

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.29
(ID # 11963)

MEETING DATE:

Tuesday, May 05, 2020

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:

Approval of the Agreement for Sale of Credits and the Funding Agreement between the County of Riverside and Southwest Resource Management Association (SRMA) for the Hamner Ave Bridge Replacement Project; Adoption of Resolution No. 2020-067 Making Responsible Agency CEQA Findings. District 2. [1,437,700 Total - Federal Highway Bridge Program Funds 88.5% and SB 132 Funds 11.5%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2020-067 Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, and Approval of Purchase of In Lieu Fee Program Mitigation Credits;
2. Approve the Agreement for Sale of Credits From SRMA and the County of Riverside for the Hamner Avenue Bridge Replacement Project and the Funding Agreement by and between SRMA and the County of Riverside and authorize the Chairman of the Board to execute the Agreements on behalf of the County;
3. Authorize and allocate the mitigation credit purchase amount of \$1,437,700; and
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five days of approval by the Board.

ACTION: Policy

Patricia Romo, Director of Transportation 5/16/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 5, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,437,700	\$ 0	\$ 1,437,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal HBP bridge funds (88.53%), SB132 funds (11.47%). No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Transportation Department, in cooperation with the Cities of Eastvale and Norco, is proposing to replace the existing Hamner Avenue Bridge over the Santa Ana River with a new, longer and wider bridge to enhance safety and improve traffic circulation. The Hamner Avenue Bridge is located within the City of Norco near the southern border of the City of Eastvale.

On March 8, 2016 (Agenda item 3.20), the Board of Supervisors approved the Service Agreement by and among the County of Riverside (County), City of Eastvale (Eastvale), and City of Norco (Norco), to perform and complete the preliminary engineering and environmental documentation, also known as Project Approval and Environmental Documentation (PA/ED) for the Hamner Avenue Bridge Replacement over the Santa Ana River (Project). The Agreement designated the City of Norco as the lead agency in adopting the California Environmental Quality Act (CEQA) document. The County was designated as responsible agency for performing the preliminary engineering and environmental documentation due to the expertise of the County in delivering large complex federally funded projects.

On July 17, 2018 (Agenda item 3.43) the Board of Supervisors approved Amendment 1 to the Service Agreement defining the terms and conditions by which the project will be financed. The Riverside County Transportation Commission (RCTC) was added as a party to this Agreement for the administration and distribution of Senate Bill (SB) 132 funds.

On January 29, 2019 (Agenda item 3.25) the Board of Supervisors approved Amendment 2 to authorize the County to proceed with geotechnical investigations, environmental permitting, final design, preparation of bid documents, and engineering services during construction. This amendment provided the terms and conditions, a brief scope of work, the budget, and the funding sources to implement all four phases of the Project, PA/ED, Design (PS&E), Right of Way, and Construction.

The Environmental Document was complete and the Notice of Determination was posted on April 22, 2019. As part of satisfying the requirements set forth in the environmental regulatory

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

permits, the County will need to acquire compensatory mitigation for impacts created by the construction of the Project. The County will purchase mitigation credits from the Southwest Resource Management Association (SRMA) in lieu fee program (ILFP).

Two agreements totaling \$1,437,700, one for the purchase of ILFP credits, and one to satisfy California Department of Fish and Wildlife additional mitigation and monitoring requirements, will be entered into with SRMA.

Environmental Findings

The City of Norco is the lead agency for the approval of the CEQA document for the Project. By Minute Order dated April 17, 2019 (Agenda item 6B), the Norco City Council adopted the Initial Study/Mitigated Negative Declaration for the Hamner Avenue Bridge Replacement Project. The Notice of Determination was posted with the Riverside County Recorder's Office on April 22, 2019.

The County serves as a responsible agency pursuant to the requirements of CEQA. County Staff recommends the adoption of Resolution 2020-067 and filing of a Notice of Determination to make the requisite responsible agency CEQA findings associated with the Project.

A Categorical Exclusion in accordance with 23 USC 327 for NEPA was executed on April 8, 2019 by Caltrans.

Impact on Residents and Businesses

The project will improve traffic flow on Hamner Avenue and provide a multipurpose trail for multiple users (hikers, bicyclists and equestrians). Noise impacts to residents on the southwest corner of the bridge will be mitigated on three properties through installation of a noise barrier on city property. Construction noise and dust will be minimized through the use of standard best management practices. The bridge will remain open to traffic for the duration of construction, except for infrequent short-term closures.

Construction will begin in January 2021 and conclude in December 2022.

Additional Fiscal Information

Funding for the mitigation credits, in the amount of \$1,437,700 will be reimbursed with Federal Highway Bridge Program funds and SB 132 funding. There are no General Funds being used for this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Hamner Avenue Bridge Initial Study/ Mitigated Negative Declaration

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STATE OF CALIFORNIA**

Resolution No. 2020-067
Notice of Determination
Agreement for Sale of Credits (SRMA)
Funding Agreement (SRMA)



Jason Ferin, Senior Management Analyst

4/28/2020



Gregory P. Priamos, Director County Counsel

4/27/2020

2 **RESOLUTION NO. 2020-067**

3 **MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE CALIFORNIA**
4 **ENVIRONMENTAL QUALITY ACT, AND APPROVAL OF PURCHASE OF IN LIEU FEE**
5 **PROGRAM MITIGATION CREDITS**

6 WHEREAS, the County of Riverside ("County"), is responsible to administer the Hamner Avenue
7 Bridge Replacement Project for the City of Norco. The County has limited authority over the Project and
8 thus serves only as a responsible agency for the Project pursuant to the requirements of CEQA; and

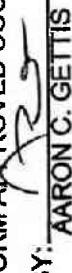
9 WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section
10 21000 et seq.) and State CEQA Guidelines (14 Cal Code of Regulations Section 15000 et seq.) ("CEQA") a
11 Mitigated Negative Declaration ("MND") for the Project was prepared and adopted by the City of Norco,
12 acting as the CEQA lead agency on April 17, 2019. Caltrans made a NEPA Categorical Exclusion
13 Determination under Section 6005 of 23 U.S.C. 327 as the NEPA lead agency, based on an examination of
14 the Project and supporting information on April 8, 2019; and

15 WHEREAS, the Board of Supervisors of the County of Riverside, acting as a responsible agency,
16 has verified that the adopted MND adequately analyzes the potential environmental impacts associated
17 with the County's role as a responsible agency in the implementation of the Project; and

18 WHEREAS, all the aforementioned federal and state environmental documents and associated
19 materials, including the MND, Initial Study, Surveys and Reports, supporting documentation, and NEPA
20 Categorical Exclusion Determination will hereinafter collectively be referred to as the "Documents", and
21 the Documents taken together, thoroughly address the environmental effects of the Project; and

22 WHEREAS, pursuant to CEQA, the County is acting as a responsible agency for considering the
23 Documents determined to be adequate; and

24 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of
25 Supervisors of the County of Riverside ("Board"), assembled in regular session on or after May 5th 2020, at
26 or after 9:00 a.m., in the meeting room of the Board of Supervisors located on the 1st floor of the County
27 Administrative Center, 4080 Lemon Street, Riverside, California, based upon the evidence and testimony
28 presented on the matter, both written and oral, including the Documents, as it relates to the Project, that:

TURNS APPROVED COUNTY COUNSEL
BY:  4/23/20
DATE
AARON C. GETTIS

1 1. Incorporation of Recitals. The above recitations constitute findings of the Board with
2 respect to the Project and are incorporated herein.

3 2. Consideration of the MND and Adoption of Findings Regarding CEQA Compliance. As the
4 decision-making body for the County, and in the County's role as a responsible agency under CEQA, the
5 County has received, reviewed, and considered the information contained in the Documents for the Project,
6 any comment letters, and other related documents. The Project is within the scope of the Documents, and
7 taken together, the environmental effects of the Project have been adequately addressed in the Documents.
8 Based on this review, the County finds that, as to those potential environmental impacts within the
9 County's powers and authorities as responsible agency, that the Documents for the Project contain a
10 complete, objective, and accurate reporting of those potential impacts and reflects the independent
11 judgment and analysis of the County.

12 3. CEQA Findings on Environmental Impacts. In its role as a responsible agency under
13 CEQA, the County finds that there are no feasible alternatives to the Project which would avoid or
14 substantially lessen the Project's potentially significant environmental impacts but still achieve most of the
15 Project's objectives. The County further finds that the mitigation measures imposed by the lead agency are
16 sufficient to reduce all potentially significant impacts to a level of less than significant except as described
17 in the Documents. As such, the County concurs with the environmental findings adopted by the lead
18 agency, which can be found in the Office of the Riverside County Transportation Department located at
19 3525 14th Street, Riverside, CA 92501 and therefore the County adopts those findings as its own and
20 incorporates them herein.

21 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that, as required by State
22 CEQA Guidelines section 15096 and in its role as responsible agency under CEQA, the Board hereby
23 approves the Project.

24 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by a vote of the Board
25 authorizes the purchase of In Lieu Fee Program mitigation credits for a purchase price of \$1,437,700, from
26 the Southwest Resource Management Association.

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board hereby directs
2 the Clerk of the Board to file a Notice of Determination with the Riverside County Clerk and also with the
3 Governor's Office of Planning and Research within five (5) working days of the approval of the Project.

4 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the documents and
5 materials that constitute the record of proceedings on which these findings are based are located at the
6 offices of the Clerk of the Board of Supervisors for the County at 4080 Lemon St., 1st Floor, Riverside, CA
7 92501 and the County Transportation Office, 3525 14th Street, Riverside, CA 92501.

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11 ROLL CALL:

12 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
13 Nays: None
14 Absent: None

15 The foregoing is certified to be a true copy of a resolution duly
16 adopted by said Board of Supervisors on the date therein set forth.

17 Kecia R. Harper, Clerk of said Board

18 By 

19 Deputy

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27
28 05.05.2020 3.29



NOTICE OF DETERMINATION
COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT



SCH# 2018081073

PROJECT NAME: Hamner Avenue Bridge Replacement – Construction Easements, Construction, Utility Relocation, Agreement for Purchase of Mitigation Credits

DESCRIPTION AND LOCATION: The County of Riverside (County) proposes to enter into an agreement for mitigation credit purchase, construction easement agreements, construction, and utility relocation for the replacement of the Hamner Avenue Bridge. This bridge is located partially in the Cities of Norco and Eastvale. The City of Norco is the lead agency and the County and City of Eastvale are responsible agencies. Construction easements are necessary in order to construct the new bridge that is part of the Mitigated Negative Declaration (MND) prepared by the City of Norco and Categorical Exclusion (CE) prepared by Caltrans for the Project.

An Initial Study/Mitigated Negative Declaration (IS/MND) was completed on April 17, 2019 by the City of Norco in compliance with the CEQA Guidelines to implement the California Environmental Quality Act (CEQA). A Categorical Exclusion for NEPA was executed on April 8, 2019 by Caltrans. The documents may be examined, along with the administrative record, at the Transportation Department, 3525 14th Street, Riverside, CA, 92501.

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provision of CEQA.
3. A Categorical Exclusion was prepared for this Project pursuant to the provisions of NEPA.
4. An Environmental Commitments Record/Mitigation Monitoring Reporting Plan was adopted.
5. The County is a responsible agency under CEQA for the Project, and the County has considered the information contained in the MND/CE and determined that the MND/CE contain a complete, objective and accurate reporting of potential environmental impacts.
6. The County concurs with the environmental findings adopted by the lead agency.
7. The County finds that the agreement for mitigation credit purchase, construction easements, construction, and utility relocation is within the scope of the MND/CE.
8. Mitigation measures were made a condition of the approval of this project.

5/11/2020 JD
 Date Initial

The project will not have a significant effect on the environment and a Mitigated Negative Declaration has been adopted pursuant to CEQA and may be examined, along with administrative record, at the Transportation Department, 3525 14th Street, Riverside, California 92501.

<u>Mary Zambon</u> Mary Zambon	Title	<u>Environmental Division Mgr.</u>	Date	<u>3/13/2020</u>
<u>for Patricia Romo</u> Patricia Romo	Title	<u>Director of Transportation</u>	Date	<u>3/25/2020</u>

HEARING BODY OR OFFICER
 Board of Supervisors
 Planning Commission

ACTION ON PROJECT
 Approval
 Disapproval
 Date: 5/5/2020
 Date: 5/5/2020

[Signature]
 Verifying: Deputy Clerk
 For County Clerk Use Title:

AGREEMENT FOR SALE OF CREDITS FROM THE SOUTHWEST RESOURCE
MANAGEMENT ASSOCIATION AND THE COUNTY OF RIVERSIDE FOR THE
HAMNER AVENUE BRIDGE REPLACEMENT PROJECT

This Agreement is entered into this 5th day of May, 2020, by and between the Southwest Resource Management Association ("SRMA"), and the County of Riverside ("Project Proponent"). SRMA and the Project Proponent are sometimes referenced herein as "Party" or collectively as the "Parties." The Parties hereby agree as follows:

RECITALS

A. SRMA is a cosponsor of the Santa Ana River Watershed In-Lieu Fee Program (the "Program").

B. The Program was approved by the Los Angeles District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), and the California Regional Water Quality Control Board, Region 8 ("RWQCB") (jointly referred to as the Interagency Review Team (the "IRT") on July 26, 2012. The Program is currently in good standing with the IRT.

C. The Program sells credits to various permittees, including public agencies, as a method to help mitigate for the loss or damage of habitat in, and around, Waters of the U.S. and Waters of the State ("Credits"). SRMA has received approval from the IRT to sell Credits from the Program to offset impacts associated with the Project Proponent's project identified below within Recital D.

D. Project Proponent represents that the project construction will replace the existing Hamner Avenue Bridge with a new bridge. The new bridge will be 101 feet wide, 1,200 feet long, and 32 to 40 feet high. It would include three, 12-foot lanes and a 4-foot shoulder in each direction (northbound and southbound) that would be separated by a 4-foot curbed median. A 12-foot, barrier-separated, multipurpose trail will be constructed on the east side of the bridge. Improvements to the roadway Section north and south of the new bridge will also be made to Hamner Avenue. These improvements include three, 12-foot lanes and a 4-foot shoulder in each direction, along with a 6-foot sidewalk on the east side of the roadway. At the intersection with Citrus Street, two northbound dedicated leftturn lanes will be built, and the outside northbound lane would be a combined through/right-turn lane. At the intersection with Detroit Street, one southbound dedicated left-turn will be constructed. A trail ramp will be constructed at the northeast and southeast ends of the bridge that would connect the planned Regional Santa Ana River Trail to the barrier-separated multipurpose trail on the new Hamner Avenue Bridge. Rock slope protection will be placed around the north abutment of the new bridge, including partially in the drainage that flows parallel to Hamner Avenue on the west shoulder, along the front of the abutment, and around the embankment on the north side. The project will also relocate existing utilities, either into or outside the new bridge; construct retaining walls; installing signs; and clearance of two staging areas. (Permits Attached as Exhibit "A").

E. The project will take place at the Hamner Avenue Bridge over the Santa Ana River, west of Interstate 15, in the Cities of Norco and Eastvale, Riverside County, in the un-sectioned

La Sierra and Jurupa Land grants. The project is located on U.S. Geological Survey Corona North 7.5-minute topographic quadrangle maps (33.9463° N/ -117.5583° W).

F. The original permits required compensatory mitigation for 0.09 acres of permanent physical loss and 4.16 acres of impacts to non-wetland Waters of the United States by the Santa Ana Regional Water Quality Control Board (332019-07). However, pursuant to emails from the Water Board (provided in Appendix A), the Santa Ana RWQCB determined the purchase of 1.08 acres of Re-establishment In-Lieu Fee (ILF) Credits and 3.17 acres of Enhancement ILF Credits from the Program would offset the project's impacts.

G. The USACE issued a letter dated September 20, 2019 (SPL-2017-00670) stating that the project complies with NWP 14, Linear Transportation Projects. Special Condition 2 specifically states that the NWP 14 is contingent upon the issuance of a Section 401 Water Quality Certification from the Santa Ana RWQCB.

H. The Project Proponent desires to purchase from SRMA, and SRMA desires to sell and convey to Project Proponent, the following:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions herein, SRMA agrees to sell to Project Proponent and Project Proponent agrees to purchase from SRMA 1.08 Re-establishment ILF Credits and 3.17 Enhancement ILF Credits from the Program, for the total purchase price of ONE MILLION FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY AND NO/100's DOLLARS (\$1,054,350.00). The purchase price shall be paid by means acceptable to SRMA. The Parties shall mutually agree to a "Closing Date" which will be approximately ten days after the execution of the Agreement by both Parties. On the Closing Date, SRMA shall transfer to Project Proponent evidence that the ILF Credits and CDFW Credits have been allocated to the project by a bill of sale, and the Project Proponent shall pay the purchase price specified above.

2. In the event Project Proponent has not delivered the Purchase Price to SRMA on or before the Closing Date, this Agreement shall automatically terminate without need for any further action by SRMA and SRMA shall have no further obligations to Project Proponent under this Agreement, unless the SRMA wishes to extend the time for the Project Proponent to deliver the Purchase Price.

3. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

4. Project Proponent shall have no obligation whatsoever by reason of this Agreement to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the mitigation property associated with ILF Credits or CDFW Credits sold, or the Program.

5. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be

obligated or liable for the success or continued expense or maintenance in perpetuity of the mitigation property associated with Credits sold or the Program. SRMA shall indemnify and hold harmless the County of Riverside, its respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever based or asserted upon the purchase of the Credits or SRMA's obligation to achieve success criteria or for long-term maintenance of the mitigation property associated with the Credits sold or the Program, arising out of or relating to this Agreement, and also including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance under this Agreement of SRMA, its officers, employees, subcontractors, agents or representatives. However, that SRMA shall not be responsible to provide any additional mitigation services or Credits beyond those outlined in this Agreement, even if the California Department of Fish and Wildlife ("CDFW"), the RWQCB and/or USACE later modify their respective mitigation requirements. However, this Agreement shall not limit the ability of the Project Proponent to obtain additional Credits if so needed. SRMA shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees, in any claim or action based upon the sale of Credits or SRMA's obligation for the success, continued expense or maintenance in perpetuity of the mitigation property associated with the Credits sold or the Program.

6. The ILF Credits and CDFW Credits herein sold and conveyed to Project Proponent shall be non-transferable and non-assignable, and shall be used as compensatory mitigation only in connection with the Project. Any excess ILF Credits or CDFW Credits shall not be utilized for the benefit of any other project, nor shall they be traded or otherwise retained by SRMA for future use by the Project Proponent or any other person or entity.

7. All representations, warranties, and covenants embodied in this Agreement shall survive the transfer of the ILF Credits or CDFW Credits hereunder.

8. SRMA shall cooperate and assist Project Proponent by providing documentation required by the IRT, and other regulatory agencies to establish that the ILF Credits may be used to compensate for the Project's impacts described above. SRMA shall provide USACE with a Statement of Sale of ILF Credit no later than 30 days after the Closing Date of a successful sale.

9. Any notice or other written communication given pursuant to this Agreement shall be delivered to the other Party by first class U.S. mail, certified or registered U.S. mail or facsimile mail with mailed copy as follows:

Project Proponent: Patricia Romo, Director of Transportation
Riverside County Transportation Department
3525 14th Street
Riverside, CA 92501
Telephone: (951) 955-6740
Facsimile: (951) 955-3164

SRMA: Shelli Lamb, Chief Executive Officer
4500 Glenwood Drive

Riverside, CA 92501-3042
Telephone: (951) 300-284
Facsimile: (951) 683-3814

Copy To: Shaye Diveley, General Counsel, SRMA
Meyers Nave
555 12th Street, Suite 1500
Oakland, California 94607
Telephone: (510) 808-2000

10. It is agreed that all understandings and agreements heretofore had between the Parties respecting the transactions contemplated by this Agreement are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, or agreements except as specified and expressly set forth herein, in the exhibits annexed hereto, or to be set forth in the instruments or other documents delivered or to be delivered hereunder.

11. Each Party to this Agreement warrants to the other that it is duly organized and existing and that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the Parties thereto.

12. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

13. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have executed this Agreement the date as indicated beside each Party's signature.

SRMA:

By: 

ROY TAKENO, Chair

COUNTY OF RIVERSIDE:

By: 

V. MANUEL PEREZ
Board of Supervisors Chairman

FORM APPROVED COUNTY COUNSEL

BY:  4/22/20
AARON C. GETTIS DATE

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

EXHIBIT A



GAVIN NEWSOM
GOVERNOR

JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Santa Ana Regional Water Quality Control Board

October 2, 2019

Ms. Mary Zambon
Riverside County Transportation Department
3525 14th Street
Riverside, California 92501

mzambon@RIVCO.ORG

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER FOR THE HAMNER AVENUE BRIDGE REPLACEMENT PROJECT (SARWQCB WDID # 332019-07)

Dear Ms. Zambon:

Enclosed please find a Clean Water Act Section 401 Water Quality Certification and Order, authorized by Santa Ana Regional Water Quality Control Board Executive Officer, Hope A. Smythe. This Order is issued to you for the Hamner Avenue Bridge Replacement Project (Project). Attachments A through C of the Enclosure are also part of the Order.

This Order is issued in response to an application submitted by Riverside County Transportation Department for the proposed Project discharge to waters of the State to ensure that the water quality standards for all waters of the State impacted by the Project are met. You may proceed with your Project according to the terms and conditions of the enclosed Order.

If you require further assistance, please contact me by phone at (951) 782-3295 or by email at Jason.Bill@waterboards.ca.gov. You may also contact David Woelfel, Chief of Regional Planning Programs Section, by phone at (951) 782-7960 or by email at David.Woelfel@waterboards.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "David G. Woelfel" with "for" written below it.

Jason Bill
Environmental Scientist
Regional Planning Programs Section
Santa Ana Regional Water Quality Control Board

Enclosures (1): Order for Hamner Avenue Bridge Replacement Project

WILLIAM RUH, CHAIR | HOPE SMYTHE, EXECUTIVE OFFICER

3737 Main St., Suite 500, Riverside, CA 92501 | www.waterboards.ca.gov/santaana

Riverside County Transportation Department - 2 -
Hamner Avenue Bridge Replacement Project
SARWQCB WDID # 332019-07

October 2, 2019

cc: [Via email only] (w/ enclosure):

U.S Army Corps of Engineers, Regulatory Division, Los Angeles District - James Mace
James.E.Mace@usace.army.mil
U.S. Environmental Protection Agency, Region 9 – Wetlands Section –
Megan Fitzgerald – Fitzgerald.Megan@epa.gov
Melissa Scianni – Scianni.Melissa@epa.gov
U.S. Fish and Wildlife Service – John M. Taylor - john_m_taylor@fws.gov
California Department of Fish and Wildlife – Marissa.Caringella -
Marissa.Caringella@Wildlife.ca.gov
State Water Resource Control Board, Office of Chief Counsel – Teresita Sablan –
Teresita.Sablan@waterboards.ca.gov
State Water Resources Control Board, Division of Water Quality -- Water Quality
Certification Unit – Stateboard401@waterboards.ca.gov
Santa Ana Regional Water Quality Control Board – David Woelfel –
David.Woelfel@waterboards.ca.gov



GAVIN NEWSOM
GOVERNOR



JARED BLUMENFELD
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Santa Ana Regional Water Quality Control Board

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION AND ORDER

Effective Date: October 2, 2019	Reg. Meas. ID: 429130
Program Type: Fill/Excavation	Place ID: 856499
	SARWQCB WDID: 332019-07
	USACE #: SPL-2017-00670

Project Type: Bridges, Overpasses and Crossings

Project: Hamner Avenue Bridge Replacement Project (Project)

Federal Permit: United States Army Corps of Engineers (USACE) Nationwide Permit (NWP) 14, Linear Transportation Projects

Applicant: Riverside County Transportation Department

Applicant Contact: Mary Zambon
Engineering Division Manager
3525 14th Street
Riverside, California 92501
Phone: (951) 955-6759
Email: mzambon@RIVCO.ORG

Applicant's Agent: Stephanie Gasca
ICF
49 Discovery, Suite 250
Irvine, California 92618
Phone: (949) 333-6621
Email: Stephanie.Gasca@icf.com

Water Board Staff: Jason Bill
Environmental Scientist
3737 Main Street, Suite 500
Riverside, California 92501
Phone: (951) 782-3295
Email: Jason.Bill@Waterboards.ca.gov

Water Board Contact Person:
If you have any questions, please call Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) staff listed above or (951) 782-4130 and ask to speak with the Regional Planning Programs Section Chief.

WILLIAM RUH, CHAIR | HOPE SMYTHE, EXECUTIVE OFFICER

3737 Main St., Suite 500, Riverside, CA 92501 | www.waterboards.ca.gov/santaana

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Attachment A Project Maps(s)
Attachment B Report and Notification Requirements
Attachment C Signatory Requirements

I. Order

This Clean Water Act (CWA) section 401 Water Quality Certification action and Order (Order) is issued at the request of Riverside County Transportation Department (herein after Permittee) for the Project. This Order is for the purpose described in the application and supplemental information submitted by the Permittee. The application was received on February 25, 2019. The application was deemed complete on July 10, 2019. Prior to receiving a complete application, Santa Ana Water Board staff issued a notice of incomplete application and the Permittee responded to the request for application information as summarized on Table 1.

Table 1: Record of Notice(s) of Incomplete Application	
Date of Notice of Incomplete Application	Date Requested Information Received
3/22/2019	6/14/2019

II. Public Notice

The Santa Ana Water Board provided public notice of the application pursuant to California Code of Regulations, title 23, section 3858 from February 27, 2019 to the effective date of the Order. The Santa Ana Water Board did not receive any comments during the comment period.

III. Project Purpose

The purpose of the Project is to construct a modern, all-weather local bridge over the Santa Ana River between the cities of Norco and Eastvale to remove existing capacity bottleneck across the Santa Ana River and provide bicycle and pedestrian access to the planned Santa Ana River Trail adjacent to the bridge.

IV. Project Description

Project construction will replace the existing Hamner Avenue Bridge with a new bridge. The new bridge will be 101 feet wide, 1,200 feet long, and 32 to 40 feet high. It would include three, 12-foot lanes and a 4-foot shoulder in each direction (northbound and southbound) that would be separated by a 4-foot curbed median. A 12-foot, barrier-separated, multipurpose trail will be constructed on the east side of the bridge. Improvements to the roadway section north and south of the new bridge will also be made to Hamner Avenue. These improvements include three, 12-foot lanes and a 4-foot shoulder in each direction, along with a 6-foot sidewalk on the east side of the roadway. At the intersection with Citrus Street, two northbound dedicated left-turn lanes will be built, and the outside northbound lane would be a combined through/right-turn lane. At the intersection with Detroit Street, one southbound dedicated left-turn will be constructed. A trail ramp will be constructed at the northeast and southeast ends of the bridge that would connect the planned Regional Santa Ana River Trail to the barrier-separated multipurpose trail on the new Hamner Avenue Bridge. Rock slope protection will be placed around the north abutment of the new bridge, including partially in the drainage that flows parallel to Hamner Avenue on the west shoulder, along the front of the abutment, and around the embankment on the north side. The proposed project will also relocate existing utilities, either into or outside the new bridge; construct retaining walls; installing signs; and clearance two staging areas.

V. Project Location

The project will take place at the Hamner Avenue Bridge over the Santa Ana River, west of Interstate 15, in the Cities of Norco and Eastvale, Riverside County, in the un-sectioned La Sierra and Jurupa Landgrants. The Project is located on of the U.S. Geological Survey Corona North 7.5-minute topographic quadrangle maps (33.9463° N/ -117.5583° W). A map showing the Project location is found in Attachment A of this Order.

VI. Project Impact and Receiving Waters Information

The Project is located within the jurisdiction of the Santa Ana Water Board. Receiving waters and groundwater potentially impacted by this Project are protected in accordance with the Water Quality Control Plan for the Santa Ana Basin (1995) and subsequent amendments (Basin Plan) and other plans and policies. The Basin Plan includes water quality standards, which consist of existing and potential beneficial uses of waters of the State, water quality objectives to protect those uses, and the State and federal antidegradation policies.

It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This Order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

Receiving Water: Santa Ana River, Reach 3.

Existing or Potential Beneficial Uses: Agricultural Supply (AGR), Groundwater Recharge (GWR), Water Contact Recreation (REC1), Non-contact Water Recreation (REC2), Warm Freshwater Habitat (WARM), Wildlife Habitat (WILD), Rare, Threatened or Endangered Species (RARE), and Spawning, Reproduction and Development (SPWN).

VII. Description of Direct Impacts to Waters of the State

Construction of the new Hamner Avenue Bridge over the Santa Ana River involves building two abutments and six bents, with each bent consisting of three, 7-foot diameter columns supported on single 8-foot diameter piles. One abutment and two bents would be built on the south side of the river and four bents and one abutment would be built on the north side of the river. Four of these bents would be located within the Santa Ana River floodplain (two on each side of the active channel). In addition, current site conditions result in varying column heights within and among some of the bents. This creates unbalanced stiffness among substructure elements, causing seismic behavior problems. As such, the riparian area north of Santa Ana River floodplain will be graded to balance the effective height of the adjacent columns.

Bridge construction will be completed in two stages to maintain the flow of traffic. Bridge construction will require a temporary construction access road across the Santa Ana River, to provide a platform for the movement of construction equipment across the river and to place the falsework framing on. The access road would span the river from bank to bank and it is anticipated that temporary piles will need to be installed within the active channel for the support of falsework framing. In order to create the construction access area across the river, a flow diversion would be placed in the river funneling flow from upstream of the bridge through the installation of an estimated four temporary pipe culverts (anticipated to be between six and eight feet in diameter). These culverts will be placed under the existing and

new bridge with flow being discharged approximately 100 feet downstream of the existing bridge crossing. Riprap will be placed at the upstream and downstream construction limits to prevent backflow. Geotextile filter fabric will be placed within the temporary construction area between the upstream and downstream riprap barriers. Earthen fill will be placed on top of the geotextile filter fabric to provide a stable work area to construct the bridge. Upon completion of the bridge construction, the earthen fill, geotextile filter fabric, temporary pipe culverts, and diversions would be removed from the river. The area would be returned to pre-project contours and the natural flow reestablished.

Total Project fill/excavation quantities for all impacts are summarized in Table 2. Permanent impacts are categorized as those resulting in a physical loss in area and also those degrading ecological condition only.

Table 2: Total Project Fill/Excavation Quantity

Aquatic Resource Type	Temporary Impact ¹			Permanent Impact					
				Physical Loss of Area			Degradation of Ecological Condition Only		
	Acres	CY ²	LF	Acres	CY	LF	Acres	CY	LF
Stream Channel	2.84	--	823	0.03	--	97	--	--	--
Wetland	0.49	--	660	--	--	--	--	--	--

VIII. Compensatory Mitigation

The Permittee has agreed to provide compensatory mitigation described in section XII.H and XII.I for temporary impacts that have temporal loss and/or degradation of ecological condition.

The Permittee has agreed to provide compensatory mitigation for direct, described in section XII.I for permanent impacts.

IX. California Environmental Quality Act (CEQA)

Pursuant to California Code of Regulations, Title 14, Chapter 3, section 15096, as a Responsible Agency, the Santa Ana Water Board is required to consider CEQA documents prepared by the lead agency to determine a Project should receive Certification. A responsible agency has responsibility to mitigate and avoid only the direct and indirect environmental effects of those parts of the project that it decides to carry out, finance, or approve. Further, the responsible agency must make findings as required by section 15091 and, if necessary, section 15093 for each and every significant impact of the Project.

On April 18, 2019, the City of Norco, as lead agency, adopted an Initial Study/Mitigated Negative Declaration (IS/MND) for the Project and filed a Notice of Determination (NOD) at the Clerk of the Board of Supervisors, County of Riverside on April 22, 2019. As required by section 15096, in approving this Certification, the Santa Ana Water Board has considered the IS/MND adopted by the City of Norco and subsequent information provided by the Permittee. More specifically, the Santa Ana Water Board considered those sections of the IS/MND pertaining to impacts to water quality standards. Based on the mitigation proposed in the

¹ Includes only temporary direct impacts to waters of the State and does not include upland areas of temporary disturbance, which could result in a discharge to waters of the State.

² Cubic Yards (CY); Linear Feet (LF)

IS/MND and the Conditions set forth in this Certification, potentially adverse impacts to water quality standards should be reduced to a less than significant level and beneficial uses protected, if all stated mitigation and conditions are performed.

X. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Resources Control Board to reconsider this Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within thirty (30) calendar days of the issuance of this Order.

XI. Fees Received

An application fee of \$1,638.00 was received on February 25, 2019. The fee amount was determined as required by California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3) and was calculated as category A - Fill & Excavation Discharges (fee code 84) with the dredge and fill fee calculator. An additional fee of \$47,045.00 based on total Project impacts was received on August 29, 2019.

XII. Conditions

The Santa Ana Water Board has independently reviewed the record of the Project to analyze impacts to water quality and designated beneficial uses within the watershed of the Project. In accordance with this Order, the Permittee may proceed with the Project under the following terms and conditions:

A. Authorization

Impacts to waters of the State shall not exceed quantities shown in Table 2.

B. Reporting and Notification Requirements

The following section details the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment B, including specifications for photo and map documentation during the Project construction. Written reports and notifications shall be submitted using the Reporting and Notification Cover Sheet located in Attachment B and signed by the Permittee or an authorized representative.

1. Project Reporting:

- a. **Annual Reporting.** The Permittee shall submit an Annual Report each year on the anniversary of effective date. Annual reporting shall continue until a *Notice of Project Complete Letter* is issued to the Permittee.

2. Project Status Notifications:

- a. **Commencement of Construction.** The Permittee shall submit a *Commencement of Construction Report* at least seven (7) days prior to start of initial ground disturbance activities.
- b. **Request for Notice of Completion of Discharges Letter.** The Permittee shall submit a *Request for Notice of Completion of Discharges Letter* following completion of active Project construction activities, including any required restoration and permittee-responsible mitigation. This request shall be submitted to the Santa Ana

Water Board staff within thirty (30) days following completion of all Project construction activities. Upon acceptance of the request, Santa Ana Water Board staff will issue to the Permittee a *Notice of Completion of Discharges Letter*, which will end the active discharge period and, if appropriate, associated annual fees.

