

Memorandum

To: **JOHN PIERCE**
Office of Engineering

Date: October 7, 2002
File: EA 234800/080901
11-SD-15

From: **DEPARTMENT OF TRANSPORTATION**
Environmental Stewardship Branch

Subject: Streambed Alteration Agreement #R5-2001-0201

It has come to the attention of the Environmental Stewardship Branch that there is some confusion over the above referenced Streambed Alteration Agreement (SAA).

The SAA was issued on January 16, 2002 to cover the wetland impacts from the construction of the proposed 15/56 Operational Improvements Project under the EA 234800. Subsequently, Lawrence Carr, Project Manager, issued a memo (dated May 13, 2002) phasing in the middle segment of the I-15 Managed Lanes Project and assigning EA 080901 to Stage 1. Please note that the footprints of the two projects overlap at the 15/56 interchange, but have different construction schedules.

Should you have any further questions, please contact me at x6999.

Glady's T. Baird

GLADYS T. BAIRD
Permit Specialist

11-2348
080901

JYS

DEPARTMENT OF FISH AND GAME

South Coast Region
4949 Viewridge Avenue
San Diego, California 92123
(858) 467-4201
FAX (858) 467-4235



Flex
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POWER

January 16, 2002

State of California
Department of Transportation, District 11
Attn: Lawrence Carr
2829 Juan Street
P.O. Box 85406
San Diego, CA 92186-5406

Dear Mr. Carr:

Enclosed is Streambed Alteration Agreement R5-2001-0201 that authorizes work on the Tributaries to Chicarita Creek in San Diego County. This action is authorized under Section 1600 of the Fish and Game Code and has been approved by the California Department of Fish and Game. Pursuant to the requirements of the California Environmental Quality Act (CEQA), the Department filed a Notice of Exemption (NOE) on the project on 1/15/02. Under CEQA regulations, the project has a 35-day statute of limitations on court challenges of the Department's approval under CEQA.

The Department believes that the project fully meets the requirements of the Fish and Game Code and CEQA. However, if court challenges on the NOE are received during the 35-day period, then an additional review or even modification of the project may be required. If no comments are received during the 35-day period, then any subsequent comments need not be responded to. This information is provided to you so that if you choose to undertake the project prior to the close of the 35-day period, you do so with the knowledge that additional actions may be required based on the results of any court challenges that are filed during that period.

Please contact Pam Beare at (858) 467-4229 you have any questions regarding the Streambed Alteration Agreement.

Sincerely,

C.F. Raysbrook
Regional Manager

Enclosure

cc: Pam Beare

CALIFORNIA DEPARTMENT OF FISH AND GAME
4949 Viewridge Avenue
San Diego, California 92123

Notification No. R5-2001-0201
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AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the Department, and Lawrence Carr of the State of California, Department of Transportation, District 11, 2829 Juan Street, P.O. Box 85406, CA 92186-5406, hereinafter called the Operator, is as follows:

WHEREAS, pursuant to Section 1601 of California Fish and Game Code, the Operator, on the 16th day of July, 2001, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of the following water(s): unnamed tributaries to Chicarita Creek, San Diego County, California, (Section _ Township 14S, Range 2W, Poway Quad.).

WHEREAS, the Department has determined that such operations may substantially adversely affect those existing fish and wildlife resources within unnamed tributaries to Chicarita Creek, specifically identified as follows: birds: bush tit (*Psaltriparus minimus*), California towhee (*Pipilo crissalis*), scrub jay (*Aphelocoma californica*), house finch (*Carpodacus mexicanus*), black phoebe (*Sayornis nigricans*), song sparrow (*Melospiza melodia*), Anna's hummingbird (*Calypte anna*), lesser goldfinch (*Carduelis psaltria*), northern mockingbird (*Mimus polyglottos*) and mourning dove (*Zenaida macroura*); riparian vegetation which provides habitat for those species: black willow (*Salix goodingii*), ash (*Fraxinus* sp.) mulefat (*Baccharis salicifolia*), sedge (*Cyperus* sp.) cattail (*Typha* sp.); and all other aquatic and wildlife resources, including that riparian vegetation which provides habitat for such

