

FOR CONTRACT NO.: 11-264004

INFORMATION HANDOUT

AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME

NOTIFICATION NO. 1600-2009-0136-R6

UNITED STATES FISH AND WILDLIFE SERVICE (Informal Section 7 Consultation)

MATERIALS INFORMATION

FINAL HYDRAULIC REPORT FOR THE MYER CREEK BRIDGE RETROFIT

FINAL HYDRAULIC REPORT FOR THE DEVILS CANYON BRIDGE

ROUTE: 11-IMP-8-R4.9,R7.2

State of California – Department of Transportation
Division of Engineering Services
Office of Design & Technical Services

FINAL HYDRAULIC REPORT

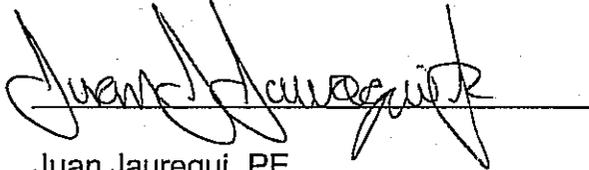
Myer Creek Bridge (Retrofit)

Bridge No. 58-0270R

11 - Imp - 8 - PM 7.22

EA 11-264001

Prepared by:



Juan Jauregui, PE
Structure Hydraulics & Scour Mitigation
September 1, 2008



General:

It is proposed to rehabilitate the Myer Creek Bridge (Bridge No. 58-0270R) with seismic retrofits. The bridge is located on State Route 8 in Imperial County. Myer Creek Bridge was originally constructed in 1942 as an open spandrel reinforced concrete arch. The arch anchorages are located in the channel bottom and are founded on granitic bedrock. In 1964 the bridge was widened on the downstream side with three-spans of simply supported steel girders. The piers for the steel girder structure are also located within the channel bottom and sit atop spread footings.

The proposed bridge rehabilitation and seismic retrofit consists of:

- Deck joint retrofit
- Abutment retrofit
- Top of column retrofit of Piers 2 and 3 of the steel girder structure
- Bottom of column retrofit of Piers 2 and 3 of the steel girder structure
- Footing retrofit
- Infill wall for Piers 4 and 5 of the arch spandrel structure, and spandrel piers 3 and 6
- Fiber wrap of spandrel arch and spandrel piers 1, 2, 7, and 8
- Arch anchorage retrofit
- Bridge barrier replacement
- Column strut retrofit of Piers 2 and 3 of the steel girder structure

The proposed deck joint retrofit, abutment retrofit, top of column retrofit, infill walls, fiber wrap, and bridge barrier replacement are all outside the 100-year water surface elevation for Myer Creek and therefore have no impact on bridge hydraulics or scour.

Based on information provided by Structure Design, the bottom of column retrofit will consist of either a 4' x 10' rectangular casing or a 5' x 12' elliptical casing. The existing piers are 3' x 9' rectangular columns. The footing retrofit will increase the footing size from its existing 8' x 16' x 2' thick, to 16' x 24' x 4' thick. The column strut retrofit consists of 3' x 4' rectangular struts on 8' x 8' x 3' thick footings. The arch anchorage retrofit will increase the size of the existing concrete anchorage.

This report is based on the Planning Study plan sheets provided on July 1, 2008.

All elevations indicated in this report are based on Vertical Datum NGVD 1929.

Basin:

At the bridge site, Myer Creek drains approximately 17.11 square miles of undeveloped mountainous terrain. Elevations within the watershed range from 4,548 feet at Blue Angel Peak and 1,200 feet at the bridge site. Average annual precipitation within the watershed ranges from 16 to 18 inches in the higher elevations to 8 inches at the bridge site.

The headwaters to the creek originate in the Jacumba Mountains near the U.S.-Mexico border. Myer Creek flows in a northeasterly direction through In-Ko-Pah Gorge. As eastbound State Route 8 descends the Jacumba Mountains, it travels through In-Ko-Pah

Gorge, traversing Myer Creek at various locations. As Myer Creek flows out of In-Ko-Pah Gorge and into the Imperial Valley, approximately 1 mile downstream of the bridge site, it forms an alluvial fan.