- c. **Request for Notice of Project Complete Letter.** The Permittee shall submit a *Request for Notice of Project Complete Letter* when construction and any required post-construction monitoring is complete³ and no further Project activities will occur. This request shall be submitted to Santa Ana Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, the Santa Ana Water Board staff will issue to the Permittee a *Notice of Project Complete Letter*, which will end the post discharge monitoring period and associated annual fees.

3. Conditional Notifications and Reports: The following notifications and reports are required as appropriate.

- a. **Accidental Discharges of Hazardous Materials.**⁴ Following an accidental discharge of a reportable quantity of a hazardous material, sewage, or an unknown material, the following applies (Water Code, section 13271):

- i. As soon as (A) Permittee has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then, the Permittee shall:
- first call – 911 (to notify local response agency)
 - then call – Office of Emergency Services (OES) State Warning Center at (800) 852-7550 or (916) 845-8911
 - lastly follow the required OES procedures as set forth in the California Hazardous Materials Spill / Release Notification Guidance
- ii. Following notification to OES, the Permittee shall notify Santa Ana Water Board, as soon as practicable (ideally within twenty-four [24] hours). Notification may be via telephone, email, delivered written notice, or other verifiable means.
- iii. Within five (5) working days of notification to the Santa Ana Water Board, the Permittee shall submit an *Accidental Discharge of Hazardous Material Report*.

- b. **Violation of Compliance with Water Quality Standards.** The Permittee shall notify the Santa Ana Water Board of any event causing a violation of compliance with

³ Completion of post-construction monitoring will be determined by Santa Ana Water Board staff and will be contingent on successful attainment of restoration and mitigation performance criteria.

⁴ "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. "Hazardous materials" include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health & Saf. Code, § 25501.)

water quality standards. Notification may be via telephone, email, delivered written notice, or other verifiable means.

- i. Examples of noncompliance events include: lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the State, and water contact with uncured concrete.
 - ii. This notification shall be followed within three (3) working days by submission of a *Violation of Compliance with Water Quality Standards Report* to the Santa Ana Water Board.
- c. In-Water Work.**
- i. The Permittee shall notify the Santa Ana Water Board at least forty-eight (48) hours prior to initiating work in water or stream diversions. Notification may be via telephone, email, delivered written notice, or other verifiable means.
 - ii. Within three (3) working days following completion of work in water or stream diversions, an *In-Water Work/Diversions Water Quality Monitoring Report* shall be submitted to Santa Ana Water Board staff.
- d. Modifications to Project.** Project modifications may require an amendment of this Order. The Permittee shall give advance notice to Santa Ana Water Board staff by submitting a *Modifications to Project Report*, if Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, State, or federal regulatory authority. The Permittee shall inform Santa Ana Water Board staff of any Project modifications that will interfere with the Permittee's compliance with this Order. Notification may be made in accordance with conditions in the Certification Deviation section of this Order.
- e. Transfer of Property Ownership.** This Order is not transferable in its entirety or in part to any person or organization except after notice to the Santa Ana Water Board in accordance with the following terms:
- i. The Permittee shall notify the Santa Ana Water Board by submitting a *Transfer of Property Ownership Report*, of any change in ownership or interest in ownership of the Project area. The Permittee and purchaser shall sign and date the notification and provide such notification to the Santa Ana Water Board at least ten (10) days prior to the transfer of ownership. The purchaser shall also submit a written request to the Santa Ana Water Board to be named as the permittee in a revised order.
 - ii. Until such time as this Order has been modified to name the purchaser as the permittee, the Permittee shall continue to be responsible for all requirements set forth in this Order.
- f. Transfer of Long-Term Best Management Practices (BMPs) Maintenance.** If maintenance responsibility for post-construction BMPs is legally transferred, the Permittee shall submit to the Santa Ana Water Board a copy of such documentation and shall provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer or designer specifications. The Permittee shall

provide such notification to the Santa Ana Water Board with a *Transfer of Long-Term BMP Maintenance Report* at least ten (10) days prior to the transfer of BMP maintenance responsibility.

C. Water Quality Monitoring

1. **General.** If surface water is present, continuous visual surface water monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g., oil, grease, turbidity plume, or uncured concrete).
2. **Accidental Discharges/Noncompliance.** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, Santa Ana Water Board staff may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.
3. **In-Water Work or Diversions.**
During planned work in water or stream diversions any discharge(s) to waters of the State shall conform to the following water quality standards:
 - a. **Oil and Grease.** Waste discharges shall not result in deposition of oil, grease, wax, or other material in concentrations that result in a visible film or in coating objects in the water, or that cause a nuisance or adversely affect beneficial uses.
 - b. **Oxygen.** The dissolved oxygen content of surface waters shall not be depressed below 5 mg/L for waters designated WARM, as a result of controllable water quality factors. In addition, waste discharge shall not cause the median dissolved oxygen concentration to fall below 85% of saturation or the 95th percentile concentration or fall below 75% of saturation or the 95th percentile concentration of fall below 75% of saturation within a 30-day period.
 - c. **pH.** The pH of inland surface waters shall not be depressed below 6.5 or raised above 8.5 as a result of waste discharge.
 - d. **Turbidity.** Increases in turbidity that result from controllable water quality factors shall comply with the following: where natural turbidity is between 0 and 50 Nephelometric Turbidity Units (NTU), increases shall not exceed 10 NTU, and where natural turbidity is greater than 100 NTU, increases shall not exceed 10%. Measurements of turbidity shall be taken 100 ft. downstream of Project activities.
 - e. **Temperature.** The temperature of waters designated WARM shall not be raised above 90°F June through October or above 78°F during the rest of the year as a result of controllable water quality factors

Sampling shall be conducted in accordance with Table 3 sampling parameters.⁵

⁵ Pollutants shall be analyzed using the analytical methods described in 40 Code of Federal Regulations Part 136; where no methods are specified for a given pollutant, a description of the method to be used must be submitted to the Santa Ana Water Board staff for approval. Grab samples shall be taken between the surface and mid-depth and not be collected at the same time each day to get a complete representation of variations in the receiving water. A hand-held field meter may be used, provided the
(footnote continued on next page)

Table 3: Sample Type and Frequency Requirements

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Oil and Grease	N/A	Visual	Continuous
Dissolved Oxygen	mg/L & % saturation	Grab	Once per day during in-water work
pH	Standard Units	Grab	Once per day during in-water work
Turbidity	NTU	Grab	Once per day during in-water work
Temperature	°F (or as °C)	Grab	Once per day during in-water work

Baseline sampling shall be conducted at least at one location within the Project boundary. All other sampling shall take place at a minimum of two locations: the sample locations shall be 100 feet upstream and 100 feet downstream of the construction area. Results of the analyses shall be submitted to the Santa Ana Water Board via email by the 15th day of each subsequent sampling month. A map or drawing indicating the locations of sampling points shall be included with each submittal.

4. **Post-Construction.** The Permittee shall visually inspect the Project site during the rainy season for 5 years to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the Project site. If water quality pollution is occurring, contact the Santa Ana Water Board staff member overseeing the Project within three (3) working days. The Santa Ana Water Board may require the submission of a *Violation of Compliance with Water Quality Standards Report*. Additional permits may be required to carry out any necessary site remediation.

D. Standards

1. This Certification will remain valid until the USACE 2017 Nationwide Permits expire on March 18, 2022, or through an extended period beyond the expiration date that is authorized in writing by the USACE.
2. This Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330 and California Code of Regulations, title 23, chapter 28, Article 6 commencing with sections 3867-3869, inclusive. Additionally, the Santa Ana Water Board reserves the right to suspend, cancel, or modify and reissue this Order, after providing notice to the Permittee, if the Santa Ana Water Board determines: that the Project fails to comply with any of the conditions of this Order; or, when necessary to implement any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act (Water Code, sections 13000 et seq.) or federal Clean Water Act section 303 (Title 33 U.S Code section 1313). For purposes of Clean Water Act section 401(d), the condition constitutes a limitation necessary to assure compliance with water quality standards and appropriate requirements of State law.

meter utilizes a U.S. Environmental Protection Agency-approved algorithm/method and is calibrated and maintained in accordance with the manufacturer's Instructions. A calibration and maintenance log for each meter used for monitoring shall be maintained onsite.

3. This Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
4. This Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations and owed by the Permittee.
5. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, processes, or sanctions as provided for under State and federal law. For purposes of Clean Water Act, section 401(d), the applicability of any State law authorizing remedies, penalties, processes, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Order.

E. General Compliance

1. Failure to comply with any condition of this Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The Permittee and/or discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
2. If the conditions of this Order are changed, any of the criteria or conditions as previously described are not met, or new information becomes available that indicates a water quality problem, the Santa Ana Water Board may require that the Permittee submit a Report of Waste Discharge and obtain Waste Discharge Requirements.
3. Permitted actions shall not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters, as adopted in the Basin Plan and subsequent Basin Plan Amendments or in any applicable State Water Resources Control Board water quality control plan or policy. The source of any such discharge shall be eliminated as soon as practicable.
4. In response to a suspected violation of any condition of this Order, the Santa Ana Water Board may require the holder of this Order to furnish, under penalty of perjury, any technical or monitoring reports the Santa Ana Water Board deems appropriate, provided that the burden, including costs, of the reports bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. The additional monitoring requirements ensure that permitted discharges and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of State law.
5. The Permittee shall, at all times, fully comply with engineering plans, specifications, and technical reports submitted to support this Order and all subsequent submittals required as part of this Order. The conditions within this Order and Attachments supersede conflicting provisions within Permittee submittals.
6. This Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any federal license or permit issued for the

Project. For purposes of Clean Water Act, section 401(d), this condition constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements of State law.

F. Administrative

1. Signatory requirements for all document submittals required by this Order are presented in Attachment C of this Order.
2. This Order does not authorize any act that results in the taking of a threatened, endangered, or candidate species, or any act that is now prohibited or becomes prohibited in the future under either the California Endangered Species Act (Fish and Game Code, sections 2050-2097) or the federal Endangered Species Act (Title 16 U.S. Code sections 1531-1544). If a "take" will result from any act authorized under this Order held by the Permittee, the Permittee shall obtain authorization for the take prior to any construction or operation of the portion of the Project that may result in a take. The Permittee is responsible for meeting all requirements of the applicable endangered species act for the Project authorized under this Order.
3. The Permittee shall grant Santa Ana Water Board staff or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the Project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept;
 - b. Have access to and copy any records that are kept and are relevant to the Project or the requirements of this Order;
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Order;
 - d. Sample or monitor for the purposes of assuring Order compliance.
4. A copy of this Order shall be provided to any consultants, contractors, and subcontractors working on the Project. Copies of this Order shall remain at the Project site for the duration of this Order. The Permittee shall be responsible for work conducted by its consultants, contractors, and any subcontractors.
5. A copy of this Order shall be available at the Project site(s) during construction for review by site personnel and agencies. All personnel performing work on the Project shall be familiar with the content of this Order and its posted location at the Project site.
6. **Lake and Streambed Alteration Agreement:** The Permittee shall submit a signed copy of the California Department of Fish and Wildlife's lake and streambed alteration agreement to the Santa Ana Water Board immediately upon execution and prior to any discharge to waters of the State.

G. Construction

1. **Dewatering:** Construction dewatering discharges, including temporary stream diversions necessary to carry out the Project, are subject to regulation by Santa Ana

Water Board Order No. R8 2015-0004, General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality. For more information, please review Order No. R8-2015-0004.

2. **Construction General Permit Requirement:** The Permittee shall maintain compliance with conditions described in, and required by, NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002) and any subsequent approvals.
3. **Good Site Management "Housekeeping":**
 - a. A Storm Water Pollution Prevention Plan (SWPPP) shall be developed by the construction contractor prior to Project implementation. The SWPPP shall include measures to prevent sediment from entering the watercourse during construction.
 - b. BMPs for effective perimeter control shall be in place at all times to control the discharge of pollutants from the Project site during construction. Construction waste shall be contained and protected against wind and exposure to storm water at all times, unless being actively handled. Chemical, fuel, and lubricant containers shall be kept closed and protected from damage or upset at all times, unless being actively used. Dirt and landscaping material stockpiles shall have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channel and shall not be located in any waters of the United States. Discharges of wastewater from the Project site are prohibited.
 - c. Substances resulting from Project-related activities and that could be harmful to aquatic life shall not be discharged to soils or waters of the State. These substances include but are not limited to petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, Portland cement concrete or asphalt concrete, and washings and cuttings thereof. All waste concrete shall be removed from the Project site.
 - d. Motorized equipment shall not be maintained or parked in or near any stream crossing, channel, or lake margin in such manner that petroleum products or other pollutants from the equipment might enter these areas under any flow conditions. Vehicles shall not be driven, or equipment shall not be operated on-site in waters of the State onsite, except as necessary to complete the proposed Project.
 - e. Prior to construction activities, the Permittee shall delineate the work area with brightly colored fencing or other methods to ensure temporary impacts to waters of the United States and waters of the State do not exceed the limits authorized in this Certification.
4. **Hazardous Materials:** During construction activities, the Permittee shall comply with local, State, and federal laws and regulations regarding the handling and storage of hazardous substances.
5. **Invasive Species and Soil Borne Pathogens:** BMPs to stabilize disturbed soils shall include the use of native plant species whenever feasible.
6. **Storm Water:** The Project shall comply with the local regulations associated with the Santa Ana Water Board's Municipal Stormwater Permit issued to Riverside County and

co-permittees under NPDES No. CAS618033 and Waste Discharge Requirements Order No. R8-2010-0033, and subsequent iterations thereof.

H. Mitigation for Temporary Impacts

1. The Permittee shall submit for Santa Ana Water Board Staff approval, a draft Habitat Mitigation and Monitoring Plan (HMMP) for the area of temporary impacts to the Santa Ana Water Board staff 30 days in advance of authorized impacts.
2. The Permittee shall restore all areas of temporary impacts to waters of the State in accordance with the HMMP. The HMMP shall provide the following: a schedule; plans for grading of disturbed areas to pre-project contours; planting palette with plant species native to the Project area; seed collection location; invasive species management; performance standards; and maintenance requirements (e.g. watering, weeding, and replanting). The Permittee shall abide by the following mitigation monitoring requirements:
3. The Santa Ana Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Santa Ana Water Board Executive Director that the performance standards have not been met or are not likely to be met within the monitoring period.
4. If restoration of temporary impacts to waters of the State is not completed within 90 days of the completion of bridge construction, compensatory mitigation may be required to offset temporal loss of waters of the State.

Aquatic Resource Type	Mit. Type ⁶	Units	Method ⁷					
			Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	PR	Acres	--	--	0.49	--	--	--
Stream Channel	PR	Acres	--	--	2.84	--	--	--

⁶ Mitigation type for onsite restoration of temporary impacts is Permittee Responsible (PR).

⁷ Methods: establishment (Est.), reestablishment (Re-est.), rehabilitation (Reh.), enhancement (Enh.), preservation (Pres.). Unknown applies to advance credits with an unknown method and or location.

I. Compensatory Mitigation for Permanent Impacts⁸

1. Purchase of Mitigation Credits by Permittee for Compensatory Mitigation

- a. A copy of the fully executed agreement for the purchase of mitigation credits shall be provided to the Santa Ana Water Board within ten (10) days of authorized impacts.
- b. The Permittee shall retain responsibility for providing the compensatory mitigation and long-term management until Santa Ana Water Board staff has received documentation of the credit purchase and the transfer agreement between the Permittee and the seller of credits.

2. Total Required Compensatory Mitigation

- a. The Permittee shall provide compensatory mitigation for the authorized permanent impact resulting in the physical loss of waters of the State by the purchase mitigation credits from a Regional Board approved In-Lieu-Fee Program.
- b. The Permittee shall provide the total required Project compensatory mitigation information for permanent physical loss (0.09 acre) of area as summarized in Table 5.

Table 5: Required Project Compensatory Mitigation Quantity for Permanent Physical Loss of Area								
Aquatic Resource Type	Comp Mit. Type⁹	Units	Method¹⁰					
			Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Stream Channel	ILF	Acres	--	0.09	--	--	--	--

- c. The Permittee is required to provide compensatory mitigation for the temporal loss of Wetland and Stream Channel by the purchase enhancement mitigation credits from a Regional Board approved In-Lieu-Fee Program.
- d. Total required Project compensatory mitigation information for temporal loss (4.16 acres) is summarized in Table 6.

⁸ Compensatory Mitigation is for permanent physical loss and permanent ecological degradation of a water of the State.

⁹ Compensatory mitigation type may be: In-Lieu-Fee (ILF); Mitigation Bank (MB); Permittee-Responsible (PR)

¹⁰ Methods: establishment (Est.), reestablishment (Re-est.), rehabilitation (Reh.), enhancement (Enh.), preservation (Pres.). Unknown applies to advance credits with an unknown method and or location.

