



DEPARTMENT OF FISH AND WILDLIFE

Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 428-2002
www.wildlife.ca.gov

November 30, 2021

Mr. Steve Dileo, President CEO
Mare Island Dry Docks, LLC
1180 Nimitz Avenue
Vallejo, CA 94592
SDileo@mareislanddrydock.com

Subject: Incidental Take Permit for Mare Island Dry Docks Project, 2081-2020-025-03,
Solano County

Dear Mr. Dileo:

Enclosed you will find an electronic copy of the Incidental Take Permit for the above referenced Project, which has been digitally signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully and sign the acknowledgement on the permit **no later than 30 days from CDFW signature, and prior to conducting dry dock evolutions and maintenance dredging after November 30, 2021, which is the expiration date of the existing permit (No. 2081-2010-009-07)**. You may return an electronic copy of the permit with digital signature to CESA@wildlife.ca.gov. Digital signatures shall comply with Government Code section 16.5. Alternatively, you may return a hard copy of the permit via mail to:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch, CESA Permitting
Post Office Box 944209
Sacramento, CA 94244-2090

You are advised to keep the permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by CDFW staff when requested.

The permit will not take effect until the signed acknowledgment is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Ms. Melanie Day, Senior Environmental Scientist (Supervisory), at Melanie.Day@wildlife.ca.gov; or Mr. Craig Weightman, Environmental Program Manager, at Craig.Weightman@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Stephanie Fong
CF047D7F8D234E1...
Stephanie Fong
Acting Regional Manager
Bay Delta Region

Conserving California's Wildlife Since 1870



California Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534

California Endangered Species Act
Incidental Take Permit No. 2081-2020-025-03

Mare Island Dry Docks Project

Authority:

This California Endangered Species Act (CESA) Incidental Take Permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

Permittee: Mare Island Dry Docks, LLC

Principal Officer: Tom Hengel, President

Contact Person: Nick Brinton, (707) 238-5674, brinton@wra-ca.com

Mailing Address: 1180 Nimitz Avenue, Vallejo, CA 94592

Effective Date and Expiration Date of this ITP:

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on **December 31, 2031**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.8 of this ITP.

¹Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill").

²The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

Project Location:

The Mare Island Dry Docks Project (Project) is located at Dry Dock 2 and 3 and the Mare Island Strait immediately east of the dry docks, at 1180 Nimitz Avenue, just west of the City of Vallejo in an unincorporated area of Solano County (see Figure 1). The Project is located approximately 1.07 miles south of the eastern terminus of the Mare Island Causeway, which connects the City of Vallejo to Mare Island, at Latitude 38.09672°N, Longitude 122.2663°W. The Project site is bounded by Mare Island Strait and Mare Island Way to the east and north, and the Mare Island Dry Docks LLC building, associated facilities, and Nimitz Avenue to the west and south. Specifically, the Project occurs within and in front of Dry Docks 2 and 3 and along Berths 12-14 and a portion of Berth 15 (see Figure 2).

Project Description:

The Project includes ongoing operation of Dry Docks 2 and 3 and maintenance dredging over a 10-year period. The purpose of the Project is to continue to provide a ship repair and dismantling facility at the Mare Island Dry Docks.

Dry Dock Operations

Dry Docks 2 and 3 will continue to be operated allowing ships to dock for repairs. Dry Docks 2 and 3 are 3.68 acres, collectively. Dry Dock 2 has a capacity of 18 million gallons and Dry Dock 3 has a capacity of 19 million gallons.