Discharges:

Myer Creek is a sandy wash characteristic of Southern California desert regions. Flows are intermittent and generally follow heavy rains. Peak discharge rates were determined using Figure 819.2D, *Regional Flood Frequency Equations for California Regions within USGS Southwestern United States Study*, from the Caltrans Highway Design Manual (HDM, 6th Edition). Discharges for the 100-yr and 50-yr events were calculated to be 6,030 cfs and 3,955 cfs, respectively.

Flood History:

In reviewing the Caltrans' bridge files, there is no known record of bridge overtopping at this location. Flooding from Myer Creek has been recorded at other locations along State Route 8.

Stage/Velocity:

The bridge hydraulics program BrEase was used to determine the water surface elevation and stream velocity at the upstream edge of deck. The 50-year and 100-year discharge stages were evaluated. A Manning's roughness coefficient of 0.04 (due to flow in a rocky canyon) and a slope of 3.0% were used in the analysis.

The impacts to water surface elevation and stream velocity due to the proposed bottom of column retrofit, column strut retrofit, and the arch anchorage retrofit are considered to be negligible. Velocities, water surface elevations, and freeboard values are summarized in Table 1 below.

Table 1: Hydraulic Summary Myer Creek Bridge (Br. No. 54-0270R) Exiting Bridge Soffit Elevation ¹ = 1228.25 ft Minimum Required Soffit Elevation ² = 1210.9 ft			
Frequency	Average Velocity (fps)	Water Surface Elevation (ft)	Available Freeboard (ft)
50-yr	12.8	1207.9	20.35
100-yr	14.8	1208.7	19.55

Notes: (1) Elevation under the high point of the concrete arch.
 (2) Based on a minimum freeboard of 3 ft at Q₅₀.

Streambed:

At the bridge site location, Myer Creek flows in a rocky canyon with a sandy channel bottom. The channel bottom is strewn with rocks and boulders and vegetated with desert shrubs and

small trees. The bridge is located at an approximately 40-degree bend in the creek. No geotechnical borings have been conducted for this bridge site. The granitic bedrock is clearly exposed on the sides of the canyon. Based on recent seismic refractions performed at the site, the bedrock is estimated to be at an elevation of 1188 feet in the channel bottom.

Scour:

In December 1999, the scour potential was assessed in accordance with FHWA Technical Advisory T5140.23. The existing bridge was determined to be not scour critical. The NBIS Item 113 code was revised from 6 to 8, "bridge foundations determined to be stable for the assessed or calculated scour condition."

The revised rating was based on the pier foundations and arch anchorage being founded on bedrock. Recent seismic refraction studies conducted at the bridge site indicate that the pier foundations may actually be founded on decomposed/weathered granite. Nevertheless, according to Geotechnical Design Branch South 2, the decomposed/weathered granite is non-scourable.

A review of historic channel cross-sections taken at the bridge indicates that the channel has degraded. From 1965 to 1999, the channel degraded approximately 1.7 feet. Based on this historical trend, the channel is projected to further degrade 1.0 foot in the next twenty years. Any degradation that occurs should be limited to the alluvial material in the channel. Once bedrock is encountered, further degradation should be arrested.

The proposed seismic retrofits will not adversely affect the scour rating of the bridge. Structure Design Branch 11 has indicated that the proposed strut footing will be placed on bedrock. Additionally, either option for retrofitting the bottom of columns of Piers 2 and 3 (rectangular or elliptical casing) are acceptable.

Potential scour depths are summarized below in Table 2.

Scour Type	Scour Depth	Comments
Degradation	1.0 ft.	20 yr projection based on historical cross-sections.
General Scour	N/A	No evidence to indicate contraction scour or other forms of general scour.
Local Pier Scour	N/A	Pier foundations on bedrock or non-scourable decomposed/weathered granite.
Local Abutment Scour	N/A	Abutments are located on top of the canyon.
Total Potential Degradation and Scour Depth	N/A	Footings and arch anchorages are founded on either bedrock or non-scourable decomposed/weathered granite.
Total Potential Degradation and Scour Elevation	N/A	

Drift:

Desert washes are characterized by flash flooding, uprooting of vegetation, and debris flows. It is typical to allow a minimum of 3 feet of freeboard from the 50-yr water surface elevation and the bridge soffit for locations prone to drift. The existing bridge provides plenty of freeboard and no additional measures are required.