Table 6: Required Project Compensatory Mitigation Quantity for Temporal Loss

Aquatic Resource Type	Comp Mit. Type ¹¹	Units	Method ¹²					
			Est.	Re-est.	Reh.	Enh.	Pres.	Unknown
Wetland	ILF	Acres	--	--	--	0.61	--	--
Stream Channel	ILF	Acres	--	--	--	3.55	--	--

XIV. Certification Deviation

1. Minor modifications of Project locations or predicted impacts may be necessary as a result of unforeseen field conditions, necessary engineering re-design, construction concerns, or similar reasons. Some of these prospective Project modifications may have impacts on water resources. For purposes of this Certification, a *Certification Deviation* is a Project locational or impact modification that does not require an immediate amendment of the Order, because the Santa Ana Water Board has determined that any potential water resource impacts that may result from the change are sufficiently addressed by the Order conditions and the CEQA Findings. After the termination of construction, this Order will be formally amended to reflect all authorized Certification Deviations and any resulting adjustments to the amount of water resource impacts and required compensatory mitigation amounts.
2. A Project modification shall not be granted a *Certification Deviation* if it warrants or necessitates changes that are not addressed by the Order conditions or the CEQA environmental document such that the Project impacts are not addressed in the Project's environmental document or the conditions of this Order. In this case a supplemental environmental review and different Order will be required.

XIII. Water Quality Certification

I hereby issue the Order (SARWQCB WDID # 332019-07) for the Hamner Avenue Bridge Replacement Project. This Order certifies that any discharge from the referenced Project will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards), as long as all of the conditions listed in the Order are met.

This discharge is also regulated pursuant to State Water Board Water Quality Order No. 2003-0017-DWQ which authorizes this Order to serve as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Water Code, sections 13000 et seq.).


¹¹ Compensatory mitigation type may be: In-Lieu-Fee (ILF); Mitigation Bank (MB); Permittee-Responsible (PR)

¹² Methods: establishment (Est.), reestablishment (Re-est.), rehabilitation (Reh.), enhancement (Enh.), preservation (Pres.). Unknown applies to advance credits with an unknown method and or location.

Except insofar as may be modified by any preceding conditions, all Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this Order and the attachments to this Order; and (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies and the Santa Ana Water Board's Basin Plan and Policies.



Hope A. Smythe
Executive Officer
Santa Ana Water Quality Control Board


Date

Attachment A Project Map
Attachment B Report and Notification Requirements
Attachment C Signatory Requirements



Copies of this Form

In order to identify your Project, it is necessary to include a copy of the Project-specific Cover Sheet below with your report (see page 3). Please retain for your records.

Report Submittal Instructions

1. Check the box on the *Report and Notification Cover Sheet* next to the report or notification you are submitting.
 - **Part A (Annual Report):** Submitted annually from the anniversary of the Project effective date until a *Notice of Project Complete Letter* is issued.
 - **Part B (Project Status Notifications):** Used to notify the Santa Ana Water Board of the status of the Project schedule that may affect Project billing.
 - **Part C (Conditional Notifications and Reports):** Required on a case-by-case basis for accidental discharges of hazardous materials, violation of compliance with water quality standards, notification of in-water work, or other reports.
2. Sign the *Report and Notification Cover Sheet* and attach all information requested for the Report Type.
3. **Electronic Report Submittal Instructions:**
 - Submit signed *Report and Notification Cover Sheet* and required information via email to: RB-401Reporting@waterboards.ca.gov
 - Include in the subject line of the email:
Subject: ATTN: Jason Bill; Reg. Measure ID: 332019-07 Report.

Definition of Reporting Terms

1. **Active Discharge Period:** The active discharge period begins with the effective date of this Order and ends on the date that the Permittee receives a *Notice of Completion of Discharges Letter* or, if no post-construction monitoring is required, a *Notice of Project Complete Letter*. The Active Discharge Period includes all elements of the Project, including site construction and restoration, and any Permittee responsible compensatory mitigation construction.
2. **Request for Notice of Completion of Discharges Letter:** This request by the Permittee to the Santa Ana Water Board staff pertains to projects that have post construction monitoring requirements (e.g., if site restoration were required to be monitored for five (5) years following construction). Santa Ana Water Board staff will review the request and send a *Completion of Discharges Letter* to the Permittee upon approval. This letter will initiate the post-discharge monitoring period and a change in fees from the annual active discharge fee to the annual post-discharge monitoring fee.
3. **Request for Notice of Project Complete Letter:** This request by the Permittee to the Santa Ana Water Board staff pertains to projects that either have completed post-construction monitoring and achieved performance standards, or have no post-construction monitoring requirements and no further Project activities are planned. Santa Ana Water Board staff will review the request and send a *Project Complete Letter* to the Permittee upon approval. Termination of annual invoicing of fees will correspond with the date of this letter.

4. **Post-Discharge Monitoring Period:** The post-discharge monitoring period begins on the date of the *Notice of Completion of Discharges Letter* and ends on the date of the *Notice of Project Complete Letter* issued by the Santa Ana Water Board staff. The Post-Discharge Monitoring Period includes continued water quality monitoring or compensatory mitigation monitoring.
5. **Effective Date:** Date of Order issuance.

Map/Photo Documentation Information

When submitting maps or photos, please use the following formats.

1. **Map Format Information:**

Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles shall depict the boundaries of all Project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of aquatic resources impacted. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and, if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
 - **Google KML files saved from Google Maps: My Maps or Google Earth Pro.** Maps shall show the boundaries of all Project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
 - **Other electronic format (CAD or illustration format)** that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps shall show the boundaries of all Project areas and extent/type of aquatic resources impacted. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
 - **Aquatic resource maps marked on paper USGS 7.5-minute topographic maps or Digital Orthophoto Quarter Quads (DOQQ) printouts.** Maps shall show the boundaries of all Project areas and extent/type of aquatic resources impacted. If this format is used, include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
2. **Photo-Documentation:** Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

REPORT AND NOTIFICATION COVER SHEET

Project: Hamner Avenue Bridge Replacement
Permittee: Riverside County Transportation Department
SARWQCB WDID: 332019-07
Reg. Meas. ID: 429130 **Place ID:** 856499
Order Effective Date: October 2, 2019

Report Type Submitted

Part A – Project Reporting

Report Type 1 **Annual Report**

Part B - Project Status Notifications

Report Type 2 **Commencement of Construction**
Report Type 3 **Request for Notice of Completion of Discharges Letter**
Report Type 4 **Request for Notice of Project Complete Letter**

Part C - Conditional Notifications and Reports

Report Type 5 **Accidental Discharge of Hazardous Material Report**
Report Type 6 **Violation of Compliance with Water Quality Standards Report**
Report Type 7 **In-Water Work and Diversions Water Quality Monitoring Report**
Report Type 8 **Modifications to Project Report**
Report Type 9 **Transfer of Property Ownership Report**
Report Type 10 **Transfer of Long-Term Best Management Practices (BMPs) Maintenance Report**

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

Print Name ¹

Affiliation and Job Title

Signature

Date

1STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request supplemental information in support of this submittal.

Permittee's Signature

Date

***This Report and Notification Cover Sheet must be signed by the Permittee or a duly authorized representative and included with all written submittals.**

Part A – Project Reporting

Report Type 1	Annual Report
Report Purpose	Notify the Santa Ana Water Board staff of Project status during both the active discharge and post-discharge monitoring periods.
When to Submit	Annual reports shall be submitted each year by the effective date. Annual reports shall continue until a Notice of Project Complete Letter is issued to the Permittee.
Report Contents	<p>The contents of the annual report shall include the topics indicated below for each Project period. Report contents are outlined in Annual Report Topics below.</p> <p><u>During the Active Discharge Period</u></p> <ul style="list-style-type: none"> • Topic 1: Construction Summary • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status <p><u>During the Post-Discharge Monitoring Period</u></p> <ul style="list-style-type: none"> • Topic 2: Mitigation for Temporary Impacts Status • Topic 3: Compensatory Mitigation for Permanent Impacts Status
Annual Report Topics (1-3)	
Annual Report Topic 1	Construction Summary
When to Submit	With the annual report during the Active Discharge Period.
Report Contents	<ol style="list-style-type: none"> 1. Project progress and schedule, including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water BMPs. If construction has not started, provide estimated start date and reasons for delay. 2. Map showing general Project progress. 3. If applicable: <ol style="list-style-type: none"> a. Summary of Conditional Notification and Report Types 6 and 7 (Part C below). b. Summary of Certification Deviations.
Annual Report Topic 2	Mitigation for Temporary impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<ol style="list-style-type: none"> 1. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the State and all upland areas of temporary disturbance which could result in a discharge to waters of the State.

	<p>2. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.</p>
Annual Report Topic 3	Compensatory Mitigation for Permanent Impacts Status
When to Submit	With the annual report during both the Active Discharge Period and Post-Discharge Monitoring Period.
Report Contents	<p>*If not applicable report N/A.</p> <p>Part A. Permittee Responsible</p> <ol style="list-style-type: none">1. Planned date of initiation of compensatory mitigation site installation.2. If installation is in progress, a map of what has been completed to date.3. If the compensatory mitigation site has been installed, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan. <p>Part B. Mitigation Bank or In-Lieu Fee (ILF)</p> <ol style="list-style-type: none">1. Status or proof of purchase of credit types and quantities.2. Include the name of bank/ILF Program and contact information.3. If ILF, location of project and type if known.

Part B – Project Status Notifications

Report Type 2	Commencement of Construction
Report Purpose	Notify Santa Ana Water Board staff prior to the start of construction.
When to Submit	Must be received at least seven (7) days prior to start of initial ground disturbance activities.
Report Contents	<ol style="list-style-type: none"> 1. Date of commencement of construction. 2. Anticipated date when discharges to waters of the State will occur. 3. Project schedule milestones, including a schedule for onsite compensatory mitigation, if applicable.

Report Type 3	Request for Notice of Completion of Discharges Letter
Report Purpose	Notify Santa Ana Water Board staff that post-construction monitoring is required and that active Project construction, including any mitigation and permittee responsible compensatory mitigation, is complete.
When to Submit	Must be received by Santa Ana Water Board staff within thirty (30) days following completion of all Project construction activities.
Report Contents	<ol style="list-style-type: none"> 1. Status of storm water Notice of Termination(s), if applicable. 2. Status of post-construction storm water BMP installation. 3. Pre- and post-photo documentation of all Project activity sites where the discharge of dredge and/or fill/excavation was authorized. 4. Summary of Certification Deviation discharge quantities compared to initial authorized impacts to waters of the State, if applicable. 5. An updated monitoring schedule for mitigation for temporary impacts to waters of the State and Permittee responsible compensatory mitigation during the post-discharge monitoring period, if applicable.

Report Type 4	Request for Notice of Project Complete Letter
Report Purpose	Notify Santa Ana Water Board staff that construction and/or any post-construction monitoring is complete, or is not required, and no further Project activity is planned.
When to Submit	Must be received by Santa Ana Water Board staff within thirty (30) days following completion of all Project activities.
Report Contents	<p>Part A: Mitigation for Temporary Impacts</p> <ol style="list-style-type: none"> 1. A report establishing that the performance standards outlined in the restoration plan have been met for Project site upland areas of temporary disturbance that could result in a discharge to waters of the State. 2. A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the State. Pre- and post-photo documentation of all restoration sites. <p>Part B: Permittee Responsible Compensatory Mitigation</p>

1. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.
2. Status on the implementation of the long-term maintenance and management plan and funding of endowment.
3. Pre- and post-photo documentation of all compensatory mitigation sites.
4. Final maps of all compensatory mitigation areas (including buffers).

Part C: Post-Construction Storm Water BMPs

1. Date of storm water Notice of Termination(s), if applicable.
2. Report status and functionality of all post-construction BMPs.

Part C – Conditional Notifications and Reports

Report Type 5	Accidental Discharge of Hazardous Material Report
Report Purpose	Notifies Santa Ana Water Board staff that an accidental discharge of hazardous material has occurred.
When to Submit	Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Santa Ana Water Board staff.
Report Contents	<ol style="list-style-type: none"> 1. The report shall include the <i>OES Incident/Assessment Form</i>, a full description and map of the accidental discharge incident (i.e., location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the <i>OES Written Follow-Up Report</i> may be substituted. 2. If applicable, any required sampling data, a full description of the sampling methods, including frequency/dates and times of sampling, equipment, locations of sampling sites. 3. Locations and construction specifications of any barriers, including silt curtains or diverting structures and any associated trenching or anchoring.

Report Type 6	Violation of Compliance with Water Quality Standards Report
Report Purpose	Notifies Santa Ana Water Board staff that a violation of compliance with water quality standards has occurred.
When to Submit	The Permittee shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Santa Ana Water Board staff.
Report Contents	The report shall include: the cause; the location shown on a map; and the period of the noncompliance, including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results, if required by Santa Ana Water Board staff.

Report Type 7	In-Water Work and Diversions Water Quality Monitoring Report
Report Purpose	Notifies Santa Ana Water Board staff of the completion of in-water work.
When to Submit	Within three (3) working days following the completion of in-water work. Continue reporting in accordance with the approved water quality monitoring plan.
Report Contents	As required by the approved water quality monitoring plan.

Report Type 8	Modifications to Project Report
Report Purpose	Notifies Santa Ana Water Board staff if the Project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, State, or federal regulatory authority.
When to Submit	If Project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, State, or federal regulatory authority.
Report Contents	A description and location of any alterations to Project implementation. Identification of any Project modifications that will interfere with the Permittee's compliance with the Order.

Report Type 9	Transfer of Property Ownership Report
Report Purpose	Notifies Santa Ana Water Board staff of change in ownership of the Project or Permittee-responsible mitigation area.
When to Submit	At least ten (10) working days prior to the transfer of ownership.
Report Contents	<ol style="list-style-type: none"> 1. A statement that the Permittee has provided the purchaser with a copy of this Order and that the purchaser understands and accepts: <ol style="list-style-type: none"> a. the Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and b. responsibility for compliance with any long-term BMP¹ maintenance plan requirements in this Order. 2. A statement that the Permittee has informed the purchaser to submit a written request to the Santa Ana Water Board to be named as the permittee in a revised order.

Report Type 10	Transfer of Long-Term BMP Maintenance Report
Report Purpose	Notifies Santa Ana Water Board staff of transfer of long-term BMP maintenance responsibility.
When to Submit	At least 10 working days prior to the transfer of BMPs maintenance responsibility.
Report Contents	A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

¹ Best Management Practices (BMPs) is a term used to describe a type of environmental or water pollution control.

SIGNATORY REQUIREMENTS

*All Documents Submitted In Compliance With This Order
Shall Meet The Following Signatory Requirements:*

1. All applications, reports, or information submitted to the Santa Ana Regional Water Quality Control Board (Santa Ana Water Board) shall be signed and certified as follows:
 - a) For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - b) For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - c) For a municipality, or a State, federal, or other public agency, by either a principal executive officer or ranking elected official.

2. A duly authorized representative of a person designated in items 1.a through 1.c above may sign documents if:
 - a) The authorization is made in writing by a person described in items 1.a through 1.c above.
 - b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c) The written authorization is submitted to the Santa Ana Water Board staff contact prior to submitting any documents listed in item 1 above.

3. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."



**DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, LOS ANGELES DISTRICT
1451 RESEARCH PARK DRIVE, SUITE 100
RIVERSIDE, CALIFORNIA 92507-2154**

September 20, 2019

SUBJECT: Nationwide Permit (NWP) Verification

Riverside County Transportation Department
Mary Zambon, Environmental Division Manager
3525 14th Street
Riverside, California 92501

Dear Ms. Zambon:

I am responding to your request (SPL-2017-00670), on behalf of Riverside County Transportation Department, for a Department of the Army permit for the proposed Hamner Bridge Replacement Project. The proposed project is located at the Hamner Avenue Bridge over the Santa Ana River, in Norco, Riverside County, California. The proposed project would replace the existing Hamner Avenue Bridge with a new, larger bridge, due to safety and vehicular traffic concerns. The new bridge would be approximately 101 feet wide by 1,200 feet long, and would include three 12-foot lanes and a 4-foot shoulder in each direction. Permanent impacts to waters of the U.S. would be approximately 0.03 acre, and temporary impacts to waters of the U.S. would be approximately 3.33 acres.

Because this project would result in a discharge of dredged and/or fill material into waters of the U.S., a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with NWP 14 Linear Transportation Projects. Specifically, you are authorized to:

1. Permanently discharge fill material into approximately 0.03 acre of waters of the United States, and temporarily discharge fill material into approximately 3.33 acres of waters of the United States, in association with the Hamner Bridge Replacement Project (as shown on the approved plans per Special Condition 1 below).

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. Prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a complete set of final detailed grading/construction plans showing all work and structures in waters of the U.S. All plans shall be in compliance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated February 10, 2016 (<http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences/tabid/10390/Article/651327/updated-map-and-drawing-standards.aspx>). All plan sheets shall be signed, dated, and submitted on paper no larger than 11x 17 inches. No work in waters of the U.S. is authorized until the Permittee receives, in writing (by letter or email), Corps Regulatory Division approval of the final detailed grading/construction plans. The Permittee shall ensure that the project is built in accordance with the Corps-approved plans.

Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:

- A) Date(s) work within waters of the U.S. was initiated and completed;
- B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
- C) Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
- D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
- E) Signed Certification of Compliance (attached as part of this permit package).

