicides shall be used on native vegetation unless specifically authorized, in writing, by DFG. A small amount of selective trimming of native species (e.g. willow, oak and sycamore) may occur to prevent overspray of

herbicide from reaching these branches, but only as provided within the conditions of this Agreement. Native vegetation may only be trimmed; individual plants shall not be removed. Material in excess of three (3) inches DBH shall require specific notice to and consultation with DFG. All trimming shall be conducted using hand saws and hand tools.

2.26 Alteration of Streambed. If a stream channel has been altered during the Permittee's project-related activities, the streambeds low flow channel shall be returned, as nearly as possible, to pre-project conditions without creating a possible future bank erosion problem, or a flat wide channel or sluice-like area. The gradient of the streambed shall be returned to pre-project grade unless such operation is part of a restoration project; in which case, the change in grade must be approved by DFG prior to impacts.

2.27 Demolition of Structures. When any bridge is demolished, tarps shall be suspended above the bottom of the creek, with a gap between any water if present, or any diversion so not to smother any aquatics, and to trap all dust and debris from entering the channel. The dust shall be vacuumed at the end of each day to prevent the dust from blowing downstream and into any water.

2.28 Substrate. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed and or banks of the stream, except as otherwise addressed in the project description.

2.29 Domestic Animals. The Permittee shall not permit pets on or adjacent to the construction site.

2.30 Weapons. The Permittee shall ensure that no guns/or other weapons are on-site during construction, with the exception of the security personnel and only for security type functions. No hunting shall be authorized/permited during project-related activities.

Fill and Spoils

2.31 Fill. This Agreement does not authorize the use of any fill as none is specified in the project description as described in the Permittee's Streambed Notification.

Placement of In-stream Structures

2.32 Diversions. No diversion, dams, or restriction of flows is authorized within this Agreement without authorization in writing from the DFG PRIOR to implementation.

2.33 Wet concrete. No concrete or any cement product may be poured if measurable rain is forecasted within 15 days. If any concrete is poured after November 1st, a

quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time. Cement and concrete shall not be poured within 150 feet of a stream during the rainy season. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota without prior approval.

2.34 Unauthorized Materials. Any materials placed in seasonally dry portions of a stream that could be washed downstream or could be deleterious to aquatic life shall be removed prior to inundation by high flows.

2.35 Temporary Installation of Bridges, Culverts, or Other Structures. No Temporary culverts or other structures shall be such that water flow (velocity and low flow channel width) are authorized.

2.36 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction. Any work in a wetted portion of a streambed shall be approved by DFG prior to construction.

Turbidity and Siltation

2.37 Predicted Rain. If measurable rain with 25% or greater probability is predicted within 72 hours during project-related activities, all activities shall cease and protective measures to prevent siltation/erosion shall be implemented/maintained.

2.38 Sediment Control. Sediment from project-related activities shall not be placed in upland areas where it might likely be washed back into the stream, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees.

2.39 Sediment Control Devices. The Permittee shall install an appropriate sediment control device downstream of the work area to filter sediment created from water re-entering the creek. Acceptable materials include silt fence, straw bales, or other appropriate devices to prevent sediment runoff during rewatering activities. Silt control shall remain in place only until the water running through the work area is clear of sediment.

2.40 Dewatering Restrictions. No dewatering activities are proposed or authorized by this Agreement. If necessary, and after written approval has been granted by the DFG, silty/turbid water from dewatering or other activities shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The Permittee's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation only if and when it becomes necessary.

2.41 Dust control. No stream water may be used in construction, such as in dust control. All construction water shall be from developed sources. Any dust produced from

demolition of existing structures shall be vacuumed on a daily basis from the creek channel, and from any location when it may pass into waters of the state from rain or wind.

2.42 Sediment and Turbidity Levels. Upon DFG determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective DFG-approved control devices are installed, or abatement procedures are initiated.

2.43 Runoff Control. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

2.44 Contaminated Site Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a flowing stream, or dry ephemeral stream, or placed in locations that may be subjected to high storm flows.

Equipment and Access

2.45 Staging and Vehicle Storage. Staging/storage areas for equipment and materials shall be located outside of the stream in a 0.25 acres area selected due to its non-vegetated status. Staging in all other areas is prohibited by this Agreement unless otherwise approved PRIOR to staging activities by DFG.

2.46 Authorized Vehicles. Vehicles shall not be driven or equipment operated in water covered portions of a stream, or where wetland vegetation, riparian vegetation, or aquatic organisms may be harmed or destroyed. DFG must be notified within 24 hours by email or fax PRIOR to work in a wetted stream.