Bank Protection:

Natural bank protection is provided by the rocky canyon walls. No new or additional bank protection is required.

Summary & Recommendations:

The existing structure meets hydraulic requirements and is not scour critical. The new footings for the strut retrofit are to be placed on bedrock. Either option for retrofitting the bottom of columns of Piers 2 and 3 (rectangular or elliptical casing) are acceptable, and have no adverse hydraulic or scour effects. All other proposed seismic retrofits have no adverse hydraulic or scour effects.

A hydrologic summary of the bridge site is provided in Table 3 below.

Table 3: Hydrologic Summary Myer Creek Bridge (Br. No. 54-0270R) Drainage Area: 17.11 mi ²			
	Design Flood	Base Flood	Overtopping Flood / Flood of Record
Frequency	50-yr	100-yr	N/A
Discharge	3,955 cfs	6,030 cfs	N/A
Water Surface Elevation at Bridge	1207.9 ft	1208.7 ft	N/A
<i>Flood plain data are based upon information available when the plans were prepared and are shown to meet federal requirements. The accuracy of said information is not warranted by the State and interested or affected parties should make their own investigation.</i>			

References:

Federal Emergency Management Agency, 1983. "Flood Insurance Study: Imperial County, California, Unincorporated Areas,"

Federal Highway Administration, 2001. "Evaluating Scour at Bridges," Hydraulic Engineering Circular No. 18, Fourth Edition, Washington, D.C.

Imperial County, 2007, "Imperial County Flood Management Plan."

Caltrans, "Highway Design Manual", Sixth Edition.

State of California Department of Transportation
Division of Engineering Services
Office of Design & Technical Services

Structure Hydraulics

FINAL HYDRAULIC REPORT

Devils Canyon Bridge

Located on Interstate 8 in Imperial County.

JOB:

Bridge No.58-0294L, EA 11-264001

LOCATION:

11-IMP-8-PM 4.9

PREPARED BY (Signature)



Ginger Lu, PE
Structure Hydraulics & Scour Mitigation
September 1, 2008



This report has been prepared under my direction as the professional engineer in responsible charge of the work, in accordance with the provisions of the Professional Engineers Act of the State of California.

General:

Under the current proposal, the existing Devils Canyon Bridge (Bridge No. 58-0294L) in Imperial County is to be seismically retrofitted, and the existing shoulders are to be widened. The existing bridge built in 1963 is a continuous 3-span, non-composite welded steel girder on Reinforced Concrete (RC) pier walls and RC seated abutments. Both pier walls are supported by spread footings. The bridge has a length of 480 ft and a width of 34 ft. This report based geometric information on the 1963 As-built Plans and Caltrans Bridge Maintenance Records.

Basin:

Using Watershed Modeling System version 8.0 (WMS 8.0), the drainage basin at the bridge site was delineated to be 5.9 square miles (mi²) of undeveloped rural area in the southern Jacumba Mountains next to the US-Mexico border. Ranging in elevation from about 3500 ft to 1500 ft, this area receives a mean annual precipitation of 6-8 inches per year.

Discharge:

There are no stream gages present within this drainage area. Based on Regional Regression Equations from the USGS Publication 77-21, Magnitude and Frequency of Floods in California, discharges for the 100-year event (Q₁₀₀) and 50-year event (Q₅₀) were calculated to be 3810 cubic feet per second (cfs) and 2340 cfs, respectively.

Stage/Velocity:

The existing structure is situated in a deep rocky canyon with steep banks. The slope within the vicinity of the bridge was determined to be 0.045 ft/ft using WMS 8.0. A Manning's roughness coefficient of 0.04 was used in the analysis. In order to pass drift, a minimum of 3 feet of freeboard is recommended. The bridge hydraulics program BrEase was used to determine the water surface elevations (WSEL) and velocities for Q₅₀ and Q₁₀₀.

