

FOR CONTRACT NO.: 07-127274

# INFORMATION HANDOUT

## AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME

NOTIFICATION NO. 1600-2011-0080-R5

## MATERIALS INFORMATION

BATTERY BACK UP SYSTEM

**ROUTE: 07-LA-138-KP 102/106.2**



State of California - The Natural Resources Agency

EDMUND G. BROWN, JR., Governor

DEPARTMENT OF FISH AND GAME

JOHN McCAMMAN, Director

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



June 14, 2011

California Department of Transportation  
Mr. Eric Hanson  
100 South Main Street  
Los Angeles, California 90012

Subject: Draft Lake or Streambed Alteration Agreement  
Notification No. 1600-2011-0080-R5  
Seven Unnamed Desert Tributaries to Rosamond Dry Lake  
Sr-138 Widening: Segment 12

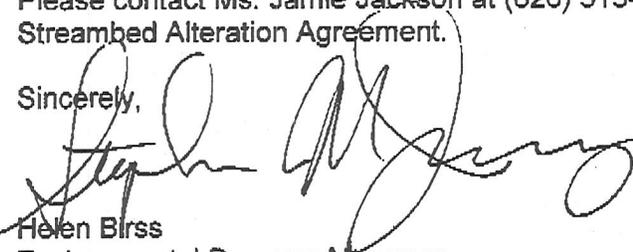
Dear Mr. Eric Hanson:

Enclosed is Streambed Alteration Agreement # 1600-2011-0080-R5 that authorizes work on the SR-138 Widening: Segment 12 project located near the City of Llano, and in the vicinity of Palmdale in the County of Los Angeles. This action is authorized under Section 1602 of the Fish and Game Code and has been approved by the California Department of Fish and Game. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the Department filed a Notice of Determination (NOD) on the project on 14 June 2011. Under CEQA regulations, the project has a 30-day statute of limitations on court challenges of the Department's approval.

The Department believes that the project fully meets the requirements of the Fish and Game Code and CEQA. However, if court challenges on the NOD are received during the 30-day period, then an additional review or even modification of the project may be required. If no comments are received during the 30-day period, then any subsequent comments need not be responded to. This information is provided to you so that if you choose to undertake the project prior to the close of the 30-day period, you do so with the knowledge that additional actions may be required based on the results of any court challenges that are filed during that period.

Please contact Ms. Jamie Jackson at (626) 513-6308 if you have any questions regarding the Streambed Alteration Agreement.

Sincerely,

  
Helen Birss  
Environmental Program Manager

Enclosure  
cc: Jamie Jackson

*Conserving California's Wildlife Since 1870*

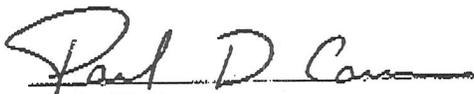
Notification #1600-2011-0080-R5  
Streambed Alteration Agreement  
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be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

**CONCURRENCE**

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

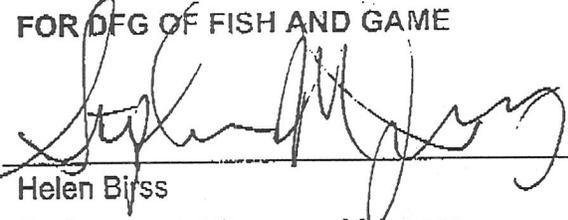
**FOR** California Department of Transportation



for Aziz Elattar  
Office Chief

6/7/11  
Date

**FOR DFG OF FISH AND GAME**



for Helen Birss  
Environmental Program Manager

14 June 2011  
Date

Prepared by: Jamie Jackson  
Staff Environmental Scientist

**CALIFORNIA DEPARTMENT OF FISH AND GAME**

SOUTH COAST REGION

3883 Ruffin Road

San Diego, CA 92123



**STREAMBED ALTERATION AGREEMENT**

NOTIFICATION No. 1600-2011-0080-R5

Seven Unnamed Desert Tributaries to Rosamond Dry Lake

California Department of Transportation

SR -138 WIDENING SEGMENT 12

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. Eric Hanson acting on behalf of Permittee.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on December 28, 2010 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 proposed project(s) are located in the community of Llano, Los Angeles County, on State Route 138 (SR-138) from 500 feet west of 165<sup>th</sup> Street continuing east to 193<sup>rd</sup> Street. The project location can be located using the following resources: 1) USGS 7.5 Minute Quad Map Name: Valyermo, Township 5N, Range 9W, Section 28; 2) Latitude 34.506097 / Longitude -117.83545.