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.
2. The Operator proposes to alter the streambed to construct operational improvements to the Interstate 15 (I-15)/State Route 56 (SR-56) Interchange. Project features that will result in impacts to the streambed include: 1) The direct connector ramp from southbound I-15 to westbound SR-56 will be realigned and widened to two lanes. A retaining wall along the connector will accommodate the widening and minimize impacts to environmentally sensitive areas; 2) The existing eastbound SR-56 to southbound I-15 ramp will be realigned and widened for extra storage capacity. A right turn pocket will be added on eastbound SR-56 to southbound I-15. The existing bike path along eastbound SR-56 will be realigned. A retaining wall will be used to accommodate the right turn pocket and bike path realignment. Impacts to streambeds include those areas shown on the attached Figure A: Wetland Areas at I-15/SR-56 Interchange, San Diego, California from the Conceptual Wetland Mitigation and Revegetation Plan dated June 12, 2001, and include .11 acre of mulefat scrub, .04 acre of emergent wetland consisting of cattail (*Typha* sp.) and sedge (*Cyperus* sp.), and .01 acre of primarily unvegetated channel.
3. The agreed work includes activities associated with No. 2 above. The project area is located in San Diego County. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Operator, including the "Wetland Delineation and Assessment..." Memorandum dated March 12, 2001 and Exhibit 2A, Alternative 1 Layout, Sheets 1 through 7, and shall be implemented as proposed unless directed differently by this agreement.
4. The Operator shall not impact more than .16 acre of streambed/wetlands as described above. The loss of this habitat shall be mitigated with creation of .32 acre of similar habitat types in the project vicinity.
5. The Operator shall submit a revegetation/mitigation plan for Department review at least 60 days prior to initiating project construction and shall receive Department approval prior to impacting streambed/ wetlands. The Operator acknowledges that the authorization to alter the stream(s) pursuant to this Agreement is not granted until the Department has reviewed and approved the revegetation/mitigation plan; if the Department discovers that alterations to the stream(s) have occurred without the Department's approval of said plan, the Department's Wildlife Enforce Personnel (i.e. Wardens), or the Department's Regional Manager, or his/her designee has the expressed right to stop work within the stream (except for necessary work approved by the Department to secure the stream's bed and banks for possible storm events) until the Department has approved said plan.
The plan shall: identify one or more specific areas for the creation of .32 acre of wetland habitat; include specific plans for the creation of wetlands and enhancement of the area; include the criteria that will be used to evaluate the success of the mitigation and a monitoring plan to document progress toward achieving/meeting those criteria; and a detailed plan that specifies how the area will be maintained as a biological mitigation site in the long-term. Revegetation shall use only native species known to occur, either presently or historically, in the project vicinity, and shall be derived from local individuals. All revegetation shall be installed in the first appropriate planting season following the completion of construction adjacent to the mitigation site(s).

6. All planting shall have a minimum of 80% survival the first year and 100% survival thereafter and/or shall attain 75% cover after 3 years and 90% cover after 5 years (cover shall be attained at a density that is typical for the species, appropriate for site conditions, and that can be sustained in the long-term. If the survival and cover requirements have not been met, the Operator is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting. The entire site shall be monitored along with replacement plants, even if it has been 5 years since the initial planting.
7. An annual report documenting the revegetation effort shall be submitted to the Department by Oct. 1 of each year for a minimum of 5 years; any replacement planting shall extend the requirement for the entire site so that there are at least 5 years of monitoring after the last replacement planting is done. This report shall include the documentation necessary to evaluate progress in achieving the success criteria; it shall also include the number of plants replaced, by species and date planted; a list of all maintenance activities performed on the site along with the date they were performed; a description of how the site compares to the previous year; a description of the methods used to assess these parameters; and photographs taken from the same locations each year.
8. The Operator shall not remove vegetation within the stream from March 1 to August 15 to avoid impacts to nesting birds. However, the Operator may remove vegetation during this time if a qualified biologist conducts a survey for nesting birds within one week prior to the vegetation removal, and ensures no nesting birds shall be impacted by the project. If nesting birds are present, no work shall occur until the young have fledged and will no longer be impacted by the project.
9. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement and as necessary to complete authorized work. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be harmful to aquatic life.
10. Access to the work site shall be via existing roads and access ramps.
11. The perimeter of the work site shall be adequately flagged to prevent damage to adjacent riparian habitat.
12. Measures to minimize turbidity/siltation shall be incorporated into project planning and implementation. This may require that the work site be isolated and /or the construction of silt catchment basins, so that silt, or other harmful materials are not allowed to pass to downstream reaches. The placement of any structure or materials in the stream for this purpose, not included in the original project description, shall be coordinated with the Department. Coordination shall include the negotiation of additional Agreement provisions.
13. Installation of bridges, culverts, or other structures shall be such that water flow is not impaired. Bottoms of temporary culverts shall be placed at stream channel grade; bottoms of permanent culverts shall be placed at or below stream channel grade.
14. Staging/storage areas for equipment and materials shall be located outside of the stream.