2. This permit is contingent upon the issuance of a Section 401 Water Quality Certification (WQC) from the Santa Ana Regional Water Quality Control Board (RWQCB). The Permittee shall abide by the terms and conditions of the Clean Water Act Section 401 WQC. The Permittee shall submit the Section 401 WQC to the Corps Regulatory Division (preferably via email) within two weeks of receipt from the issuing state agency. The Permittee shall not proceed with construction until receiving an email or other written notification from Corps Regulatory Division acknowledging the Clean Water Act 401 WQC has been received, reviewed, and determined to be acceptable. If the RWQCB fails to act on a request for certification within 60 days after receipt of a complete application, please notify the Corps so we may consider whether a waiver of water quality certification is warranted pursuant to 33 CFR 325.2(b)(1)(ii).

Endangered Species Act:

1. This Corps permit does not authorize you to take any threatened or endangered species, in particular the federally endangered least Bell's vireo (*Vireo bellii pusillus*) or the federally

threatened Santa Ana sucker (*Catostomus santanae*) or adversely modify its designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply). United States Fish and Wildlife Service issued a Streamlined Section 7 BO (FWS-WRIV-12B0287-19F0719) for these species which stipulates specific mitigation requirements for impacts associated with the project. Your authorization under this Corps permit is conditional upon your compliance with this BO. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit.

Cultural Resources:

1. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Danielle Storey at 213-452-3855 OR Meg McDonald at 213-452-3849). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.

This verification is valid through March 18, 2022. If on March 18, 2022 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR part 330.4(e) and 33 CFR part 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2022, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR part 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the Regulatory Program. If you have any questions, please contact James Mace at (951) 276-6624 x263 or via email at James.E.Mace@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the [customer survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey) form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

MACEJAMES.E
THAN.1231826
501

Digitally signed by
MACEJAMES.ETHAN.1231
826501
Date: 2019.09.20 14:47:57
-07'00'

James E. Mace
Senior Project Manager
South Coast Branch
Regulatory Division

Enclosures



**LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

Permit Number: *SPL-2017-00670*

Name of Permittee: *Mary Zambon; Riverside County Transportation Department*

Date of Issuance: *September 20, 2019*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

1) Email a digital scan of the signed certificate to James.E.Mace@usace.army.mil

OR

2) Mail the signed certificate to

U.S. Army Corps of Engineers
ATTN: Regulatory Division SPL-2017-00670
1451 RESEARCH PARK DRIVE, SUITE 100
RIVERSIDE, CALIFORNIA 92507-2154

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(1)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

Date

From: Bill, Jason@Waterboards <Jason.Bill@Waterboards.ca.gov>
Sent: Tuesday, March 24, 2020 5:26 PM
To: Hoisington, Greg <Greg.Hoisington@icf.com>
Cc: Jan Bulinski <JBulinski@rctlma.org>; Roya Golchoobian <roya.golchoobian@tylin.com>
Subject: RE: Hamner Avenue Bridge Replacement 332019-07 mitigation purchase

Mr. Hoisington,

Santa Ana Water Board Staff finds that the purchase of 1.08 acre of re-establishment credit and 3.17 acre of enhancement credit will offset project inputs for WDID 332019-07. Additionally, Santa Ana Water Board Staff finds that the Santa Ana River Watershed ILF is an appropriate mitigation location for the project.

If you have any additional questions please let me know,

Jason Bill
Environmental Scientist
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite 500
Riverside, California 92501
Phone: 951-782-3295
Email: Jason.Bill@Waterboards.ca.gov

EXHIBIT B

PROJECT DESCRIPTION

The purpose of the Project is to construct a modern, all-weather local bridge over the Santa Ana River between the cities of Norco and Eastvale to remove existing capacity bottleneck across the Santa Ana River and provide bicycle and pedestrian access to the planned Santa Ana River Trail adjacent to the bridge.

The project is located on Hamner Avenue Bridge, over the Santa Ana River, west of Interstate 15 in the Cities of Norco and Eastvale, Riverside County, California.

EXHIBIT C

BILL OF SALE

Contract No. _____

In consideration of the payment of ONE MILLION FIFTY FOUR THOUSAND THREE HUNDRED FIFTY and NO/100 DOLLARS (\$1,054,350.00), receipt of which is hereby acknowledged, SRMA does hereby recognize that the County of Riverside, (the "Project Applicant"), has acquired 1.08 Re-establishment Credits and 3.17 Enhancement Credits from the In-Lieu Fee Program (the "Program").

SRMA, administrator of the Program, represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: _____

By: _____
Chief Executive Officer

EXHIBIT D

Statement of Sale of Credit

April xx, 2020

U.S. Army Corps of Engineers
Los Angeles District – Regulatory Division
915 Wilshire Blvd.
Los Angeles, CA 90017

Subject: Statement of Sale for of 1.08 acre of re-establishment credits and 3.17 acre of enhancement credits from the Santa Ana River Watershed In-Lieu Fee Program to County of Riverside.

The Southwest Resource Management Association has an agreement with the U.S. Army Corps of Engineers – Los Angeles District to operate an In-Lieu-Fee Program. This letter confirms the sale of 1.08 acre of re-establishment credit and 3.17 acre of enhancement credit

These credits are being used as compensatory mitigation for 0.09 acres of permanent physical impacts and 4.16 acres of temporal loss to non-wetland waters of the United States under the Santa Ana Regional Water Quality Control Board 401 Certification (332019-07).

By selling credits to the above permittee, SRMA is the party responsible for fulfilling the 401 Certification Order from the Santa Ana Regional Water Quality Control Board.

Sincerely,

SHELLI LAMB
Chief Executive Officer

cc: R.J. Van Sant, Project Manager/Biologist, Regulatory Division, U.S. Army Corps of Engineers, Carlsbad Field Office
James Mace, Senior Project Manager, Regulatory Division, U.S. Army Corps of Engineers, Los Angeles District
Marc Brown, Regional Planning Programs, Regional Water Quality Control Board-Santa Ana Region.
Sarvy Mahdavi, Environmental Protection Specialist, Wetlands Regulatory Office, U.S. EPA, Region 9

FUNDING AGREEMENT FOR CREDITS FROM THE SOUTHWEST RESOURCE
MANAGEMENT ASSOCIATION AND THE COUNTY OF RIVERSIDE FOR THE
HAMNER AVENUE BRIDGE REPLACEMENT PROJECT

This Funding Agreement (“Agreement”) is entered into this 5th day of May 2020, by and between the Southwest Resource Management Association (“SRMA”), and the County of Riverside (“County”) (herein identified as “Party” or collectively as the “Parties”), as follows:

RECITALS

A. WHEREAS, the Riverside County Transportation Department (“County”), in cooperation with the City of Norco and the California Department of Transportation (“Caltrans”), is proposing to replace the existing Hamner Avenue Bridge over the Santa Ana River and to widen Hamner Avenue from Detroit Street to Citrus Street in the City of Norco, Riverside County, California (“Project”). The Project covers a distance of approximately 0.7 mile.

B. WHEREAS, the Project is located in Riverside County, within the jurisdiction of Caltrans District 8. The Project occurs within Township 2S, Ranges 6W and 7W, Sections 31 and 36 and Township 3S, Ranges 6W and 7W, Sections 1 and 6 of the Corona North United States Geological Survey (USGS) 7.5-Minute topographic quadrangle (USGS 1967).

C. WHEREAS, the California Department of Fish and Wildlife (“CDFW”) issued a Streambed Alteration Agreement, dated February 5, 2020, No. 1600-2019-0059-R6 (Revision 1) and Amendment dated March 20, 2020 (“Streambed Alteration Agreement”) for the Project and it is attached hereto as Exhibit “A;”

D. WHEREAS, to compensate for permanent impacts to 1.01 acres and temporary impacts to 5.39 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall purchase no less than 1.08 acres of streambed and riparian habitat re-establishment and/or rehabilitation credits, and 3.44 acres of streambed and riparian habitat enhancement credits through Permittee Responsible Mitigation. Mitigation credits shall be purchased, and receipt provided to CDFW, prior to the initiation of Project activities, including staging and site preparation.

E. WHEREAS, Permittee or CDFW-approved entity shall rehabilitate a total of 1.08 acres of streambed and riparian habitat and enhance 3.44 acres of streambed and riparian habitat within a CDFW-approved site within the Santa Ana watershed (termed herein as “Mitigation Area”). Habitat re-establishment shall include removal of nonnative plant species, trash, and debris; and where appropriate include erosion control and minor grading, installation of temporary irrigation, and the installation of riparian and riparian-upland transitional plant species. Permittee shall prepare, or fund the preparation of, a Habitat Mitigation and Monitoring Plan (Measure 3.5) and a Long-term Management Plan (Measure 3.7) designed to sustain or surpass the habitat quality of the mitigation site in perpetuity. Permittee shall also establish long-term management funding (Measure 3.8).

MAY 05 2020 3.29

F. WHEREAS, the Streambed Alteration Agreement authorized the County to proceed with the Project as described in the Streambed Alteration Agreement, provided that County mitigate permanent, temporal, and cumulative impacts to streambed and associated riparian habitat by paying SRMA \$383,350 for SRMA to use for the restoration, monitoring, reporting and long-term management of riparian habitat within the Santa Ana River Watershed in Riverside (“Mitigation”). The Mitigation does not include other avoidance and minimization measures described in the Streambed Alteration Agreement with which County must separately comply.

G. WHEREAS, the Hamner Avenue Bridge Replacement Project MSHCP Consistency and Determination of Biologically Equivalent or Superior Preservation (DBESP) 08-RIV-Hamner Avenue, Federal Project Number: BRLSZ-5956(230) resulted in permanent loss of habitat through the removal of existing vegetation that requires the purchase of 1.08 re-establishment credits and temporary habitat disturbance and permanent shading from new bridge construction that requires the purchase of 4.52 enhancement credits.

H. WHEREAS, the Parties wish to enter into this Agreement to document the funding by the County for Mitigation of the Project to be paid to the SRMA.

NOW, THEREFORE, County and SRMA do hereby agree as follows:

AGREEMENT

Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

Payment. County shall pay THREE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED FIFTY AND NO/100’S DOLLARS (\$383,350.00) to SRMA within ten (10) days of execution of this Agreement (“Payment”).

Mitigation. In consideration of the Payment, SRMA agrees to expend the Payment for permittee responsible mitigation and additional mitigation, in partial fulfillment of Sections 3.1.2, 3.5, 3.6, 3.7 and 3.8 of the Streambed Alteration Agreement, as described in Recital E, above. SRMA shall provide evidence of receipt of the Payment to the CDFW within five (5) days of such receipt.

Mitigation Responsibility: The Parties explicitly agree that any mitigation for activities of County not covered by this Agreement, including but not limited to, any requirements set forth in the Streambed Alteration Agreement that are not specifically agreed to be conducted by SRMA under this Agreement, or any regulatory permit for the Project issued to County other than the Streambed Alteration Agreement, or changes in mitigation related to the Project, remain solely and entirely the responsibility of the County. The County agrees that SRMA shall not be responsible to conduct services except for those outlined in the Agreement, even if the CDFW and/or any other regulatory agency later modify their respective mitigation requirements.

Term. This Agreement is considered to be fulfilled and completed by County upon SRMA’s receipt of the Payment.

Notices. As used in this Agreement, notice includes, but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

To SRMA at:

Shelli Lamb, Chief Executive Officer
4500 Glenwood Drive
Riverside, CA 92501-3042
Telephone: (909) 499-4904
Facsimile: (951) 683-3814

To County at:

Patricia Romo
Director of Transportation
Riverside County Transportation Department
3525 14th Street
Riverside, California 92501
Telephone: 951-955-6740

Any party may change the address to which such notices or other communications may be sent by giving the other Parties written notice of such change.

Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the Parties thereto.

Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

Attorneys' Fees. The Parties shall bear their own attorney's fees and costs.

Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned nor transferred by either Party without the prior mutual written consent of the Parties.

No Waiver. Failure of the SRMA to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Indemnification. The County shall have no obligation whatsoever by reason of the Payment to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Mitigation contemplated within this Agreement. SRMA shall indemnify and hold harmless the County of Riverside, its respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever based or asserted upon the Payment to the SRMA or the Mitigation contemplated as part of the Agreement. This includes, but is not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance under this Agreement of SRMA, its officers, employees, subcontractors, agents, or representatives.

SIGNATURE PAGE OF THE FUNDING AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AND THE SOUTHWEST RESOURCE MANAGEMENT ASSOCIATION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

SRMA

COUNTY OF RIVERSIDE



Roy Takeno
Chair of the Board of Directors
Southwest Resource Management Association



V. MANUEL PEREZ
Board of Supervisors Chairman

FORM APPROVED COUNTY COUNSEL

BY:  4/22/20
AARON C. GETTIS DATE

ATTEST:

KECIA R. HARPER, Clerk

By 
DEPUTY

EXHIBIT A



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



March 20, 2020
Sent via email

Mary Zambon
Riverside County Transportation Department
3525 14th Street
Riverside, CA 92501
E-mail: mzambon@RIVCO.org

**Amendment of Lake or Streambed Alteration, Notification No. 1600-2019-0059-R6,
Hamner Avenue Bridge Replacement Project**

Dear Ms. Zambon:

The California Department of Fish and Wildlife (CDFW) has received your request to amend Lake or Streambed Alteration Agreement No. 1600-2019-0059-R6 (Agreement) and the required fee in the amount of \$457.25 for a minor amendment. Your request to amend the Agreement includes revisions to the Compensatory Measures.

CDFW hereby agrees to amend the agreement with the following amended conditions (language removed is shown in ~~red with a strikethrough~~, language added is shown in ***bold, italicized*** text):

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 measure listed below.

3.1 Habitat Re-establishment and/or Rehabilitation.

3.1.1 Option 1: Habitat Re-establishment and/or Rehabilitation – Offsite (Mitigation Bank)

To compensate for permanent impacts to 1.01 acres and temporary impacts to 5.39 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall purchase no less than 1.08 acres of streambed and riparian habitat re-establishment and/or rehabilitation credits, and 3.44 acres of streambed and riparian habitat enhancement credits through a CDFW-approved mitigation bank (Table 1). Mitigation credits shall be purchased, and receipt provided to CDFW, prior to the initiation of Project activities, including staging and site preparation.

3.1.2 Option 2: Habitat Re-establishment and/or Rehabilitation – Offsite

(Permittee Responsible Mitigation). Permittee or CDFW-approved entity shall rehabilitate a total of 1.048 acres of streambed and riparian habitat and enhance 3.44 acres of streambed and riparian habitat within an CDFW-approved site within the Santa Ana watershed (termed herein as 'Mitigation Area'). Habitat "re-establishment" or "rehabilitation" shall include removal of nonnative plant species, trash, and debris; and where appropriate include erosion control and minor grading, installation of temporary irrigation, and the installation of riparian and riparian-upland transitional plant species. Permittee shall prepare, or fund the preparation of, a Habitat Mitigation and Monitoring Plan (Measure 3.5) and a Long-Term Management Plan (Measure 3.7) designed to sustain or surpass the habitat quality of the mitigation site in perpetuity. Permittee shall also establish long-term management funding; ~~conservation easement~~ (Measures ~~3.1.5 and 3.1.6~~), ~~and financial assurances (Measure 4)~~.

- 3.1.3 Prior to any ground disturbing activities, a Property Analysis Record (PAR), or substantially equivalent analysis, shall be conducted or paid for by the Permittee and reviewed and approved by CDFW in coordination with the CDFW-approved conservation entity to determine the management needs and costs described above, which then will be used to calculate the amount of capital needed for the management fund. This management fund shall be held and managed by an entity approved by CDFW.
- 3.1.4 **Within 30 days of signing this Agreement**, the Permittee shall identify and engage a CDFW-approved conservation entity to manage the Mitigation Area.
- ~~3.1.5 Permittee shall place a conservation easement, with language approved by CDFW, over the Mitigation Area(s) to protect fish and wildlife resources in perpetuity. The conservation easement shall be in favor of a CDFW-approved conservation entity and shall be recorded within twelve (12) months following signature to this Agreement. Permittee shall be responsible for all costs in recording and funding the conservation easement, including long-term management costs.~~
- 3.1.6 Funding of the long-term management endowment fund shall be provided by the Permittee to the CDFW-approved conservation entity ~~at the same time as the recordation of the conservation easement~~ **prior to initiation of project activities**. The long-term management endowment fund shall consist of an interest-bearing account with the amount of capital necessary to generate sufficient interest and/or income to fund all monitoring, management, and protection of the mitigation lands, including, but not limited to, reasonable administrative overhead, biological monitoring, improvements to carrying capacity, invasive species and trash removal,

fencing and signage replacement and repair, law enforcement measures, and other actions designed to maintain and improve the habitat of the mitigation lands, in perpetuity.

~~3.4 Letter of Credit. If Permittee Responsible Mitigation is used (Option 2), a Letter of Credit in a form acceptable to CDFW (LOC), or other form of security approved by CDFW, for the amount of all mitigation measures pursuant to this Agreement shall be submitted to CDFW prior to initiation of Project activities, including site preparation and staging. This amount of the LOC shall be based on the PAR analysis in Measure 3.1.3.~~

~~3.4.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval prior to execution. The LOC shall not be executed without CDFW's prior approval.~~

~~3.4.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days prior to the expiration date.~~

~~3.4.3 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.~~

3.5 Habitat Mitigation and Monitoring Plan (Permittee Responsible Mitigation). If a Permittee Responsible Mitigation is used; a Habitat Mitigation and Monitoring Plan (HMMP), prepared by a biologist familiar with restoration of native plants, shall be submitted to CDFW for review and written approval prior to initiation of Project activities. This plan shall include plantings of both overstory and understory vegetation. The plan shall include the tree species being removed from the Project site. The plan shall also include a description of the proposed numbers, container sizes, and planting location, by species, the proposed monitoring activities (e.g., locations, techniques, scheduling), maintenance operations with particular emphasis on watering methods and schedules; and any/all other references to revegetation and restoration activities specified by this Agreement. All procedures shall be approved by CDFW in writing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover and growth of plants) shall be conducted in ~~May and September~~ **late spring/summer**.