**PROJECT DESCRIPTION**

The Permittee proposes the permanent removal of sections of seven unnamed ephemeral streambeds impacting 0.90 acres during the Permittee's project-related

activities, widening State Route 138 (SR-138) from 500 feet west of 165<sup>th</sup> Street continuing east to 193<sup>rd</sup> Street; and the replacement and/or extension of several culverts. Complete grubbing and grading within Caltrans right-of-way will be required to accommodate roadway drainage and maintenance access. Grubbing and grading will result in the removal of all native plants. The existing seven ephemeral streams wash over and under the current alignment of SR-138. The existing culverts shall be replaced with larger culverts to accommodate flow and potential use by wildlife. Fill shall be placed only in the immediate areas of the widening project in order to fill the least amount of ephemeral streambed necessary to widen the roadway and extend the length of the upgraded culverts. A trapezoid ditch shall be constructed along the roadway to accommodate roadway drainage and transport flows to the newly constructed streambeds and upgraded culverts. No diversions are proposed. The Permittee's activities shall involve the use of the following equipment to accomplish the subject project: trucks (two or more tons), scrapers, excavators, compactors, and asphalt pavers.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect, based on a site visit conducted March 28, 2011 by Jamie Jackson, and based on information received from the Permittee, include, but are not limited to: **Amphibians:** western toad (*Bufo boreas*), Pacific treefrog (*Hyla regilla*); **Reptiles:** desert tortoise (*Gopherus agassizii*), desert spiny lizard (*Sceloporus magister*), California horned lizard (*Phrynosoma coronatum frontale*), San Diego horned lizard (*Phrynosoma coronatum blainvillii*), western fence lizard (*Sceloporus occidentalis*), side-blotched lizard (*Uta stansburiana*), western whiptail (*Aspidoscelis tigris*), western racer (*Coluber constrictor*), western rattle snake (*Crotalus viridis*), glossy snake (*Arizona elegans*), gopher snake, (*Pituophis melanoleucus*); **Birds:** Burrowing owl (*Athene cunicularia hypugaea*), Le Conte's thrasher (*Toxostoma lecontei*), Prairie falcon (*Falco mexicanus*), California quail (*Callipepla californica*), song sparrow (*Melospiza melodia*), Killdeer (*Charadrius vociferous*), red-winged blackbird (*Agelaius phoeniceus*), horned lark (*Eremophila alpestris*), Bewick's wren (*Thryomanes ludovicianus*), scrub jay (*Aphelocoma californica*), cactus wren (*Campylorhynchus brunneicapillus*), California towhee (*Pipilo fuscus*), western kingbird (*Tyrannus verticalis*), bushtit (*Psaltriparus minimus*), great-horned owl (*Bubo virginianus*), western tanager (*Piranga ludoviciana*), red-tailed hawk (*Buteo jamaicensis*), barn owl (*Tyto alba*), white-tailed kite (*Elanus leucurus*), American kestrel (*Falco sparverius*), mourning dove (*Zenaidura macroura*), house finch (*Carpodacus mexicanus*), Anna's hummingbird (*Calypte anna*), American crow (*Carpodacus mexicanus*), black phoebe (*Sayornis nigricans*); **Mammals:** Mojave ground squirrel (*Spermophilus mohavensis*), San Joaquin pocket mouse (*Perognathus inornatus inornatus*), bobcat (*Felis rufus*), white tailed antelope squirrel (*Ammospermophilus leucurus*), California ground squirrel (*Spermophilus beecheyi*), desert cottontail (*Sylvilagus audubonii*), deer mouse (*Peromyscus maniculatus*), chisel-toothed kangaroo rat (*Dipodomys microps*), black-tailed hare (*Lepus californicus*), coyote (*Canis latrans*); **Native Plants:** Peirson's morning-glory (*Calystegia peirsonii*),