<i>Bridge 58-294L</i>	<i>Q₅₀</i>	<i>Q₁₀₀</i>
<i>WSEL</i>	1536.0 ft	1537.1 ft
<i>Velocity</i>	15.2 ft/s	17.7 ft/s
<i>Design Soffit Elevation</i>	1651.3 ft	1651.3 ft
<i>Available Freeboard</i>	115.3 ft	114.2 ft

Streambed/Scour:

The channel bed material consists of sedimentary rocks and alluvial deposits. No hydraulic skew was observed at the bridge site. The total potential scour at the project site was

determined in accordance with the procedures outlined in HEC-18, "Evaluating Scour at Bridges". Total scour at bridges comprises three components: long term aggradation and degradation, general scour, and local scour at piers or abutments.

General scour consists of natural river scour and contraction any scour at the bridge location. There is no apparent evidence indicating a potential for general river scour. Based on the historical stream cross-sections, the channel bed does not appear to experience degradation or channel migration. Because the bridge abutments are situated on the top of two steep rocky hills, no flow contraction is expected to occur. The two bridge piers are 200 ft apart and well outside of the Q_{100} waterway. The top width of Q_{100} was 63 ft, and its WSEL was roughly 23 ft below the pier foundation and over 100 ft below the soffit elevation. The probability of scour is insignificant.

<i>Scour Type</i>	<i>Scour Depth</i>	<i>Comments</i>
<i>Degradation</i>	N/A	No channel degradation observed.
<i>General Scour</i>	N/A	No flow contraction nor river scour
<i>Local Pier Scour</i>	N/A	No local pier scour
<i>Local Abutment Scour</i>	N/A	No local abutment scour

Drift/Bank Protection:

There is little growth of low bushes and small sages in this arid desert area, and no debris history is recorded. Though the calculated depth of flow was 6.5 ft, drift problem is not a concern. The existing structure exceeding 3-ft minimal freeboard requirement is not expected to experience any drift problems. Since the Q_{100} waterway is way below the pier foundations, bank protection is not needed.

Summary & Recommendation:

<i>Hydrologic Summary</i>		
<i>Drainage Area: 5.9 mi²</i>		
<i>Frequency</i>	<i>Design Flood 50-year Event</i>	<i>Base Flood 100-year Event</i>
<i>Discharge</i>	2340 cfs	3810 cfs
<i>WSEL at Bridge</i>	1536.0 ft	1537.1 ft
<i>Flood plain data are based upon information available when the plans were prepared and are shown to meet federal requirements. The accuracy of said information is not warranted by the State and interested or affected parties should make their own investigation.</i>		

The existing structure meets the hydraulic requirements, and scour is not anticipated.

CALIFORNIA DEPARTMENT OF FISH AND GAME
REGION 6
78078 COUNTRY CLUB DRIVE, STE. 109
BERMUDA DUNES, CA 92203



LAKE OR STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2009-0136-R6

CALIFORNIA DEPARTMENT OF TRANSPORTATION
MYER CREEK SEISMIC RETROFIT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and the California Department of Transportation (Permittee) represented by Mr. Bruce April.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on December 29, 2009 that Permittee intends to complete the project at the location described below in "Project Location" and in the manner described below in "Project Description";

WHEREAS, DFG has determined that the project could substantially adversely affect an existing fish or wildlife resource as described below in "Project Impacts"; and

WHEREAS, pursuant to FGC section 1603, DFG and Permittee have identified and agreed upon the provisions herein to protect the fish and wildlife resources the project could substantially adversely affect;

NOW THEREFORE, Permittee hereby agrees to complete the project in accordance with the provisions herein.

PROJECT LOCATION

The project is located in Meyer Creek in the County of Imperial, State of California; Latitude 32.704833, Longitude -116.053047.

PROJECT DESCRIPTION

The project is limited to the temporary alteration of Myer Creek through the creation of a temporary access road to the existing footings of the Meyer Creek I-8 bridge. The footing will be modified to bring the bridge up to seismic standards. This will result in 0.44 acres of temporary impacts to desert dry wash woodland and 0.07 acre of unvegetated wash. The temporary access road will be approximately 40 feet wide. No water will need to be diverted.

PROJECT IMPACTS

Fish or wildlife resources that may be substantially adversely affected include: The Fully Protected and Threatened Peninsular bighorn sheep (*Ovis canadensis cremnobates*), the Threatened barefoot banded gecko (*Coleonyx switaki*), and desert dry wash woodland habitat (Holland Code 62200).