When dry docks are not occupied with ships, they do not contain water and are separated from the Mare Island Strait by a caisson (i.e., steel barrier). Before a ship can enter a dry dock, the dry dock is filled with water from the Mare Island Strait via gravity flow through valve, piping, and tunnel (water intake) systems within the dry dock. Water intake systems are fitted with steel bar square filter screens with openings approximately 6 to 12 inches in size. A barrier net is installed while the dry dock is being filled to minimize potential entrainment or impingement of aquatic species. The barrier net is deployed outside the caisson and within the Mare Island Strait 20 to 50 feet from the water intake system. Once the dry docks are filled with water the caisson and barrier net are removed and the ship enters the dry dock. A permanent bubble curtain is operated on the inside sill of the caisson and is used to deter fish from entering the dry docks when the caisson is opened. Once the ship has entered the dry dock, the caisson is re-installed and water is pumped from the dry dock out to Mare Island Strait, allowing the boat to rest on large support blocks. Once water depth in the dry dock is between 16 to 24 inches, Designated Biologists capture and rescue live fish, take measurements, and relocate them to the Mare Island Strait. Once fish rescue and relocation activities are completed, the dry dock is completely dewatered. When a ship is ready to leave the dry dock, the process is repeated. The process of filling a dry dock with water, bringing a ship into or out of the dry dock, and then dewatering the dry dock is hereby referred to as an "evolution"; and two evolutions are required to bring a ship into and out from the dry dock.

The Permittee will perform up to 104 evolutions in Dry Docks 2 and 3, collectively, each year over a 10-year period, for a total of 1,040 evolutions. Over the 10-year life of the permit, up to 320 evolutions will be performed in January, February, May, and June, collectively, and up to 160 evolutions will be performed in March and April, collectively. The remaining up to 560 evolutions will be performed July through December. More than 560 evolutions may be performed July through December if the evolution number caps in January through June are not met.

Maintenance Dredging

A mechanical (i.e., clamshell) dredger will be used to remove up to 140,000 cubic yards of sediment from an approximately 11.23-acre area within the Mare Island Strait, annually, for a total of 1.4 million cubic yards over the life of the permit. Dredging will occur within nine acres of the 11.23-acre area from December 1 to July 31 each year. Dredging will occur in front of the entrances to Dry Docks 2 and 3 and along Berths 12-14 and a portion of Berth 15. Up to four dredging episodes will be completed each year. The typical dredging schedule will be:

- Episode 1: remove up to 80,000 cubic yards between August 1 and November 30
- Episode 2: remove up to 20,000 cubic yards during a two-week period between January and February (as needed for new or emergency docking opportunities)
- Episode 3: remove up to 20,000 cubic yards during a two-week period between March and April (accommodating the docking and undocking of large ships)
- Episode 4: remove up to 20,000 cubic yards during a two-week period between June and July (accommodating the docking and undocking of larger ships)

To provide adequate channel depths accommodating the docking of deep-draft vessels, Berths 12-14 and a portion of Berth 15 will be dredged to a depth of -26 feet Mean Lower Low Water (MLLW) + 2-foot over-dredge³ allowance at the quay wall and increase at a rate of 1-foot for every 3 feet, 18 feet out from the quay wall to a final depth of -32 feet MLLW + 2-foot over-dredge allowance. Dredging depths in front of Dry Docks 2 and 3 will be -32 feet MLLW + 2-foot over-dredge allowance.

Removed sediment will be placed in a dredge material scow (i.e., barge) and transported to an aquatic disposal site approved by the Dredged Material Management Office (DMMO) (e.g., Disposal Area SF-9 in Carquinez Strait, SF-11 in Alcatraz, or SF-10 in San Pablo Bay), or upland disposal site for beneficial reuse (e.g., Cullinan Ranch Restoration Site or Montezuma Wetlands).

³ "Over-dredge" is a term used by the DMMO to account for areas that may be dredged below target depth due to the inability to always exert exact measurements during dredging. The allowance for over-dredge volume is a requirement of the DMMO.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Longfin smelt (<i>Spirinchus thaleichthys</i>)	Threatened ⁴
2. Delta smelt (<i>Hypomesus transpacificus</i>)	Endangered ⁵
3. Winter-run Chinook salmon (<i>Oncorhynchus tshawytscha</i>)	Endangered ⁶
4. Spring-run Chinook salmon (<i>Oncorhynchus tshawytscha</i>)	Threatened ⁷

These species and only these species are the “Covered Species” for the purposes of this ITP.

Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include: 1) dry dock evolutions, 2) maintenance dredging occurring December 1 through July 31, and 3) capturing, handling, and relocating the Covered Species (collectively, the Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities, such as entrainment and impingement of individuals during filling and dewatering of Dry Docks 2 and 3; stranding of individuals during dewatering of Dry Docks 2 and 3; propellers striking individuals while ships are navigating into the dry docks; and striking, capturing, or crushing individuals with the mechanical dredger when the Covered Species larva and young juveniles may be present from December 1 to July 31.

Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of catch or capture from entrainment of individuals during filling of Dry Docks 2 and 3, from individuals entering the dry docks during ship entry (i.e., when the caisson is removed), and during fish rescue and relocation activities. The areas where authorized take of the Covered Species is expected to occur include the 15-acre area within Dry Docks 2 and 3, in front of the entrances to Dry Docks 2 and 3, and along Berths 12-14 and a portion of Berth 15, collectively (collectively, the Project Area).

The Project is expected to result in incidental take of up to 7,462 individuals of longfin smelt over the 10-year life of the permit, and a smaller number of the other Covered Species. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project’s

⁴See Cal. Code Regs., tit. 14, § 670.5, subd. (b)(2)(E).

⁵See *Id.*, subd. (a)(2)(O)

⁶See *Id.*, subd. (a)(2)(M)

⁷See *Id.*, subd. (b)(2)(C)

incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from noise and vibrations from ships entering Dry Docks 2 and 3 and capture and relocation, exposure to increased suspended sediments during dredging, potential exposure to contaminants or toxins, increased vulnerability to predation, increased competition for food and space, temporary loss of foraging habitat, and displacement from preferred habitat.

Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for equipment ingress and egress, staging, and parking. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Reuse of Mare Island Dry Docks Mitigated Negative Declaration (SCH No.: 2009072025) and Reuse of Mare Island Dry Docks 2 & 3 and Waterfront Area Subsequent Mitigated Negative Declaration adopted by the City of Vallejo on November 2, 2009 and April 18, 2016, respectively, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration (LSA) Agreements (Notification Nos. 1600-2017-0306-R3 and 1600-2020-0099-R3) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the *Biological Opinion for the Mare Island*

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MARE ISLAND DRY DOCKS, LLC
MARE ISLAND DRY DOCKS PROJECT

Maintenance Dredging and Dry Dock Operations in San Francisco Bay (Corps File No. 2008-00311), Reinitiation of Consultation, dated February 6, 2017, or the most recent version of such consultations, for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.

5. ITP Time Frame Compliance: Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

6. General Provisions:

- 6.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 6.2. Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities, unless otherwise approved in writing by CDFW. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting, and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.
- 6.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.
- 6.4. Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species,

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MARE ISLAND DRY DOCKS PROJECT

sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. 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 Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

- 6.5. Project Monitoring Binder. The Permittee and Designated Biologist shall maintain Project-monitoring documentation on-site either in hard copy or digital format throughout the Project period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the Project-monitoring documentation is available for review at the Project site upon request by CDFW.
- 6.6. Operate within Project Area Boundaries. Permittee shall ensure that dredge crews use GPS-guided equipment to confine maintenance dredging within the Project Area.
- 6.7. Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.8. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 6.9. Refuse Removal. Permittee shall maintain cleanliness of the Project Area and properly dispose of all construction refuse, including but not limited to, paint dust, metal filings, oil and grease, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes. Permittee shall not allow rubbish or other harmful materials to accumulate in the dry docks between uses.
- 6.10. Prevention of Spread of Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention Best Management Practices (BMPs) and guidelines for invasive plants can be found on

the California Invasive Plant Council's (Cal-IPC) website at: <https://www.cal-ipc.org/solutions/prevention/> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <https://stopaquatichitchhikers.org/>.