pygmy poppy (*Canbya candida*), Robinson's pepper grass (*Lepidium virginicum*, var. *robinsonii*), short-joint beavertail cactus (*Opuntia basilaris*, var. *brachyclada*), four-winged saltbush (*Atriplex canescens*), rubber rabbitbrush (*Chrysothamnus nauseosus*), and Joshua tree (*Yucca brevifolia*); and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area. These resources are more specifically described in the report titled: Exhibit A - Please see the Exhibit Section of this Agreement.

The adverse effects the project could have on the fish or wildlife resources identified above include: permanent impacts of no more than 0.90 acres to ephemeral streambed from filling and removal of habitat and temporary impacts to no more than 1.50 acres of desert riparian vegetation removal to improve the inlets, aprons, and wingwalls of existing culverts and the realignment of Segment 12 on SR-138.

### **Permanent Impacts**

Seven ephemeral streambeds and two culverts will be permanently altered by the proposed project permanently impacting 0.90 acres of desert streambed and desert riparian habitat. The seven ephemeral streambeds will be filled and new streambed alignments created to convey runoff collected from a newly constructed trapezoidal ditch.

### **Temporary Impacts**

Joshua, juniper tree and vegetation removal may result on 1.50 acres of desert streambed and desert riparian habitat within the Permittee's right-of-way resulting in temporary impacts to habitat for desert amphibians and reptiles, migratory birds and raptors, and mammals. Vegetation within the proposed project footprint consists of Mojave creosote bush scrub, Mojave mixed woody scrub, Joshua tree woodland, and Mojave wash scrub. The boundaries of the project footprint shall be CLEARLY demarcated using flagging or fencing.

## **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 # 1600-2011-0080-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 shall be shown on the final plan sheets and prior to construction the Resident Engineer shall contact the Permittee District 7 Construction Liaison in order to set up the ESA limits in the field. The seven Jurisdictional streambeds and two culvert extensions will require work to be done during the dry season (April 1<sup>st</sup> through October 31<sup>st</sup>).

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. 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 Burrowing Owl. The Permittee shall perform a spring and winter burrowing owl survey of any area prior to and within one year of clearing any vegetation from that area. Previously submitted surveys have expired. If evidence exist that burrowing owls are utilizing the site the Permittee shall erect exclusionary devices to prevent the owls from entering the burrows and shall implement an artificial burrow program near the site in one of the areas considered for restoration/creation or preservation, as part of the mitigation measures for this agreement. The exclusionary or artificial devices shall be placed by a wildlife biologist familiar with burrowing owl ecology and shall be approved by the DFG. Except for Phase 1, the approved devices shall be placed at least two months prior to any site-related project activities and monitored for one year to ensure they are functioning and being used by owls.

2.2 Mojave Ground Squirrel. The proposed project supports marginal habitat for the Mojave ground squirrel (MGS). Project activities may result in take of this species; and the DFG recommends that the project proponent conduct a focused MGS survey following the DFG's trapping survey protocol. The survey protocol may be provided by

the DFG upon request. If MGS is found on site and avoidance of occupied MGS habitat is not feasible the DFG recommends that the project implements one of the following mitigation options. If focused MGS trapping surveys do not result in the capture of MGS on the proposed site, the Permittee shall not be obligated to secure a California Incidental Take Permit and perform mitigation for MGS. Results of MGS-focused surveys are valid for one year. Survey results must be submitted to the DFG for concurrence and written approval must be received from the DFG PRIOR to any impacts.

2.2.1 The Permittee may secure a California Incidental Take Permit for MGS before ground/vegetation disturbance activities commence. Within the Incidental Take Permit, the DFG shall propose a mitigation condition for temporary and/or permanent impacts to MGS habitat in the form of MGS habitat acquisition based upon 1:1 mitigation ratio. Mitigation acquisition must take place within a DFG-approved location.