Project impacts to fish or wildlife resources include: Creation of a temporary access road will result in the removal of 0.44 acres desert Dry wash woodland. Night travel on the temporary access road may result in direct impacts to the Barefoot banded gecko. Peninsular bighorn sheep movement through Meyer Creek may be impacted resulting in additional roadway crossings by sheep.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet the administrative requirements described below:

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, 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 Acknowledgement of Agreement Provisions. Permittee shall provide copies of this Agreement, and any extensions and amendments to this Agreement, to persons working on the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG when conflicts exist between the provisions in this Agreement and those imposed by another regulatory agency. Unless otherwise notified by DFG, Permittee shall comply with the provisions that offer the greatest protection to fish and wildlife resources as determined by DFG.
- 1.4 Project Site Entry. Permittee shall provide DFG authorization to enter the project site at any time to verify compliance with this Agreement.
- 1.5 Listed Species. This Agreement does not authorize take of state and/or federally listed threatened or endangered species. Be advised, if activities are likely to result in take of listed species, the Permittee is required to obtain the appropriate State and Federal permits, pursuant to the California Endangered Species Act and the Federal Endangered Species Act.

2. Avoidance and Minimization Measures

To avoid and/or minimize adverse impacts to fish and wildlife resources identified above, Permittee agrees to implement the measures listed below.

- 2.1 All stream and riparian habitats outside of the project footprint shall be designated as an Environmentally Sensitive Area (ESA) and depicted as such on project plans. No personnel, vehicles, equipment or any project related activities or disturbance shall be allowed within the ESA at any time.
- 2.2 Periodic monitoring of construction and restoration activities will be conducted by Caltrans biologists, or other qualified personnel, to ensure that project activities are being conducted as described and within the areas delineated.
- 2.3 Construction equipment staging areas will not be located within Meyer Creek.
- 2.4 At the end of each workday, all contractor vehicles will be removed from Myer Creek.
- 2.5 The following is not permitted during the sheep lambing period from January 1 to June 1:
 - 2.5.1 Temporary access road construction, work on bridge footings, arch and fiber wrap, abutment excavation, lumber blocking, crossframes and stiffeners.
 - 2.5.2 Tamarisk removal.
- 2.6 To prevent impacts to the barefoot banded gecko (*Coleonyx switaki*), Department approved protocol surveys will be completed prior to the initiation of construction. Within five working day of the conclusion of surveys field notes shall be submitted to the Department at the above address, Attn: Craig Weightman. If a barefooted banded gecko is found, no work shall occur within this area until the Permittee receives an Incidental Take Permit from the Department.
- 2.7 During any nighttime construction, all project lighting shall be directed away from sensitive habitats, at the work area only, and be the minimum needed to ensure safety.
- 2.8 The Permittee may remove vegetation if a qualified biologist conducts a survey for nesting birds within one week prior to vegetation removal, both within the area of work and in adjacent habitats that may be impacted by these activities. If an active nest is found, the nest and an appropriate buffer shall be designated as an ESA, and no work shall occur within this area until the young have fledged and will no longer be impacted by the project. The buffer area shall be determined in consultation with the Department

- 2.9 Disturbance or removal of vegetation shall not exceed the limits approved by the Department. The Permittee shall mitigate at a minimum 5:1 replacement-to-impact ratio for the impacts beyond those previously authorized by this Agreement. In the event that additional mitigation is required, the type and location of mitigation must be approved by the Department through the amendment process.
- 2.10 This Agreement does not authorize the construction of any temporary or permanent dam, structure, flow restriction or fill. Plans for any structure or fill must be submitted to the Department for review and approval at least 30 days prior to initiating that activity and are subject to the amendment process. All such activities shall be the least environmentally damaging, and any temporary dam or other artificial obstruction that is constructed shall only be built from materials such as clean gravel which will cause little or no siltation.
- 2.11 Water containing mud, silt or other materials or pollutants from the project or project related activities shall not be allowed to enter a stream, or riparian/wetland habitats, be placed in locations where they may be washed into a stream, or riparian/wetland habitats, or be placed in locations that may be subjected to high storm flows.
- 2.12 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or petroleum products or other materials from any construction, or project related activity of any nature, shall be allowed to contaminate the soil or enter into or be placed where it may be washed by rainfall or runoff into a stream, lake or riparian habitat. When operations are completed, any excess materials or debris shall be removed and properly disposed of.
- 2.13 The Permittee shall keep the project site free of litter and waste that could attract predators, and 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 ensure compliance.