7. Monitoring, Notification and Reporting Provisions:

- 7.1. Geographic Information Systems Data Files. Within 30 days of starting Covered Activities, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files for the habitat impact areas authorized under this ITP.
- 7.2. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 7.3. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.
- 7.4. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to: (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; and (3) check for compliance with all measures of this ITP. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.
- 7.5. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile observation and inspection records identified in Conditions of Approval 7.3, 7.4, 8.6, and 8.7 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted via e-mail to CDFW's Regional Representative, Regional CESA Program, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Melanie Day, Senior Environmental Scientist (Supervisory) (Melanie.Day@wildlife.ca.gov), the Regional CESA Program email is R3CESA@wildlife.ca.gov, and the Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting

schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 7.6. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of each year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.5; (2) a table with the number of evolutions performed during the year and the months they were performed based on the evolution caps in the Project Description section above, total evolutions for each capped period conducted over the life of the permit to date, and total evolutions to date; (3) the number of dredging events performed between December 1 and July 31, the dates they occurred, the area in which they occurred in acres, and the total number of dredging events to date; (4) an annual summary of all fish rescue and relocation events conducted during that year identified in Condition of Approval 8.6; (5) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (6) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (7) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (8) all available information about Project-related incidental take of the Covered Species; and (9) information about other Project impacts on the Covered Species.
- 7.7. CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) annually prior to the submission of the ASR (see Condition of Approval 7.6). Copies of any submitted data shall be included in the ASR.
- 7.8. Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 7.9. Notification of Injury or Mortality. Permittee shall immediately notify the Designated Biologist if a Covered Species is injured or killed by a Project-related activity, or if a

Covered Species is otherwise found injured or dead within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and emailing Melanie.Day@wildlife.ca.gov or the subsequent CDFW Regional Representative. The initial notification to CDFW shall include information regarding the location, species, and number of animals injured or killed, and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, water temperature, and if possible, provide a photograph and explanation as to cause of injury or death, and any other pertinent information.

8. Take Minimization Measures:

The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

Dry Dock Evolutions

8.1. Evolutions. The process of filling a dry dock with water, bringing a ship into or out of the dry dock, and then draining the dry dock is hereby referred to as an “evolution”; and two evolutions are required to bring a ship into and out from the dry dock. Permittee shall not exceed:

- 104 evolutions each year,
- 160 evolutions in March and April over the life of the permit,
- 320 evolutions in January, February, May, and June over the life of the permit, and
- 1,040 evolutions over the life of the permit.

If Permittee wishes to exceed these values, Permittee shall first apply for and receive a final, signed amendment to this ITP from CDFW.

8.2. Minimize Evolutions During Sensitive Time Periods. Permittee shall minimize the number of evolutions conducted during the Covered Species’ most sensitive time period from January 1 to June 30, to the greatest extent feasible.

8.3. Installation of Dynamic Barrier Net. Permittee shall install and maintain a dynamic fish barrier net (i.e., “Dynamic Barrier”) with ¼-inch mesh approximately 20 to 50 feet out from the caisson and dry dock intakes prior to filling a dry dock with water from the Mare Island Strait. Permittee shall not remove the “Dynamic Barrier” until after the dry dock is filled.