2.47 Vehicle Maintenance. Any equipment or vehicles driven and/or operated adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

Pollution, Litter and Cleanup

2.48 Pollutants and Debris. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated project-related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into, waters of the State. Any of these materials, placed within or where they may enter a stream, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When project-related activities 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 stream or lake.

2.49 Pollution Compliance. The 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 the Permittee to insure compliance.

2.50 Debris. Except as otherwise permitted in this Agreement, the removal of soil, vegetation, and vegetative debris from the stream bed or stream banks is prohibited. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash. The Permittee shall remove washed out culverts, and other construction materials, that the Permittee places within, or where they may enter the stream.

2.51 Pollution Prevention. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of project-related activities. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.52 Pollution Clean-up. The clean-up of all spills shall begin immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

2.53 Trash Receptacles. The Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scrapes, food wrappers, beverage and other miscellaneous trash generated by work force personnel.

3. Compensatory Measures

Permittee shall provide photographs of vegetation grubbed (5 Arroyo willows) PRIOR to grubbing. Riparian vegetation grubbed as part of Permittee's project related activities shall be photographed at 6-month intervals and these photographs shall be submitted to the Department for review to follow vegetation recovery over time for 2-calendar years; to monitor temporal impacts and recovery rates of Arroyo Willows were no mitigation has been required. If vegetation recovers sooner Permittee may request to end photo documenting on a different date in writing to the Department. However, if vegetation does not recover as predicted by Permittee after the 2-year timeline, additional mitigation may be required as part of this Agreement.

Exotic Species Removal and Control

3.1 Wildland Pest Species. The Permittee, whenever possible, shall remove any non-native vegetation *Arundo* (*Arundo donax*), tamarisk (*Tamarix* spp.), eucalyptus-immature 3" < (*Eucalyptus* spp.), pepper tree (*Schinus molle*), castor bean (*Ricinus communis*), African umbrella sedge (*Cyperus eragrostis*, *Nutsedge*), mustards (*Brassica* spp.), tree tobacco (*Nicotiana glauca*), periwinkle (*Littorina* spp.), and pampas grass (*Cortaderia selloana*) from the work area and shall dispose of it in a manner and a location which prevents its reestablishment.

3.2 *Arundo donax*. Giant cane (*Arundo*), if present, shall be cut to a height of 6 inches or less, and the stumps painted with an herbicide approved for aquatic use within 5 minutes of cutting. Herbicides shall be applied at least three times during the period from May 1st to October 1st to eradicate these plants. Where proposed methods for removing giant cane deviate from this procedure, the Permittee shall present the alternate methods, in writing, to DFG for review and approval, prior to implementation.

3.3 Exotics Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, the Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Weekly Electronic Reports. Electronic (e-mail) weekly updates during periods of project implementation describing vegetation clearing, grubbing, and grading progress, species encountered during construction, and species relocation/disposition, as well as any reported losses of wildlife shall be submitted to the DFG no later than the first Monday following the initiation of site preparation, and shall continue until the site preparation portion of the project is completed (this includes all roads and related activities). Electronic updates should be submitted to the following email address: jjackson@dfg.ca.gov

4.2 Final Construction Mitigation and Monitoring Report. Permittee shall provide a final construction report to DFG no later than two weeks after the project is fully completed including color photographs of before and after project related activities, including the surrounding staging areas. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post project, post-project photographs.

CONTACT INFORMATION

Any communication that Permittee or DFG 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 DFG specifies by written notice to the other.

To Permittee:

California Department of Transportation
Mr. Tom Edell
50 Higuera Street
San Luis Obispo, California, 93401
Tel. (805) 549-3019 Fax. (805) 549-3233

To DFG:

DFG of Fish and Game
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2011-00203-R5

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 DFG'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

DFG 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 DFG 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 DFG 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 DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG 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 DFG'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

DFG may amend the Agreement at any time during its term if DFG 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 DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG'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 DFG 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 DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG'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 DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG 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 (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG 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.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on October 15, 2016 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.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit A: "Natural Environmental Study Santa Ynez River Bridge in Lompoc Santa Barbara County Project Number 05-0002-0111 (EA 0T9100)" dated April 2011.

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 DFG in accordance with FGC section 1602.

CONCURRENCE

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

FOR California Department of Transportation

Nancy Siepel (FOR)

Nancy Siepel
Senior Environmental Planner

9/22/2011

Date

FOR DFG OF FISH AND GAME

Leslie MacNair

FOR
Leslie MacNair
Environmental Program Manager

9/26/2011

Date

Prepared by: Jamie Jackson
Staff Environmental Scientist