3. Compensatory Measures

To compensate for adverse impacts to the wildlife resources identified above, Permittee agrees to implement the measures listed below.:

- 3.1 The Permittee shall compensate for the temporary loss of 0.51 acre of stream habitats by restoring the temporary access road area to its preexisting condition, and by the removal of one acre of *Tamarisk sp.* in the adjacent Myer Creek watershed. Tamarisk removal will not occur between January 1 and June 1.
- 3.2 Upon completion of construction and restoration activities the temporary access road to Meyer Creek will be blocked from access.

4. Reporting Measures

Permittee shall meet the reporting requirements described below:

- 4.1 The Permittee shall submit a report to the Department, within 60 days after completion of project mitigation as specified in Section 3. The report shall include photographs from representative vantage points, showing before and after photos of Tamarisk sp. removal and restoration of the temporary access road area. Also included shall be any occurrences of special status species or sign observed during restoration activities.
- 4.2 The Permittee shall submit a report to the Department within 60 days after the completion of project construction. This report shall detail the success of Avoidance and Minimization measures detailed in Section 2 and include the dates of inspections by Caltrans Biologists. Also included shall be any occurrences of special status species or sign observed during construction activities.
- 4.3 If any sensitive species are observed in project or monitoring surveys, the Permittee shall submit a California Native Species Field Survey Form and survey map to the Natural Diversity Database (CNDDDB) within ten working days of the sightings. The form and instructions for completing the form are available on-line at <http://www.dfg.ca.gov/biogeodata/cnddb/>. The form and survey map shall be sent to the Department of Fish and Game, California Natural Diversity Database, 1807 13th Street, Suite 202, Sacramento, CA 95814, with copies sent to the Department Inland Deserts Region, 4665 Lampson Ave, Suite J, Los Alamitos, CA 90720, Attn: Craig Weightman. Please reference SAA # 1600-2010-0136-R6.
- 4.4 The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities. Notification shall be sent to the Department Inland Deserts Region, 4665 Lampson Ave, Suite J, Los Alamitos, CA 90720, Attn: Craig Weightman. Please reference SAA # 1600-2010-0136-R6.

CONTACT INFORMATION

Any notice, report, demand, request, consent, approval, or communication that either party desires or is required to submit to the other shall be in writing and delivered and addressed as follows, or to such other address as either party shall designate by written notice to the other:

To Permittee
Mr. Bruce April
California Department of Transportation
4050 Taylor Street, Mail Station 242
San Diego, CA 92110
(619) 688-0107
bruce_april@dot.ca.gov

To Department:
Department of Fish and Game
Region 6
4665 Lampson Ave, Suite J
Los Alamitos, CA 90720
cweightman@dfg.ca.gov
Attn: Lake and Streambed Alteration Program – Craig Weightman
Notification #1600-2009-0136-R6

LIABILITY

Permittee shall be solely liable for any violations of this 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.

This Agreement does not constitute DFG's endorsement of the project. The decision to proceed with the project is the sole responsibility of Permittee, and is in no way required by this Agreement.

SUSPENSION AND REVOCATION

DFG may suspend or revoke in its entirety this 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 this Agreement.

Before DFG suspends or revokes, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reasons for the proposed suspension or revocation and provide Permittee an opportunity to correct any deficiency before DFG suspends this Agreement. In the interim, Permittee shall comply with any instructions in the notice. DFG may include in the notice a directive to immediately cease the specific activity or activities that are, or are related to, the cause of the notice.

ENFORCEMENT

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

Nothing in this 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, 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), 5931 (fish passage over/around dam), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

The Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by DFG and Permittee. A request for amendment shall include submittal of a completed DFG "Request to Amend Lake or Streambed Alteration" form and payment of the corresponding amendment fee identified in DFG's current fee schedule.

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore shall include submittal of a completed DFG "Request to Amend Lake or Streambed Alteration" form and payment of the minor amendment fee identified in DFG's current fee schedule.