3.6 Mitigation Documentation Requirements. ~~Within 30 days of executing this Agreement~~ **Prior to initiation of project activities**, if offsite permittee responsible mitigation is chosen, Permittee shall provide CDFW with the following for the proposed mitigation site: Preliminary Title Report, ~~Phase One Environmental Site Assessment Report~~ **Proof of Transfer of Funds to CDFW-approved**

Mary Zambon
March 20, 2020
Page 4 of 4

conservation entity, Mitigation Plan, and any required technical reports (e.g., jurisdictional delineation, hydrology studies, ~~mineral risk assessment~~) for sites proposed for preservation, creation, restoration, and/or enhancement activities. Prior to initiation of Project activities, Permittee shall obtain approval of the proposed mitigation site(s) from CDFW.

3.10 **Right to Deny.** CDFW has the right to deny the proposed mitigation site/~~conservation easement~~ if, on review of the preliminary title report, ~~Phase One Environmental Assessment, or mineral risk assessment~~ CDFW determines the site(s) do not have suitable conservation value.

All other conditions in the Agreement remain in effect unless otherwise noted herein.

Please sign and return one copy of this letter to acknowledge the amendment. Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

Sincerely,



Scott Wilson
Environmental Program Manager

ec: California Department of Fish and Wildlife

Eric Chan, Environmental Scientist
Chron

ACKNOWLEDGEMENT

I hereby agree to the above-referenced amendment.

Print Name: Mary Zambon

Date: 3/23/2020

Signature: Mary Zambon

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CA 91764



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2019-0059-R6

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
HAMNER AVENUE BRIDGE REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Riverside County Transportation Department (Permittee) or as represented by Mary Zambon.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on February 25, 2019 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and measures, 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 Hamner Avenue Bridge Replacement Project (Project) is located within the Santa Ana River, a tributary to the Pacific Ocean, along Hamner Avenue, in the County of Riverside, State of California; Latitude 33.947014°, Longitude - 117.558458°. The Project is located in the City of Norco, south of the intersection of Citrus Street and Hamner Avenue, north of the intersection of Detroit Street and Hamner Avenue, on the U.S. Geological Survey (USGS) Corona North 7.5 minute series quadrangle topographic map; Assessor's Parcel Number(s) (152050040, 131101010, 131101003, 130100010, 130100018, 152050051, 152070017, 152070015, 131020017, 131101009, 130121016, 131030031, 131020019, 152070002).

PROJECT DESCRIPTION

The Project is limited to the replacement of Hamner Avenue Bridge along a 0.7-mile segment of Hamner Avenue (Exhibit A). The new bridge will be 101 feet wide, 1,200 feet long, and 32–40 feet high. It will include three, 12-foot lanes and a 4-foot shoulder

in each direction (northbound and southbound) that will be separated by a 4-foot curbed median. Two abutments and six bents, with each bent consisting of three 7-foot diameter columns supported on single 8-foot diameter pile, will be constructed to support the new Hamner Avenue Bridge. A 12-foot, barrier-separated, multipurpose trail will be constructed on the east side of the bridge. A trail ramp will be constructed at the northeast and southeast ends of the bridge that will connect the planned Regional Santa Ana River Trail to the barrier-separated multipurpose trail on the new Hamner Avenue Bridge.

Bridge construction will require a temporary construction access path across the Santa Ana River, to provide a platform for the movement of construction equipment across the river and to place the falsework framing on. The access path would span the river from bank to bank and it is anticipated that temporary piles will need to be installed within the active channel for the support of falsework framing. In order to create the construction access area across the river, a flow diversion will be placed in the temporary limit of disturbance in the river funneling flow from upstream of the bridge through an estimated four temporary pipe culverts (likely 6-8 feet in diameter) to be placed under the existing and new bridge with flow being discharged approximately 100 feet downstream of the existing bridge crossing (i.e., the downstream temporary limit of disturbance). Rock Slope Protection (RSP) will be placed on the upstream and downstream work area limits to prevent backflow. The entire area between the RSP barriers up and downstream of the bridge will be temporarily filled with earth on top of a geotextile filter fabric. This area will provide for the construction access path and falsework needed to construct the bridge. Upon completion of the bridge construction, the earthen fill, geotextile filter fabric, temporary pipe culverts, and diversions will be removed from the river. The area will be returned to pre-project contours and the natural flow reestablished. Project activities related to the bridge expansions will include relocating utilities, constructing retaining walls, installing rock slope protection on the northern abutment, vegetation removal, streambed contouring, pile driving, installation of false work, limited demolition, and dewatering and diverting the stream.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: AMPHIBIANS: Coast Range Newt (*Taricha toros torosa*), Pacific Treefrog (*Pseudacris regilla*), Western Spadefoot (*Scaphiopus hammondi*); BIRDS- Allen's Hummingbird (*Selasphorus sasin*), American Coot (*Fulica americana*), American Goldfinch (*Carduelis tristis*), American Kestrel (*Falco sparverius*), American Robin (*Turdus migratorius*), Anna's Hummingbird (*Calypte anna*), Ash-throated Flycatcher (*Myiarchus cinerascens*), Barn Owl (*Tyto alba*), Barn Swallow (*Hirundo rustica*), Bell's Sage Sparrow (*Artemisiospiza belli belli*), Bewick's Wren (*Thryomanes bewickii*), Black Phoebe (*Sayornis nigricans*), Black-chinned Hummingbird (*Archilochus alexander*), Black-crowned Night-Heron (*Nycticorax nycticorax*), Black-headed Grosbeak (*Pheucticus melanocephalus*), Black-necked Stilt (*Himantopus mexicanus*), Blue Grosbeak (*Passerina caerulea*), Blue-gray Gnatcatcher (*Polioptila caerulea*), Brewer's Blackbird

(*Euphagus cyanocephalus*), Bullock's Oriole (*Icterus bullockii*), Burrowing Owl (*Athene cunicularia*), Bushtit (*Psaltriparus minimus*), California Gull (*Larus californicus*), California Quail (*Callipepla California*), California Thrasher (*Toxostoma redivivum*), California Towhee (*Melospiza crissalis*), Cassin's Kingbird (*Tyrannus vociferans*), Cattle Egret (*Bubulcus ibis*), Chipping Sparrow (*Spizella passerina*), Cliff Swallow (*Petrochelidon pyrrhonota*), Coastal California gnatcatcher (*Polioptila californica californica*), Common Moorhen (*Gallinula chloropus*), Common Yellowthroat (*Geothlypis trichas*), Cooper's Hawk (*Accipiter cooperii*), Costa's Hummingbird (*Calypte costae*), Dark-eyed Junco (*Junco hyemalis*), Double-breasted Cormorant (*Phalacrocorax auritus*), Downy Woodpecker (*Picoides pubescens*), Gadwall (*Anas strepera*), Grasshopper Sparrow (*Ammodramus savannarum*), Great Blue Heron (*Ardea herodias*), Great Egret (*Ardea alba*), Greater Roadrunner (*Geococcyx californianus*), Great Horned Owl (*Bubo virginianus*), Great-tailed Grackle (*Quiscalus mexicanus*), Green Heron (*Butorides virescens*), Hooded Oriole (*Icterus cucullatus*), Horned Lark (*Eremophila alpestris*), House Finch (*Haemorhous mexicanus*), House Wren (*Troglodytes aedon*), Hutton's Vireo (*Vireo huttoni*), Killdeer (*Charadrius vociferous*), Lark Sparrow (*Chondestes grammacus*), Lawrence's Goldfinch (*Carduelis lawrencei*), Lazuli Bunting (*Passerina amoena*), Least Bell's Vireo (*Vireo bellii pusillus*), Lesser Goldfinch (*Carduelis psaltria*), Lincoln's Sparrow (*Melospiza lincolni*), Long-eared Owl (*Asio otus*), Mallard (*Anas platyrhynchos*), Marsh Wren (*Cistothorus palustris*), Northern Flicker (*Colaptes auratus*), Northern Mockingbird (*Mimus polyglottos*), Northern Rough-winged Swallow (*Steliopteryx serripennis*), Nuttall's Woodpecker (*Picoides nuttallii*), Pacific-slope Flycatcher (*Empidonax difficilis*), Phainopepla (*Phainopepla nitens*), Oak Titmouse (*Baeolophus inornatus*), Orange-crowned Warbler (*Oreothypis celata*), Pied-billed Grebe (*Podilymbus podiceps*), Red-shouldered Hawk (*Buteo lineatus*), Red-tailed Hawk (*Buteo jamaicensis*), Red-winged Blackbird (*Agelaius phoeniceus*), Rose-breasted Grosbeak (*Pheucticus ludovicianus*), Rufous Hummingbird (*Selasphorus rufus*), Savannah Sparrow (*Passerculus sandwichensis*), Say's Phoebe (*Sayornis saya*), Snowy Egret (*Egretta thula*), Song Sparrow (*Melospiza melodia*), Sora (*Porzana carolina*), Southern California Rufous-crowned Sparrow (*Aimophila ruficeps canescens*), Southwestern Willow Flycatcher (*Empidonax traillii extimus*), Spotted Sandpiper (*Actitis macularius*), Spotted Towhee (*Pipilo maculatus*), Swainson's Thrush (*Catharus ustulatus*), Townsend's Warbler (*Setophaga townsendi*), Tree Swallow (*Tachycineta bicolor*), Turkey Vulture (*Cathartes aura*), Vaux's Swift (*Chaetura vauxi*), Violet-green Swallow (*Tachycineta thalassina*), Warbling Vireo (*Vireo gilvus*), Western Bluebird (*Sialia mexicana*), Western Kingbird (*Tyrannus verticalis*), Western Meadowlark (*Sturnella neglecta*), Western Scrub-jay (*Aphelocoma californica*), Western Tanager (*Piranga ludoviciana*), Western Wood-Pewee (*Contopus sordidulus*), White-crowned Sparrow (*Zonotrichia leucophrys*), White-faced Ibis (*Plegadis chihi*), White-throated Swift (*Aeronautes saxatilis*), Wilson's Warbler (*Cardellina pusilla*), Wrentit (*Chamaea fasciata*), Yellow-rumped Warbler (*Setophaga coronata*), Yellow Warbler (*Setophaga petechia*), Yellow-breasted Chat (*Icteria virens*); FISH- Arroyo Chub (*Gila orcuttii*), Santa Ana Sucker (*Catostomus santaanae*); MAMMALS- Big Free-tailed Bat (*Nyctinomops macrotis*), Bobcat (*Lynx rufus*), California Bonneted Bat (=western mastiff bat, *Eumops perotis californicus*), Dulzura Pocket Mouse (*Chaetodipus californicus*)

femoralis), Jacumba Pocket Mouse (*Perognathus longimembris internationalis*), Pallid Bat (*Antrozous pallidus*), Pocketed Free-tailed Bat (*Nyctinomops [=Tadarida] femorosaccus*), Southern Mule Deer (*Odocoileus hemionus*), Townsend's Big-eared Bat (*Corynorhinus townsendii*), Ramona southern grasshopper mouse (*Onychomys torridus ramona*), San Diego Black-tailed Jackrabbit (*Lepus californicus bennettii*); PLANTS- Arroyo Willow (*Salix lasiolepis*), Black Willow (*Salix gooddingii*), California Croton (*Croton californicus*), Chaparral Sand-Verbena (*Abronia villosa* var. *aurita*), Coyote Bush (*Baccharis pilularis*), Fremont's cottonwood (*Populus fremontii*), Mulefat (*Baccharis salicifolia*) Red Willow (*Salix laevigata*), Sandbar Willow (*Salix exigua*), Santa Ana River Woollystar (*Eriastrum densifolium* ssp. *Sanctorum*), Western Sycamore (*Platanus racemosa*); REPTILES- California Legless Lizard (*Anniella pulchra*), Coast Patch-nosed Snake (*Salvadora hexalepis virgulata*), Coronado Skink (*Eumeces skiltonianus interparietalis*), two-striped garter snake (*Thamnophis hammondi*), Belding's Orange-throated Whiptail (*Aspidoscelis hyperthryra beldingi*), Blainville's Horned Lizard (*Phrynosoma blainvillii*), Coachwhip (*Masticophis flagellum*), Pacific Gopher Snake (*Pituophis melanleucus catenifer*), Red-diamond Rattlesnake (*Crotalus ruber*), Rosy Boa (*Lichanura trivirgata*), Western Black-headed Snake (*Tantilla planiceps*), Western Pond Turtle (*Clemmys marmorata pallida*).

The adverse effects the Project could have on the fish and wildlife resources identified above include: the disturbance to, alteration of, and/or loss of nesting, roosting, and foraging habitat; the reduction or loss of habitat coverage, composition, and distribution; the disturbance to and alteration of wildlife movement corridors; and temporary impacts to water quality. The Project will impact a total of 6.40 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., including 5.84 acres of riparian habitat and 0.56 acre of streambed. Of the 5.84 acres of riparian habitat impacts, 0.36 acre will be permanently lost to bridge/pier structures, 0.65 acre will be completely shaded, resulting in the permanent loss of vegetation, and 5.39 acres will be temporarily impacted as a result of vegetation removal and various ground disturbing activities. Of the 0.56 acre of streambed, 0.09 acre will be permanently lost to bridge/pier structures, while 0.47 acre will be temporarily impacted as a result of dewatering, water diversions, and other ground- and water-disturbing project activities. Total Project impacts of 6.40 acres of streambed are authorized under this Agreement.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Take of Listed Species. The issuance of this Agreement does not authorize the take of any state- or federally-listed threatened, endangered, or fully protected species. Take of any California Endangered Species Act (CESA)-listed species is prohibited except as authorized by state law (Fish and Game Code, §§ 2080 & 2085). Consequently, if a project, including project construction or any project-related activity during the life of the project, results in take of CESA-listed species, the Department recommends that the Project proponent seek appropriate authorization prior to project implementation. This may include an incidental take permit (ITP) or a consistency determination (Fish and Game Code, §§ 2080.1 & 2081).
- 1.6 Dead or Injured Protected Species. Any dead or injured protected species found along roads or in Project areas shall be reported to CDFW **within 24 hours**. The biologist shall report the location, cause of death, species found, and any other relevant information.
- 1.7 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.
- 1.8 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602

resources, or additional operations and maintenance activities not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to 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.

- 2.1 Designated Biologist. At least 60 days prior to commencement of Project activities, including construction or site preparation, Permittee shall submit to CDFW for review and approval the names, qualifications, business addresses, and contact information of any qualified biologists (Designated Biologists) that will be utilized to conduct species/habitat surveys, biological monitoring, or mitigation planning and implementation activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site including least Bell's vireo, Santa Ana sucker, and bats. Permittee shall specify the proposed responsibilities of each Designated Biologist and provide clear evidence that the Designated Biologist is knowledgeable, experienced, and capable of performing those proposed duties.
- 2.2 Authority of Designated Biologists. To ensure compliance with the measures of this Agreement, the Designated Biologists shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they must halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologists shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).
- 2.3 Worker Environmental Awareness Program. Prior to implementing any construction activities on the Project site, the Permittee shall implement a Worker Environmental Awareness Program (WEAP) to educate on-site workers about sensitive environmental issues associated with the Project. The program will be administered to all on-site personnel, including the Permittee's personnel, contractors, and all subcontractors, prior to the employee's commencing work on the site. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project site. The WEAP will include but not be limited to protected species that have potential to occur within the Project site, including burrowing owl, nesting birds, plants, and other wildlife species.

- 2.4 Delineate Work Area Boundary. In consultation with the Designated Biologist, Permittee shall clearly delineate the outer perimeter of the work areas and access routes with appropriate fencing, signage, and/or flagging to prevent damage to adjacent habitats. The delineation materials shall be in place during all periods of operation and all persons employed or otherwise working on the Project site shall be instructed about the restrictions. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.
- 2.5 Environmentally Sensitive Areas. The Designated Biologist shall determine and clearly delineate any necessary avoidance and/or buffer areas with appropriate fencing, signage, and/or flagging. The delineation materials shall be visibly discernable from the 'standard work area boundary' materials and all persons employed or otherwise working on the Project site shall be instructed about the restrictions associated with these environmentally sensitive areas. Permittee shall ensure the delineation materials are monitored daily, and maintained, repaired, or replaced immediately if the materials are damaged, lost, stolen, or become ineffective in any way. The Designated Biologist(s) shall ensure the delineation materials do not create a barrier to wildlife movement and will not pose a risk to wildlife safety.
- 2.6 Aquatic Species Protection Plan. **No less than 60 days prior to the initiation of Project activities**, Permittee shall submit to CDFW for review and approval an Aquatic Species Protection Plan (ASPP). The ASPP shall be prepared and implemented by a qualified, CDFW-approved Designated Biologist, and shall include, but not be limited to: 1) a description of all Project activities requiring work within and adjacent to the wetted portion of the channels; 2) specific aquatic species avoidance and minimization measures, including, but not limited to: (a) ongoing presence of a qualified Designated Biologist, (b) completion of presence/absence surveys, (c) potential capture and relocation methodologies, and (d) ongoing Project monitoring, including (i) species presence and locations, (ii) water quality issues, (iii) possible entrainment, (iv) barriers to movement, and (v) construction-related noise; 3) design plans for dewatering/diversions, including (a) the type of diversions anticipated, (b) methods used to dewater areas or install diversions, (c) materials used, (d) locations of dewatering/diversions, and (c), timing and duration; and 4) a detailed plan for reporting, including (a) timelines, milestones (e.g. weekly reports, monitoring logs, etc.), and methods for reporting, (b) special-circumstances (e.g. change in condition, implementation of species-specific minimization measures, potential adverse effect to wildlife, etc.) in which reporting must occur, and (c) the mechanism by which reports, and other communications will be made.