2.2.2 Alternatively, the Permittee may choose to forgo focused MGS presence/absence surveys and therefore shall assume presence of MGS on site. Under this option the Permittee shall be issued a California Incidental Take Permit for MGS prior to ground/vegetation disturbance activities. As under option 1 above, the Permittee shall mitigate for temporary and/or permanent impacts to MGS habitat by performing habitat acquisition at a 1:1 mitigation ratio. Habitat acquisition may take place at the Desert Tortoise Preserve in Kern County and be coordinated with the Desert Tortoise Preserve Committee.

2.3 Mojave Desert Tortoise - Mojave desert tortoise (MDT) is a state and federal threatened species. The DFG recommends transect surveys on the project site and within the zone of influence following US Fish and Wildlife survey protocol and a clearance survey of the project site prior to disturbances that may result in take of MDT. Presence of MDT on the project site or within the zone of influence would warrant further consultation with the DFG and USFW under the state and federal endangered species acts to determine the need for an incidental take permit and/or exclusionary fencing of the project site prior to project site disturbances that may result in take of MDT. Survey results are valid for one year. Survey results must be submitted to the DFG for concurrence and written approval must be received from the DFG PRIOR to any impacts.

2.4 Swallows. It is anticipated that swallows may nest on bridges and other structures between February 15<sup>th</sup> and September 1<sup>st</sup>. 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. Prior to February 1<sup>st</sup>, existing nests (from previous years) shall be removed. Removal of partially completed nests, or if new nests are built to completion, or existing nests become occupied, then any work that would interfere with or discourage swallows from returning to their nests is not

permitted.

2.5 Bats. Bats may roost in the hollowed cavities of Joshua trees. The Permittee shall avoid work when it would disturb roosting bats (February 15<sup>th</sup> – September 30<sup>th</sup>). If the Permittee determines that work must be conducted during this sensitive time period for roosting bats 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.

2.6 Presence/Absence Surveys. Due to the potential occurrence, or locally known presence of: desert tortoise, California horned lizard, Le Conte's thrasher, prairie falcon, and San Diego horned lizard, pre-construction presence/absence surveys (in addition to previous protocol level surveys for species that required them) 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.

2.7 Threatened and/or Endangered Species. If DFG determines that any threatened or endangered species, or species of special concern, such as desert tortoise or Mojave ground squirrel 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.

2.8 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.

2.9 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.

**2.10 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**

**2.11 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 February 15<sup>th</sup> to September 1<sup>st</sup> to avoid impacts to desert passerines and raptors breeding/nesting in the project area; 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 February 1<sup>st</sup> and June 1<sup>st</sup> only if work is anticipated during the nesting season. No surveys shall be permitted to begin after June 1<sup>st</sup>. 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.

**2.12 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. Standard buffers shall be at a minimum of 300 feet for passerines (500 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. 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, species-specific information, 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.

2.13 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).

2.14 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 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.

2.15 Observations of Threatened and/or Endangered Species. If threatened or endangered species are observed in the area, no work shall occur from March 1<sup>st</sup> through September 15<sup>th</sup> 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.

2.16 Reporting Observations to CNDDDB. 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.

2.17 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**

2.18 Wildlife Corridors. The Permittee, where possible, and in jurisdictional features, shall install appropriately sized culverts or open span bridges, to facilitate the movement

of wildlife, under rather than over roadways. If culverts or an open span bridge cannot be installed the Permittee shall notify the DFG and discuss other options. The Permittee shall maintain all existing culverts, in jurisdictional features, associated with the SR-138 Widening project. Hydrology and acre feet of water delivered to Rosamond Dry Lake shall not be altered. The culverts potentially provide wildlife/aquatic organisms access under SR-138 and shall remain adequate in size and uncompromised to accommodate the movement of both aquatic and terrestrial species. The DFG has noted that providing a mechanism for diffused light to pass into and under the under crossings are an important element for mammals using these dry creek beds as corridors. The project should be modified to include some mechanism for diffuse light to pass into the newly designed box culverts where the inlet and outlet are more than 25 linear feet apart.