15. No equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.
16. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.
17. Spoil sites shall not be located within a stream/lake, where spoil shall be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.
18. 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 aquatic life, shall not be allowed to enter into or placed where it may be washed by rainfall or runoff into waters of the State. These materials, placed within or where they may enter a stream/lake, by Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.
19. The Operator shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to ensure compliance.
20. The Operator shall provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work and must be presented to any Department personnel, or personnel from another agency upon demand. All project personnel shall abide by all terms and conditions of this agreement.
21. The Department reserves the right to enter the project site at any time to ensure compliance with terms/conditions of this Agreement.
22. The Operator shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities. Notification shall be sent to the Department at 4949 Viewridge Avenue, CA 92123, Attn: Pam Beare/SAA No.5-2001-0201
23. It is understood the Department has entered into this Streambed Alteration Agreement for purposes of establishing protective features for fish and wildlife. The decision to proceed with the project is the sole responsibility of the Operator, and is not required by this agreement. **It is further agreed all liability and/or incurred cost related to or arising out of the Operator's project and the fish and wildlife protective conditions of this agreement, remain the sole responsibility of the Operator.** The Operator agrees to hold harmless the State of California and the Department of Fish and Game against any related claim made by any party or parties for personal injury or any other damages.
24. The Operator shall request an extension of this agreement prior to its termination. Extensions may be granted for up to 12 months from the date of termination of the agreement and are subject to Departmental approval. The extension request and fees shall be submitted to the Department's South Coast Regional Office at the above address. If the Operator fails to request the extension prior to the agreement's termination then the Operator shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement is a violation of Fish and Game Code Section 1600 et seq.

25. The Department reserves the right to cancel this Agreement, after giving notice to the Operator, if the Department determines that the Operator has breached any of the terms or conditions of the Agreement.

26. The Department reserves the right to suspend or cancel this Agreement for other reasons, including but not limited to the following:

- a. The Department determines that the information provided by the Operator in support of the Notification/Agreement is incomplete or inaccurate;
- b. The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
- c. The project or project activities as described in the Notification/Agreement have changed;
- d. The conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.

27. Before any suspension or cancellation of the Agreement, the Department will notify the Operator in writing of the circumstances which the Department believes warrant suspension or cancellation. The Operator will have seven (7) working days from the date of receipt of this notification to respond in writing to the circumstances described in the Department's notification. During the seven (7) day response period, the Operator shall immediately cease any project activities which the Department specified in its notification. The Operator shall not continue the specified activities until that time when the Department notifies the Operator in writing that adequate methods and/or measures have been identified and agreed upon to mitigate or eliminate the significant adverse effect.