- 2.7. Bat Surveys. Prior to commencement of Project activities addressed by this Agreement, a CDFW-approved bat biologist will conduct an additional nighttime survey during the summer months (i.e., June-August) at the Hamner Ave Bridge over the Santa Ana River in order to determine the numbers and bat species that may occur at this location. This information will be used to determine species-specific measures to minimize impacts to maternity-roosting bats. The survey will be conducted using an appropriate combination of structure inspection, sampling, exit counts, and acoustic surveys. If maternity colonies are found using the Hamner Ave Bridge, the biologist shall identify the bats to species level and evaluate the colony to determine its size and significance. The bat survey shall include: 1) the exact location of all maternity sites (location shall be adequately described and drawn on a map); 2) the number of bats present at the time of visit (count or estimate); 3) each species of bat present shall be named (include how the species was identified); and 4) the location, amount, and distribution of all bat guano shall be described and pinpointed on a map. **The results of the pre-construction bat surveys shall be submitted to CDFW for review.**

If the presence of a maternity colony at the Hamner Ave Bridge over the Santa Ana River is confirmed during the maternity season survey and activities involving combustion engines and/or night lighting are deemed necessary during the recognized bat maternity season (April 1 through August 31 for the bat species likely to be roosting with the Hamner Ave Bridge), avoidance and minimization measures including the designation of buffers shall be developed and submitted to CDFW for review and approval (see Measure 2.8 below). This Agreement does not authorize the take of adult or juvenile bats.

- 2.8. Bat Protection Plan. Permittee shall comply with the following bat protection measures for bat roosts at the Hamner Ave Bridge over the Santa Ana River and potentially for maternity colonies, if maternity colonies are detected during the pre-construction survey required in Measure 2.7. All contractors, subcontractors, and employees shall also comply with these measures and it shall be the responsibility of Permittee to ensure compliance:

Permittee shall submit to CDFW for review and approval a Bat Avoidance, Monitoring, and Protection Plan (BAMPP). The BAMPP shall be prepared after the pre-construction nighttime survey at the Hamner Ave Bridge required in Measure 2.7 so the information gathered during that survey can be used to inform the development of measures. The BAMPP will include Project-specific avoidance and minimization measures to ensure that impacts to bats do not occur. The BAMPP shall be created in coordination with, and be implemented by, the CDFW-approved bat biologist. The BAMPP shall include, at a minimum: monitoring protocols; survey timing and duration; procedures and frequency of direct reporting to CDFW; and Project-specific avoidance and minimization measures that consider, but are not necessarily limited to: Project phasing and timing; installation and monitoring of exclusionary materials, where and when appropriate; monitoring of project-related

noise, vibration, and lighting; and installation of buffers. The BAMPP shall also ensure the following:

- 2.8.1 The use of gasoline or diesel engines beneath any bridges containing bats will be minimized to the greatest extent practicable, and the storage or operation of gasoline or diesel engines directly beneath roost features (e.g., hinges containing bat roosting habitat) will be avoided.
- 2.8.2 All night work (dusk until dawn) in the vicinity (up to a 200-foot buffer) of any structure used by bats for roosting shall have concurrence from CDFW and the CDFW-approved bat biologist prior to any work or scheduling of any work between April 1 through August 31, or as described in the BAMPP. To assist in obtaining CDFW concurrence for night work, the following measures are recommended for inclusion in the BAMPP.
 - During nighttime work for Project construction within 200 feet of the bridge structures, night lighting shall be used only in the area actively being worked on and focused on the direct area of work.
 - During nighttime work, airspace access to and from the roost features of a structure shall not be obstructed except in direct work areas.
- 2.8.3 The dimensions of existing bat roosting features (e.g., hinges and expansion joints) will remain the same before and after construction so there is no net loss of bat roosting habitat. If construction plans change and potential direct impacts to bat roosting habitat in bridge hinges and/or expansion joints or other suitable roost features are anticipated, Permittee shall notify CDFW prior to initiation of construction activities so that appropriate avoidance and minimization measures (e.g., humane eviction/exclusion, and provision of alternate bat-roosting habitat) can be developed and implemented to minimize impacts to maternity colonies and to avoid take of bats.
- 2.8.4 To avoid disturbance of maternity-roosting bats during project-related activities at the Hamner Ave Bridge, work activities within a predetermined buffer distance of the maternity roost sites will avoid the recognized bat maternity season (April 1 through August 31) unless concurrence otherwise has been received from the CDFW. The buffer distance will be determined by a CDFW-approved bat biologist and will be based upon what bat species are found to comprise the maternity colony, because different bat species are known to have different tolerance levels for certain construction activities.
- 2.8.5 Vegetation removal around structures shall be minimized to the fullest

extent practicable.

- 2.8.6 If any previously undiscovered roosting bats are discovered during construction activities all work shall stop on, under, around, or within an appropriate buffer as determined by the CDFW-approved bat biologist:
- 2.8.7 To avoid potential impacts to day-roosting bats in the swallow mud nests at the Hamner Ave Bridge over the Santa Ana River, if swallow nests are removed to prevent swallows from nesting within the Project area during construction activities then nests should be removed in the fall (September or October), prior to expected or potential overwintering use by bats, and in a manner that ensures they do not fall to the ground unless the absence of bats is confirmed through inspection by a qualified biologist. If mud nests must be removed outside of the fall, the CDFW-approved bat biologist will directly inspect mud nests for bird or bat activity prior to removal to ensure there are no impacts to bats or nesting birds.
- 2.8.8 To reduce potential impacts to special-status tree-roosting bats to the greatest extent feasible the following measures shall be included in the BAMPP:
- The removal of mature trees and snags shall be minimized to the greatest extent practicable. Mature trees and snags to be removed as part of the Project shall be more closely evaluated by the CDFW-approved bat biologist for their potential to support maternity colonies of bats. Trees that are identified as suitable bat roost sites shall be removed using a two-step process that occurs over a 2-day period. On Day 1, branches and limbs that do not contain crevices or cavities shall be removed using hand tools or chainsaws. The goal is to create a disturbance sufficient to cause any bats roosting in the tree to leave that night and not return, but not at a level of intensity that will cause bats to fly out of the tree during the disturbance itself (i.e., during the daytime, when leaving the roost will likely result in predation). On Day 2, the remainder of the tree may be removed.
 - If trimming or removal of mature trees and snags is necessary for Project construction, then tree trimming/removal activities shall be performed outside of the bat maternity season (typically April 1 through August 31), to avoid direct impacts to nonvolant (flightless) young that may roost in trees within the study area. This period also coincides with bird nesting season (typically February 15 through September 1).
 - If trimming or removal of trees during the bat maternity season (April 1 through August 31) cannot be avoided, all mature trees to be removed that have also been identified as containing suitable bat-roosting habitat

will be surveyed at dusk using out-flight emergence surveys within one week prior to removal. Any trees confirmed during those surveys as housing bat maternity colonies and/or special-status bat species will be avoided until the end of the maternity season.

- 2.9 **Nesting Bird Plan.** No less than 30 days prior to commencement of Project activities, Permittee shall submit to CDFW for review and approval a final Nesting Bird Plan (NBP) that includes Project-specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the Project complies with all applicable laws related to nesting birds and birds of prey. The NBP shall include, at a minimum: monitoring protocols; survey timing and duration; and Project-specific avoidance and minimization measures. Please note, surveys should be completed by the Designated Biologist(s) within the Project site, and within a biologically defensible buffer distance surrounding the Project site, for both diurnal and nocturnal nesting birds, prior to commencing Project activities, including construction and site preparation. Surveys should be conducted at the appropriate time(s) of day, no more than three business days prior to commencement of Project activities. The NBP shall also incorporate appropriate avoidance and minimization measures including, but not limited to: Project phasing and timing, monitoring of Project-related noise, sound walls, and buffers.
- 2.10 **Biological Monitoring.** The Designated Biologist(s) shall be onsite daily, while Project activities are occurring and shall be responsible for monitoring all Project activity that have the potential to impact Fish and Game Code section 1602 resources, including streams, associated vegetation/habitat, and wildlife. The Designated Biologist(s) shall ensure that all avoidance and minimization measures are implemented and maintained, including, but not limited to: determining and delineating appropriate avoidance and buffer areas, maintaining delineated access routes and work areas, monitoring for the presence of, and potential impacts to, special-status species, and maintaining/repairing/replacing any exclusionary fencing and trench/excavation covers. Upon CDFW approval, monitoring can be adjusted to a frequency deemed adequate by the Designated Biologist in consultation with CDFW (e.g. when construction work is routine, not occurring, or when activities are limited and no impacts to sensitive areas or species will occur).
- 2.11 **Best Management Practices.** Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants during Project activities. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-

welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. Permittee shall ensure BMPs do not pose a barrier to wildlife movement and shall be installed to allow for the safe passage of wildlife movement, particularly of less vagile species (such as small mammals and reptiles), out of the Project area. Long, continuous lengths of silt-fencing or other BMP materials installed without gaps can create a barrier to wildlife movement, trapping wildlife within the Project area. Areas of safe passage can be easily accommodated by leaving small gaps between parallel and overlapping lengths of BMPs.

- 2.12 Movement of Terrestrial Species. To the greatest extent practical, any newly constructed structure including but not limited to temporary and permanent fencing, shall be designed, constructed, and maintained such that it does not constitute a barrier to movement of wildlife unless intended to be wildlife exclusionary fencing. This includes but is not limited to the ingress and egress of wildlife across, under, over, and around structures. If any aspect of the proposed Project results in a long-term reduction of wildlife movement, the Permittee shall be responsible for all future activities and expenditures necessary, as determined by CDFW, to secure passage of wildlife across, under, over, and around the structure.
- 2.13 Vehicle and Equipment Treatment Plan. **No later than 30 days prior to the initiation of Project activities,** Permittee shall provide to CDFW, a Vehicle and Equipment Treatment Plan (VETP) focused on preventing the introduction or transfer of nonnative and invasive plant species into and out of the Project sites. The VETP shall include relevant inspection practices; cleaning and/or treatment procedures; a list of the vehicles, tools, and other Project-related equipment receiving regular inspections, cleaning, and/or treatments; timing and frequency of the inspections, cleanings, and/or treatments; and any other best management practices regularly implemented to prevent the introduction of nonnative and invasive species.
- 2.14 Trash Abatement and Refuse Removal. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at the end of each work day to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs. Upon completion of Project activities within each Project location, Permittee shall remove and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.
- 2.15 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.15.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm

flows.

- 2.15.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.15.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from Project-related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.15.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.15.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.16 Turbidity and Siltation. All equipment that enters the streambed or habitat associated with the stream shall be clean and dry. Upon CDFW 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 CDFW-approved control devices are installed, or abatement procedures are initiated.
- 2.17 Emergency Spill Response Plan Required. Permittee shall submit to CDFW an Emergency Spill Response Plan prior to the start of ground disturbance. The plan shall identify the actions that shall be taken in the event of a spill of petroleum products, or other material harmful to aquatic or plant life, and the identification and uses of emergency response materials.
- 2.18 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately

initiate the cleanup activities. CDFW shall also be notified by the Permittee and consulted regarding clean-up procedures.

- 2.19 Disposal of Vegetation. Following any vegetation clearing/removal activities, Permittee shall immediately chip woody debris to pieces 1-inch in diameter or less and dispose of the materials using one of the following methods: a) solarize with clear tarp, b) compost at a commercial facility, c) burn at a biogeneration facility, or d) send to a landfill (can be used as Alternative Daily Coverage). If polyphagous shot hole borer is present or detected on the Project site, then handling procedures for plant material infested with polyphagous shot hole borer should be followed, procedures found at <https://ucanr.edu/sites/pshb/id-mgmt/disposal/>.
- 2.20 Excavated Areas. At the end of each work day, Permittee shall, with the oversight of the Designated Biologist or trained construction management environmental staff, secure any open trench or excavated area such that animals are unable to enter and become entrapped. The excavated areas must be secured using appropriate site- and species-specific methods, such as, placing plywood or other barrier materials over the excavated area, placing an escape ramp of suitable material and at an angle no greater than 30 degree at each end of the open trench/excavated area, or installing temporary fencing around the perimeter of trenches or holes.

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 measure listed below.

3.1 Habitat Re-establishment and/or Rehabilitation.

3.1.1 Option 1: Habitat Re-establishment and/or Rehabilitation – Offsite (Mitigation Bank)

To compensate for permanent impacts to 1.01 acres and temporary impacts to 5.39 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall purchase no less than 1.08 acres of streambed and riparian habitat re-establishment and/or rehabilitation credits, and 3.44 acres of streambed and riparian habitat enhancement credits through a CDFW-approved mitigation bank (Table 1). Mitigation credits shall be purchased, and receipt provided to CDFW, prior to the initiation of Project activities, including staging and site preparation.

3.1.2 Option 2: Habitat Re-establishment and/or Rehabilitation – Offsite (Permittee Responsible Mitigation). Permittee or CDFW-approved entity shall rehabilitate a total of 1.01 acres of streambed and riparian habitat and enhance 3.44 acres of streambed and riparian habitat within an CDFW-approved site within the Santa Ana watershed (termed herein as 'Mitigation

Area'). Habitat "re-establishment" or "rehabilitation" shall include removal of nonnative plant species, trash, and debris; and where appropriate include erosion control and minor grading, installation of temporary irrigation, and the installation of riparian and riparian-upland transitional plant species. Permittee shall prepare, or fund the preparation of, a Habitat Mitigation and Monitoring Plan (Measure 3.5) and a Long-Term Management Plan (Measure 3.7) designed to sustain or surpass the habitat quality of the mitigation site in perpetuity. Permittee shall also establish long-term management funding, conservation easement (Measures 3.1.5 and 3.1.6), and financial assurances (Measure 4).

- 3.1.3 Prior to any ground disturbing activities, a Property Analysis Record (PAR), or substantially equivalent analysis, shall be conducted or paid for by the Permittee and reviewed and approved by CDFW in coordination with the CDFW-approved conservation entity to determine the management needs and costs described above, which then will be used to calculate the amount of capital needed for the management fund. This management fund shall be held and managed by an entity approved by CDFW.
 - 3.1.4 **Within 30 days of signing this Agreement**, the Permittee shall identify and engage a CDFW-approved conservation entity to manage the Mitigation Area.
 - 3.1.5 Permittee shall place a conservation easement, with language approved by CDFW, over the Mitigation Area(s) to protect fish and wildlife resources in perpetuity. The conservation easement shall be in favor of a CDFW-approved conservation entity and shall be recorded **within twelve (12) months following signature to this Agreement**. Permittee shall be responsible for all costs in recording and funding the conservation easement, including long-term management costs.
 - 3.1.6 Funding of the long-term management endowment fund shall be provided by the Permittee to the CDFW-approved conservation entity at the same time as the recordation of the conservation easement. The long-term management endowment fund shall consist of an interest-bearing account with the amount of capital necessary to generate sufficient interest and/or income to fund all monitoring, management, and protection of the mitigation lands, including, but not limited to, reasonable administrative overhead, biological monitoring, improvements to carrying capacity, invasive species and trash removal, fencing and signage replacement and repair, law enforcement measures, and other actions designed to maintain and improve the habitat of the mitigation lands, in perpetuity.
- 3.2 Habitat Re-establishment and/or Rehabilitation – Onsite (Temporary Impacts)
Permittee shall restore all 5.39 acres of temporarily impacted areas immediately

following the completion of Project activities. Restoration activities shall include, but not be limited to: re-contouring of the streambed and banks; de-compacting the soils; installation of seed, cuttings, or container stock; installation of irrigation if deemed necessary; and implementation of ongoing monitoring and maintenance (Table 1). Restoration, maintenance, and monitoring activities shall be defined, in detail, in a Habitat Restoration and Monitoring Plan, as described in Measure 3.9 below. If habitat restoration does not occur within the timelines approved in the CDFW-approved Habitat Restoration and Monitoring Plan, additional mitigation, to offset temporal loss, may be required by CDFW.