2.19 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.

2.20 Tree and Shrub Removal. No tree removal is allowed other than authorized in the current project description submitted for this LSAA. 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).

2.21 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.

2.22 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.

2.23 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.

2.24 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.

2.25 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.

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

2.27 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/permitted during project-related activities.

### **Fill and Spoils**

2.28 Fill. This Agreement authorizes the use of fill as specified in the project description as described in the Permittee's Streambed Notification.

### **Placement of In-stream Structures**

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

2.30 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.

2.31 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.

2.32 Temporary Installation of Bridges, Culverts, or Other Structures. Temporary culverts or other structures shall be such that water flow (velocity and low flow channel width) is not impaired. Bottoms of temporary culverts shall be placed at or below stream channel grade. If any structure is cast in place, the area poured shall be completely

bermed and isolated to contain all wet cement, even if water is not present. The pH of hot concrete may be as high as 13 which is toxic to wildlife.

2.33 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**

2.34 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.

2.35 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.

2.36 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.

2.37 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.

2.38 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.

2.39 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.

2.40 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.

2.41 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**

2.42 Staging and Vehicle Storage. Staging/storage areas for equipment and materials shall be located outside of the stream.

2.43 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 if it becomes necessary to work in a wetted stream, other than already described in the Permittee's notification.

2.44 Vehicle Access. The Permittee shall have a qualified biologist conduct surveys for emergent vegetation and aquatic animal species PRIOR to vehicles allowed into the stream. Results, including negative findings, shall be submitted to DFG PRIOR to impacts. DFG concurrence must be received PRIOR to the commencement of any work in a wetted stream.

2.45 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**

2.46 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.

2.47 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.

2.48 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.

2.49 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.

2.50 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.

2.51 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**

To compensate for adverse impacts to fish and wildlife resources identified above, that cannot be avoided or minimized, Permittee shall implement each habitat enhancement measure listed below.

#### **Ephemeral Streambed**

3.1 Permanent impacts to desert ephemeral streambeds. To compensate for impacts to 0.90 acres of seven ephemeral streambeds impacted as part of Permittee's project-related activities the Permittee shall recreate 0.90 acres of ephemeral streambeds along the new alignment of SR-138 from the end of the previous position of the affected streambeds continuing for an equivalent distance into the adjacent desert area. Contours and vegetation shall be replicated as close as feasibly possible. Designs shall be incorporated into the Habitat Mitigation and Monitoring Plan (See Section 4 of this Agreement).

#### **Native Vegetation**

3.2 Temporary impacts to desert riparian vegetation.

**3.2.2 Plantings.** Revegetation shall occur in all areas of temporary impacts (1.50 acres), particularly newly constructed ephemeral streambed areas, and other areas where diversity or density of desert riparian habitat can be improved. This revegetation shall be required on-site. The Permittee shall submit the plant palette for revegetation to DFG for approval PRIOR to installation by **September 01, 2012**. The Permittee shall include a supplemental watering plan until these plantings are able to survive independently of supplemental watering. Installation of the plantings shall be concluded by **December 31, 2012**.

### **Exotic Species Removal and Control**

**3.3 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.

**3.4 *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 1<sup>st</sup> to October 1<sup>st</sup> 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.

**3.5 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 Habitat Mitigation Monitoring Report (HMMP).** Permittee shall submit in written format the proposed HMMP to the DFG PRIOR to any impacts (site preparation included) and must receive from the DFG written concurrence that the HMMP has been approved before Permittee may proceed with any site preparation activities. Permittee shall submit the HMMP for DFG comments and written approval by either the proposed project implementation date or **December 31, 2011**. Permittee must allow the DFG 30-

days to review and provide written approval of the proposed HMMP PRIOR to any project-related impacts. The HMMP shall include all proposed planting plans, realignments of ephemeral streambeds, and all proposed monitoring activities and durations proposed for each phase of mitigation to be installed and completed. All portions of the HMMP shall be completed by **December 31, 2012**.