CONCURRENCE

CALIFORNIA DEPT. OF TRANSPORTATION

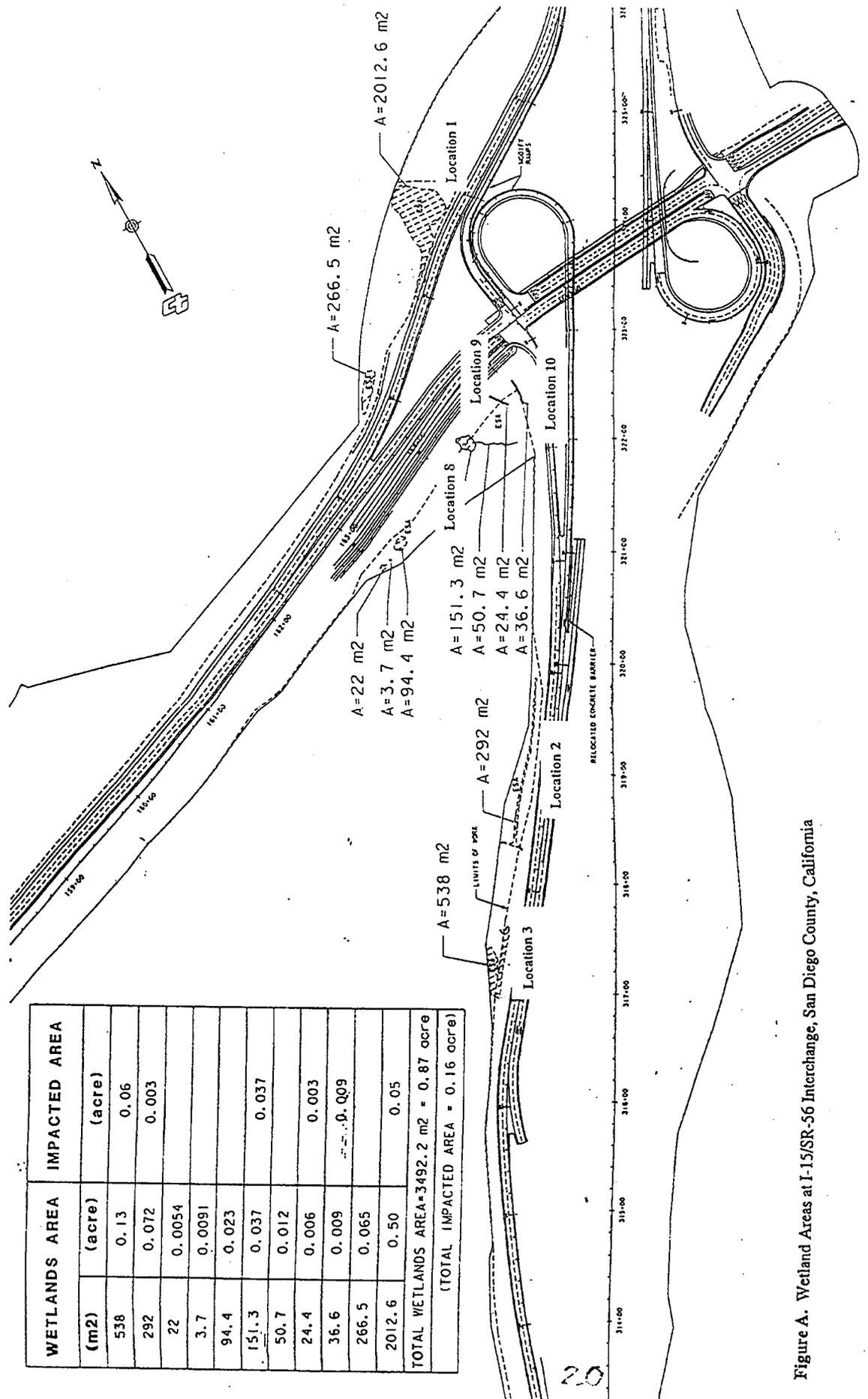
CALIFORNIA DEPT. OF FISH AND GAME

L. Carr 1-17-02
(signature) (date)

William E. Tjebke 1/17/02
(signature) (date)

CONCURRENCE UNIT, PROJECT WGR.
(Type or print name and title)

for C.F. Raysbrook, Regional Manager



WETLANDS AREA		IMPACTED AREA	
(m2)	(acre)	(m2)	(acre)
538	0.13		0.06
292	0.072		0.003
22	0.0054		
3.7	0.0091		
94.4	0.023		
151.3	0.037		0.037
50.7	0.012		
24.4	0.006		0.003
36.6	0.009		0.009
266.5	0.065		
2012.6	0.50		0.05
TOTAL WETLANDS AREA=3492.2 m2 = 0.87 acre			
(TOTAL IMPACTED AREA = 0.16 acre)			

Figure A. Wetland Areas at I-15/SR-56 Interchange, San Diego County, California