Table 1. Project Impacts and Mitigation Strategy

Project Impacts	Impact Amount (acres)	On-site restoration (acres)	Off-site wetland and riparian establishment (acres)	Off-site wetland and riparian enhancement (acres)
Permanent Impacts (Fremont Cottonwood Forrest, Mulefat Scrub, Streambed)	0.36	-	1.08	-
Permanent Impacts from Shading	0.65	-	-	1.30
Temporary Impacts (Fremont Cottonwood Forrest, Mulefat Scrub, Streambed)	5.39	5.39	-	2.14
Total Project Impacts and Required Mitigation	6.40	5.39	1.08	3.44

- 3.3 Record of Purchase. If Option 1 is used, A Record of Purchase in a form acceptable to CDFW of the amount required to purchase mitigation credits at a Mitigation Bank shall be submitted to CDFW prior to initiation of project activities.
- 3.4 Letter of Credit. If Permittee Responsible Mitigation is used (Option 2), a Letter of Credit in a form acceptable to CDFW (LOC), or other form of security approved by CDFW, for the amount of all mitigation measures pursuant to this Agreement shall be submitted to CDFW prior to initiation of Project activities, including site preparation and staging. This amount of the LOC shall be based on the PAR analysis in Measure 3.1.3.
- 3.4.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval prior to execution. The LOC shall not be executed without CDFW's prior approval.
- 3.4.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days

prior to the expiration date.

3.4.3 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

3.5 Habitat Mitigation and Monitoring Plan (Permittee Responsible Mitigation). If a Permittee Responsible Mitigation is used; a Habitat Mitigation and Monitoring Plan (HMMP), prepared by a biologist familiar with restoration of native plants, shall be submitted to CDFW for review and written approval prior to initiation of Project activities. This plan shall include plantings of both overstory and understory vegetation. The plan shall include the tree species being removed from the Project site. The plan shall also include a description of the proposed numbers, container sizes, and planting location, by species, the proposed monitoring activities (e.g., locations, techniques, scheduling), maintenance operations with particular emphasis on watering methods and schedules; and any/all other references to revegetation and restoration activities specified by this Agreement. All procedures shall be approved by CDFW in writing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover and growth of plants) shall be conducted in May and September.

3.5.1 HMMP Success Criteria. The HMMP shall identify the success criteria for the habitats specified above and shall be compared against an appropriate reference site with as good or better quality habitat than the pre-project impact site. The reference site shall be approved by CDFW. The success criteria shall include percent cover (both basal and vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW. Success criteria shall be separated into vegetative layers (tree, shrub, grass, and forb), and each layer shall be compared to the success criteria of the reference site to ensure one species or layer does not disproportionately dominate a site, but instead mimic the conditions of the reference site. The Planting Plan shall have adequate detail regarding the sampling plan so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology. Permittee shall be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures.

3.5.2 Restoration Specialist. The HMMP shall be prepared by persons with expertise in southern California ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.5.3 Local Sources. Plant material for revegetation shall be derived from

cuttings, materials salvaged from disturbed areas, and/or seeds obtained from randomly selected native trees and shrubs occurring locally within the same drainage.

- 3.5.4 Native Plant Nursery. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart rot.
- 3.5.5 Mitigation and Monitoring Reports. Permittee shall have the qualified restoration specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year as outlined in the HMMP, through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least five years and until mitigation success criteria have been met. This report shall include the status and any success trends (i.e., comparison throughout the five years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.
- 3.5.6 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used (unless there is an acceptable justification for leaving the irrigation system in place).
- 3.6 Mitigation Documentation Requirements. **Within 30 days of executing this Agreement**, if offsite permittee responsible mitigation is chosen, Permittee shall provide CDFW with the following for the proposed mitigation site: Preliminary Title Report, Phase One Environmental Site Assessment Report, Mitigation Plan, and any required technical reports (e.g., jurisdictional delineation, hydrology studies, mineral risk assessment) for sites proposed for preservation, creation, restoration, and/or enhancement activities. Prior to initiation of Project activities, Permittee shall obtain approval of the proposed mitigation site(s) from CDFW.
- 3.7 Long Term Management Plan. For Permittee Responsible Mitigation, the Permittee shall prepare or fund the preparation of a Long-Term Management Plan (LTMP) designed to sustain or surpass the habitat quality of the mitigation sites at CDFW sign-off, in perpetuity. At a minimum, the LTMP shall identify: (1) an estimated description of the physical conditions of the mitigation site (at sign-off), including water resources and habitat types, and a map that identifies the location of the site; (2) goals related to sustaining habitat quality, wildlife usage, and overall function of the mitigation site; and (3) management strategies proposed to meet those goals, including a monitoring and maintenance schedule, maintenance of signage and a

list of contingency measures. Permittee should consult with CDFW for LTMP requirements and for an appropriate LTMP template. The Permittee shall be responsible for implementing the LTMP and shall submit a Management Report every five (5) years documenting, at a minimum: (1) management activities completed within the previous five-year term, including: (a) any remedial measures completed, (b) details of non-native species removal including: (i) species removed, (ii) the amount and frequency of removal, and (iii) the techniques used, and (c) enforcement activity necessary; (2) an assessment of overall habitat quality within the mitigation site, including: (a) percent native and non-native vegetation cover, (b) any shifts in habitat type, (c) any loss of habitat cover, (d) any change in water resources, and (e) any new non-native species observed; and (3) an evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures. The Management Report shall include photos documenting the management activities. Permittee shall submit the LTMP, PAR, and draft Agreement between Permittee and entity implementing the LTMP to CDFW for review and approval within one (1) year of final signature of this Agreement.

- 3.8 Property Analysis Record for Long-Term Management of Mitigation Lands. **Within one (1) year of final signature of this Agreement**, the Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure long-term management for the mitigation site subject to this Agreement.
- 3.9 Habitat Mitigation and Monitoring Plan (Onsite Temporary Impacts). **No less than 30 days prior to the initiation of Project activities**, Permittee shall submit to CDFW for review and approval a Habitat Mitigation and Monitoring Plan (HMMP) designed to meet the onsite habitat restoration, maintenance, and monitoring goals identified in Measure 3.2 of this Agreement. At a minimum, the HMMP shall include the following information: (1) a clear description of the restoration activities to be completed, including: (a) recontouring of the streambed and banks, (b) methods for de-compacting soils, (c) a planting plan and plant palette, (d) an irrigation plan; (2) a comprehensive monitoring and maintenance plan, including: (a) a detailed monitoring schedule, (b) a nonnative plant removal plan, including procedures to ensure that nonnative plants are not introduced or allowed to sustain within the restoration area, (c) success standards (e.g. survival, native plant establishment, nonnative cover), (d) locations of permanent photo stations, (e) contingency measures; and (3) graphics and accompanying geographic information system (GIS) shapefiles of the Restoration Areas. Please reference Notification No. 1600-2019-0059-R6.
- 3.10 Right to Deny. CDFW has the right to deny the proposed mitigation site/conservation easement if, on review of the preliminary title report, Phase One Environmental Assessment, or mineral risk assessment CDFW determines the site(s) do not have suitable conservation value.

- 3.11 Mitigation for Unauthorized Impacts. Permittee shall mitigate at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. Mitigation ratio may increase depending on the unauthorized impacts. In the event that additional mitigation is required, the type of mitigation shall be determined by CDFW, and may include creation, restoration, enhancement, and/or preservation.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least **five (5) days prior to initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities**. Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov, Reference # 1600-2019-0059-R6, and cc: Eric.Chan@wildlife.ca.gov.
- 4.2 Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov Reference # 1600-2019-0059-R6, and cc: Eric.Chan@wildlife.ca.gov. If CDFW requests hard copies of any documentation, Permittee shall mail to 3602 Inland Empire Blvd., Suite C-220, Ontario, CA 9764, Attn: Streambed Unit, Reference # 1600-2019-0059-R6.
- 4.3 Final Construction Report. Permittee shall provide a final construction report to CDFW no later than **two weeks after the Project is fully completed** including color photographs of before and after Project-related activities, including the surrounding staging areas. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post-project, post-project photographs, and biological survey notes (including construction monitoring).
- 4.4 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Operator's mitigation, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Operator, interview the Operator's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.
- 4.5 Format of Reports. All reports shall be submitted in electronic versions. The information submitted electronically shall be placed on a compact disc. The electronic files shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the Project area and mitigation area.
- 4.6 List of Designated Biologists. The Permittee shall submit a proposed list of Designated Biologists to CDFW for review 30 days prior to Project Start (see

Measure 2.1). CDFW will provide written response within 18 days of Permittee submittal, unless otherwise agreed to by CDFW in writing (email, letter, fax). The Permittee may utilize any of the Designated Biologists with the appropriate qualifications from the approved list without subsequent approvals from CDFW. The list may be updated at any time by CDFW or the Permittee with the prior approval of CDFW.

- 4.7 Emergency Response Plan. The Permittee shall submit an Emergency Response Plan to CDFW prior to start of ground disturbance as described in Measure 2.17. The plan shall identify the actions that shall be taken in the event of a spill of petroleum products, or other material harmful to aquatic or plant life, and the identification and uses of emergency response materials.

CONTACT INFORMATION

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

To Permittee:

Mary Zambon
Riverside County Transportation Department
3525 14th Street
Riverside, CA 92501
(951) 955-6759 (phone)
mzambon@RIVCO.org

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 9764
Attn: Lake and Streambed Alteration Program – Eric Chan
Notification #1600-2019-0059-R6
Eric.Chan@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers,

employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.*

(threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (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 CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on January 21, 2025, 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- A. Exhibit A. Project Location and Build Plan

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

**FOR RIVERSIDE COUNTY TRANSPORTATION
DEPARTMENT**

Mary Zambon

Mary Zambon
RCTD Environmental Project Manager

1/21/2020

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Scott Wilson

Scott Wilson
Environmental Program Manager

2/5/2020

Date

Prepared by: Eric Chan
Environmental Scientist

Exhibit A

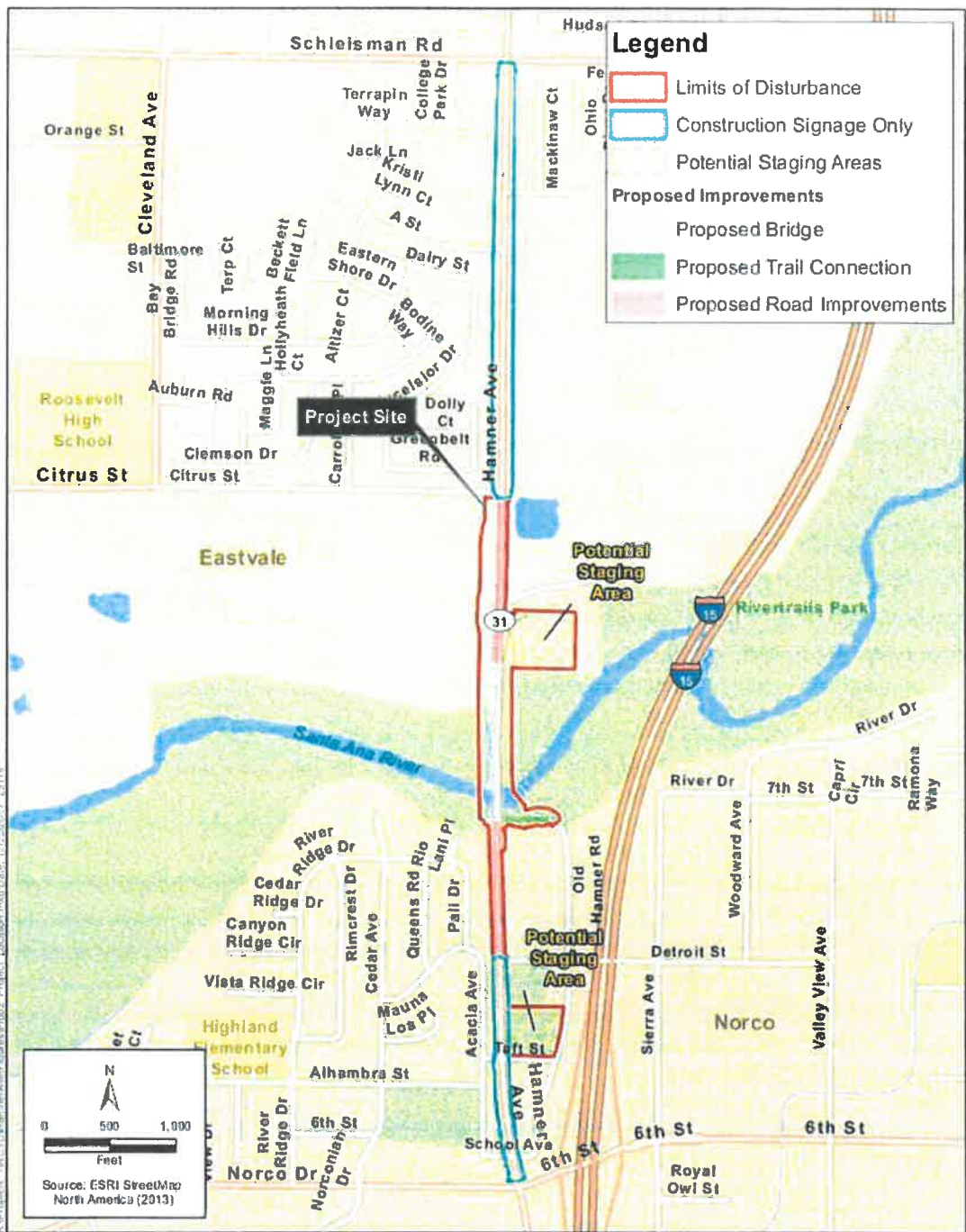


Figure 2
Project Location
Hamner Avenue Bridge Replacement Project

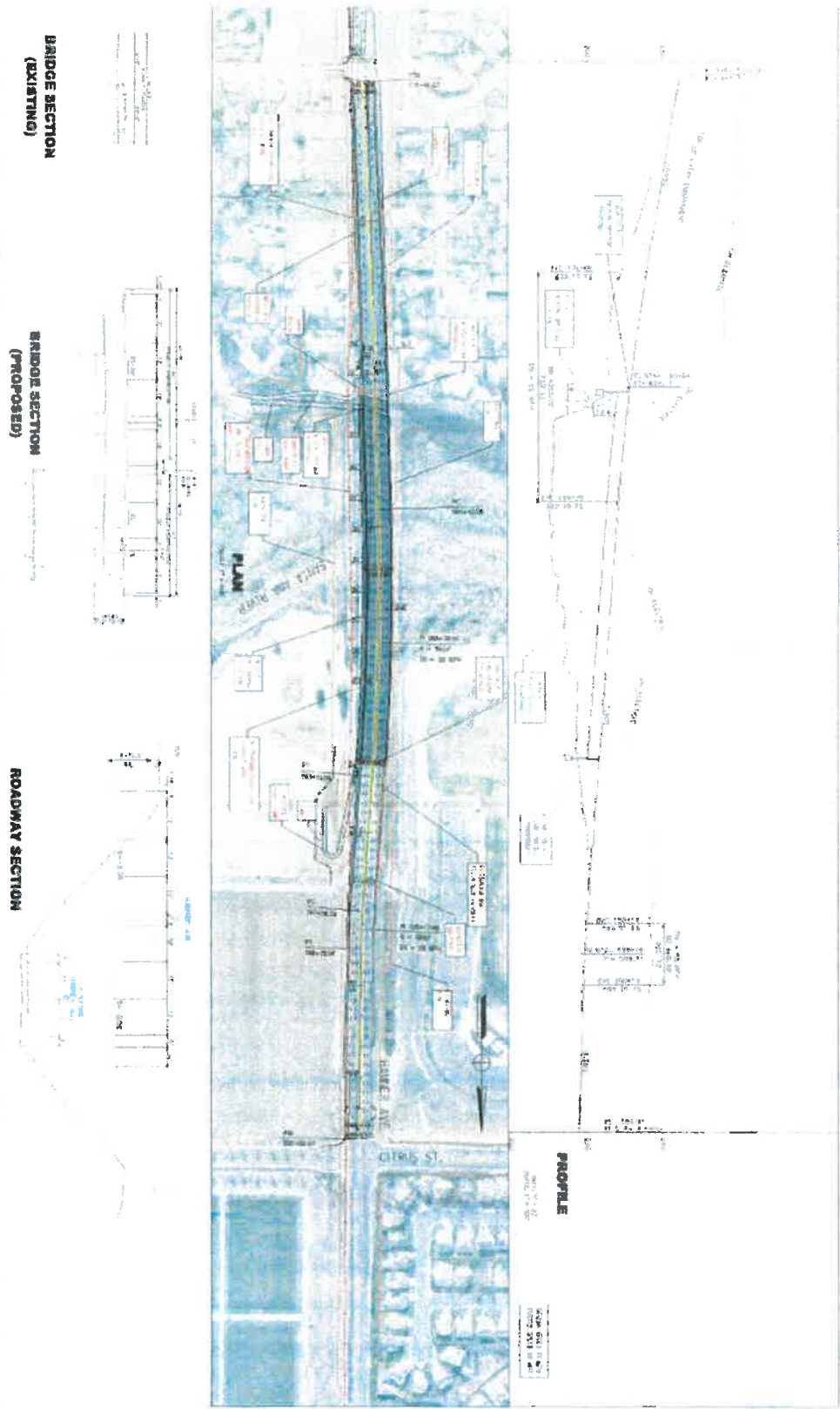


Figure 3
Build Alternative
Hammer Avenue Bridge Replacement Project