4.2 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](mailto:jjackson@dfg.ca.gov)

4.3 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. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post project, post-project photographs, and detailed habitat restoration (as detailed in section 3 above).

## **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. Ron Kosinski  
100 S. Main Street,  
Los Angeles, California, 90012  
Tel. (213) 897-0098 Fax. (213) 897-2593

### To DFG:

DFG of Fish and Game  
South Coast Region  
3883 Ruffin Road  
San Diego, California 92123  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2011-0080-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](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

**Please note** - An additional fee is still outstanding for impacts to six remaining streambeds associated with the project footprint. The LSAA will not be executed until the remaining fee has been calculated and submitted.

## **TERM**

This Agreement shall expire on September 01, 2013 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: "Final Environmental Impact report / Environmental Assessment State Route 138 Widening Project from Avenue T to State Route 18 Junction through the Communities of Littlerock, Pearblossom, Llano and the City of Palmdale" dated March 29, 2001 -- SCH Number: 1998091007

## **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

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Aziz Elattar  
Office Chief

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Date

**FOR DFG OF FISH AND GAME**

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Helen Birss  
Environmental Program Manager

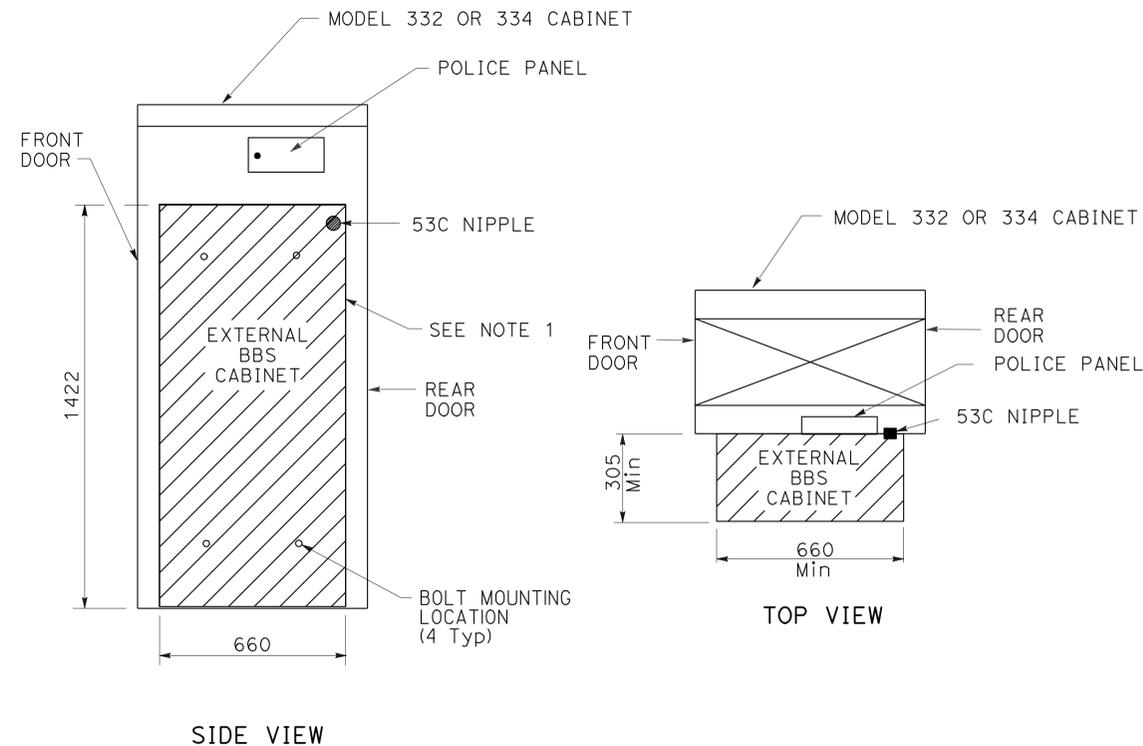
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Date