EXTENSIONS

Permittee may request one extension of this Agreement in accordance with FGC section 1605(g). A request to DFG for extension must be made prior to expiration of the term of this Agreement and shall include submittal of a completed DFG "Request to

Extend Lake or Streambed Alteration” form and payment of the extension fee identified in DFG’s current fee schedule. Failure to request the extension prior to the Agreement’s term requires submittal of a new notification and associated fees.

DFG shall grant the extension unless it determines that the Agreement requires modification because the Agreement no longer protects fish and wildlife resources. If the Agreement requires modification, DFG shall propose additional measures to protect those resources. If the Permittee disagrees that the Agreement requires modification, the disagreement shall be resolved pursuant to the procedures described in FGC 1603(b).

If the Permittee requests an extension prior to the expiration date of the original Agreement and has not received a previous extension for the Agreement, the original Agreement shall remain in effect until the Department grants the extension request, or new measures are imposed to protect fish and wildlife resources by agreement or through the arbitration process. An original Agreement may not remain in effect more than one year after its expiration date.

EFFECTIVE DATE

This Agreement becomes effective on the date of DFG signature, which shall be after Permittee’s signature, and after DFG compliance with all applicable requirements under the California Environmental Quality Act (CEQA) including receipt of CEQA filing fee specified in FGC section 711.4 and adjusted annually pursuant to FGC section 713 (see current CEQA filing fees at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

TERM

This Agreement shall expire on **December 29, 2012**. All provisions in this Agreement shall remain in force throughout its term. After the Agreement expires or is terminated, Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources, as required in FGC section 1605(a)(2).

AUTHORITY

If the person signing this Agreement is identified above as a representative of the Permittee, this person acknowledges that he or she is doing so on the 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 this 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.

Permittee

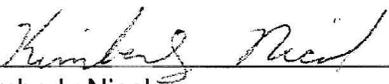


Bruce April
Chief, Environmental Stewardship Branch

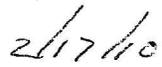


Date

California Department of Fish and Game



Kimberly Nicol
Deputy Regional Manager



Date

Prepared by: Craig J Weightman
Senior Environmental Scientist



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Ecological Services
Carlsbad Fish and Wildlife Office
6010 Hidden Valley Road, Suite 101
Carlsbad, California 92011



JUL 06 2009

In Reply Refer To:
FWS-SDG-09B0275-0910956

Robert James
Department of Transportation
District 11
4050 Taylor Street
San Diego, California 92110

Subject: Informal Section 7 Consultation on Interstate 8 - Myer Creek and Devil's Canyon No. 2
Bridges Retrofit, Imperial County, California

Dear Mr. James:

The U.S. Fish and Wildlife Service (Service) received your concurrence request for the Interstate 8 - Myer Creek and Devil's Canyon No. 2 Bridges Retrofit project on June 16, 2009. The concurrence request and supporting Biological Assessment (BA), dated June 2009, state the project *may affect, but not likely adversely affect* the federally endangered Peninsular bighorn sheep (*Ovis canadensis nelsoni*) or its designated critical habitat.

The project is receiving Federal funding through the Federal Highway Administration (FHWA), and Caltrans has assumed FHWA's responsibilities under the Act for this consultation in accordance with Section 6005 the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) 2005, as described in the National Environmental Policy Act (NEPA) Delegation Pilot Program Memorandum of Understanding between FHWA and Caltrans (effective July 1, 2007) and codified in 23 USC 327(a)(2)(A).

The project generally involves upgrading the bridges to meet current seismic standards. This type of activity does not include any significant structural replacements (*e.g.*, deck or pier replacement) and should be completed before the end of the lambing season. The BA proposes avoidance and minimization measures including minimal native habitat disturbance and grading and 1 acre of *Tamarix* sp. treatment for one year within Myer Creek. If project activities are not completed prior to the beginning of the lambing season, only those activities provided in the BA, which were determined to have no adverse effect, are allowed to occur. Therefore, we concur with your determination that the proposed project may affect but not adversely affect Peninsular bighorn sheep or its designated critical habitat.

If you have any questions regarding this letter, please contact Kurt Roblek (760-431-9440).

Sincerely,

for Karen A. Goebel
Assistant Field Supervisor

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IN AMERICA