Prepared by: Jamie Jackson  
Staff Environmental Scientist



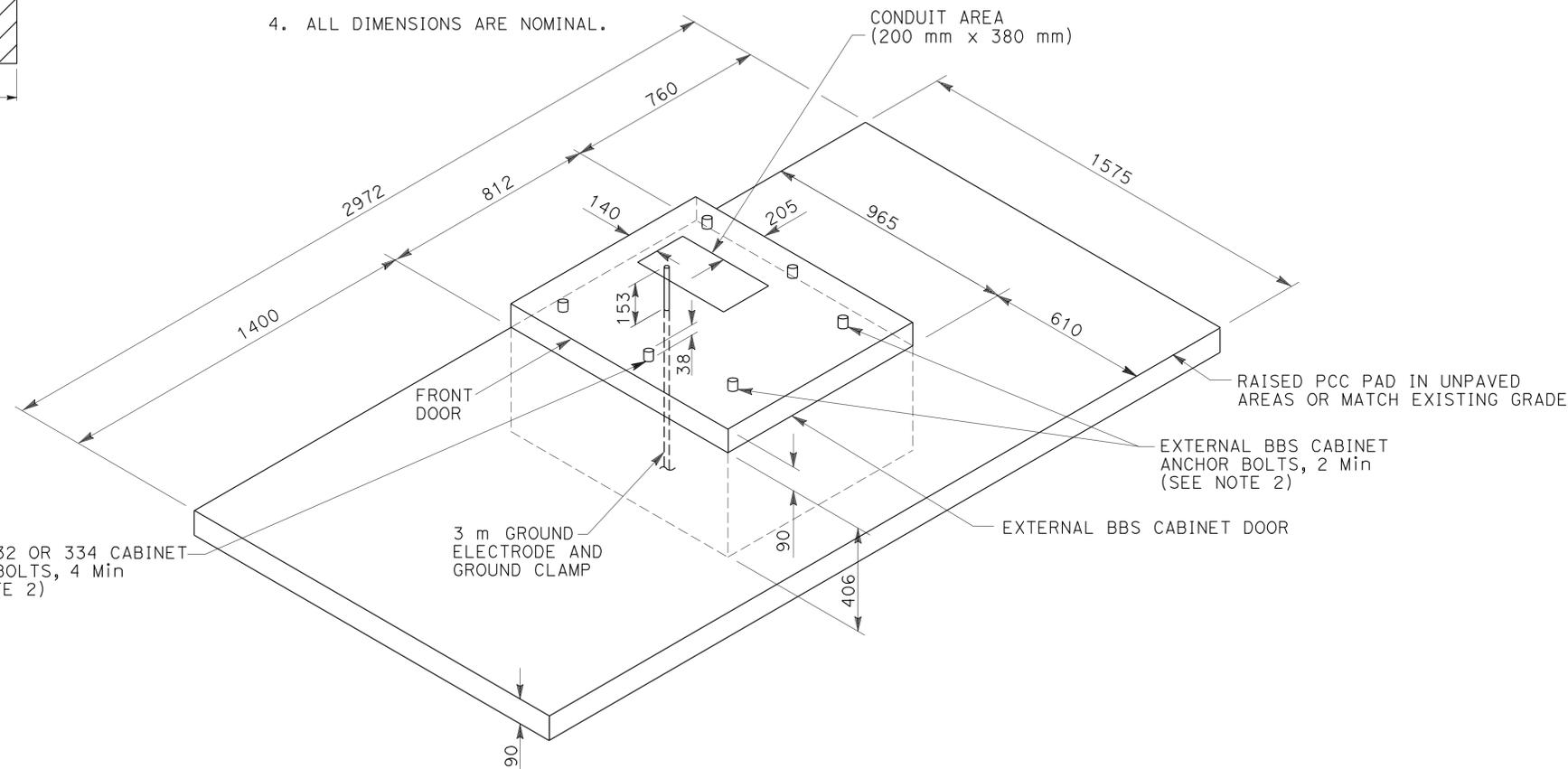
Dist	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No.	TOTAL SHEETS
Theresa Gabriel				12-20-07	
REGISTERED ELECTRICIAN				DATE	
PLANS APPROVAL DATE					
Theresa A. Gabriel					
No. E15129					
Exp. 6-30-10					
ELECT					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.					



**NOTE: (THIS SHEET ONLY)**

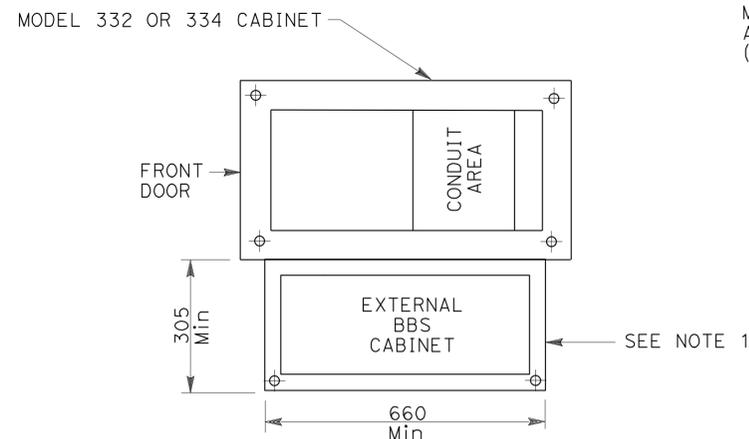
1. THE EXTERNAL BBS CABINET SHALL BE MOUNTED TO THE MODEL 332 OR 334 CABINET WITH FOUR 18-8 STAINLESS STEEL HEX HEAD, FULLY-THREADED, 9.5 mm-16 X 25.4 mm BOLTS; TWO WASHERS PER BOLT, DESIGNED FOR 9.5 mm BOLTS AND ARE 18-8 STAINLESS STEEL, 25.4 mm OUTSIDE DIAMETER, ROUND, AND FLAT; AND ONE K-LOCK NUT PER BOLT, THAT IS 18-8 STAINLESS STEEL AND A HEX-NUT. THE ENGINEER WILL HAVE TO APPROVE THE BOLT MOUNTING LOCATION PRIOR TO INSTALLATION.
2. THE ANCHOR BOLTS SHALL BE 19 mm Dia X 380 mm WITH A 50 mm-90° BEND. THE CABINET MANUFACTURER'S SPECIFICATION SHALL DETERMINE THE LOCATION OF THE ANCHOR BOLTS IN THE FOUNDATION. THE ENGINEER WILL HAVE TO APPROVE ANCHOR BOLTS AND ITS LOCATION IN THE FOUNDATION PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL VERIFY THE DIMENSIONS OF THE BBS CABINET PRIOR TO CONSTRUCTING THE FOUNDATION OF THE MODIFIED PORTION OF THE S+d MODEL 332 AND 334 CABINET FOUNDATION. THE ENGINEER WILL HAVE TO APPROVE ANY NECESSARY DEVIATIONS PRIOR TO CONSTRUCTION.
4. ALL DIMENSIONS ARE NOMINAL.

**EXTERNAL BBS CABINET MOUNTED TO THE MODEL 332 OR 334 CABINET**



**MODIFIED MODEL 332 AND 334 CABINET FOUNDATION DETAIL FOR BATTERY BACKUP SYSTEM (BBS)**

(FOR DIMENSIONS AND DETAILS NOT SHOWN AND ADDITIONAL NOTES, SEE SHEET ES-3C OF THE STANDARDS PLANS FOR MODEL 332 AND 334 CABINETS)



**BASE PLAN FOR BBS MOUNTED TO THE MODEL 332 OR 334 CABINET**

(FOR DIMENSIONS AND DETAILS NOT SHOWN, SEE SHEET A6-1 TO A6-4, CABINET HOUSING DETAILS OF THE TRANSPORTATION ELECTRICAL EQUIPMENT SPECIFICATION (TEES))

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN  
**ELECTRICAL SYSTEMS (BBS FOUNDATION DETAILS)**

NO SCALE

THIS PLAN IS ACCURATE FOR ELECTRICAL WORK ONLY.



USERNAME => trperce  
DGN FILE => BBS Foundation metric.dgn

CU 00000

EA 00000