- 8.4. Installation of Bubble Curtain. Permittee shall install and maintain a permanent bubble curtain at the caisson for Dry Docks 2 and 3 to deter fish from entering the dry docks during ship navigation. Permittee shall inspect the bubble curtain prior to each evolution to ensure that it is functioning properly. If Permittee determines that the bubble curtain is not functioning properly at any time, evolutions shall be delayed until the bubble curtain is fixed and functioning properly. Permittee shall not conduct evolutions without using a functioning bubble curtain.
- 8.5. Fish Rescue and Relocation Plan. Permittee shall implement the *Mare Island Dry Dock Fish Rescue and Relocation Plan, Revised Mare Island, Solano County, California*, prepared by WRA, Inc., and updated April 10, 2020 (Attachment 2). Permittee shall ensure that only CDFW-approved Designated Biologists conduct fish rescue and relocation activities. If Permittee wishes to amend the plan, Permittee shall first obtain CDFW's written approval. The plan shall include at a minimum the following items, unless otherwise approved in writing by CDFW:
- Prior to fully dewatering the dry docks, remaining fish in the dry docks shall be rescued. Efforts shall be made to reduce collecting and handling stress, minimize the time that fish are held in buckets, and minimize handling stress during processing and release. Immediately after collection, fish shall be identified, measured, and counted.
 - Under the direct supervision of the Designated Biologist, longfin smelt, delta smelt, and Chinook salmon shall be processed first and released as soon as possible. Species name and length data shall be recorded on data sheets, as well as time, date, location, gear type, water temperature, and any other pertinent observations of the fish.
 - No employee or contractor shall remove any fish, dead or alive, from the site for personal use. All efforts to reduce the time that live fish are out of the water shall be made to reduce the chances of significant injury or mortality during fish rescue. All fish shall be promptly returned to the water except for any dead longfin smelt, delta smelt, or Chinook salmon.
 - During the fish rescue, there is potential for fish injury or mortality. If the Covered Species is found recently injured or deceased, the procedures described in Condition of Approval 7.9 shall be followed.
 - After completing the fish rescue, the Designated Biologist shall prepare a brief documentation report pursuant to Condition of Approval 8.6. The report shall include information on the personnel conducting the fish rescue, methods used, numbers of each species collected and relocated, length data, and estimate of survival of fish immediately after release. The report shall also include representative photographs of the site and rescue operations. Permittee shall

provide the report to CDFW in the next Monthly Compliance Report required by Condition 7.5

- After the fish rescue effort is completed, dewatering of the area within the dry dock may continue. If additional fish are observed, dewatering activities shall cease until those fish have been relocated. The Designated Biologist shall remain at the site to rescue additional fish if the workers observe them within the dewatering area.

- 8.6. Fish Rescue and Relocation Reports and Summaries. Permittee shall provide CDFW with a draft report of each fish rescue and relocation event within 30 days of completion. Permittee shall also submit an annual summary of all fish rescue and relocation events conducted during that year to CDFW by December 31 each year (see Condition of Approval 7.6). The reports and summaries, at a minimum, shall contain the number of each species captured, lengths of fish, any observed injuries, number of mortalities, and number of surviving fish relocated back to the Mare Island Strait.
- 8.7. Monthly Summary Reports – Evolutions. Permittee shall provide CDFW with a monthly summary report containing the total number of evolutions completed and the dates during which evolutions occurred.

Dredging

- 8.8. Dredging Equipment. Permittee shall be limited to using a mechanical (i.e., clamshell) dredger. If Permittee wishes to use a suction dredger, Permittee shall first apply for and receive a final, signed amendment to this ITP from CDFW.
- 8.9. Out-of-Season Dredging – Limitations. Permittee shall not conduct more than three 2-week dredging events each year over a 10-year period from December 1 to July 31, which is outside of the environmental work window for the Covered Species. The dredge area for each of these dredging events shall not exceed 9 acres.

9. Habitat Management Land Acquisition OR Restoration, Enhancement and Management:

CDFW has determined that permanent protection and perpetual management of compensatory habitat OR habitat restoration, enhancement, and management is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall purchase 1.98 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) OR shall restore, enhance, and manage 1.98 acres of Covered Species habitat pursuant to Condition of Approval 9.3 below.

Permanent protection OR restoration, enhancement, and management of 1.98 acres may be achieved in five equal parts (i.e., Parts I, II, III, IV, and V). Each part consists of 0.396 acres and provides compensatory mitigation for one of five Project phases (i.e., Phases 1, 2, 3, 4, and 5), each phase consisting of: (1) 208 dry dock evolutions, and (2) six dredging events occurring from December 1 to July 31. Permanent protection of compensatory habitat OR habitat restoration, enhancement, and management for each part must be complete before starting Covered Activities for each Project phase, or within 12 months of the start of Covered Activities for each Project phase if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations.

9.1. Cost Estimates. CDFW has estimated the cost of purchase of credits at a conservation or mitigation bank OR habitat restoration, enhancement, and management identified in Condition of Approval 9.3 at:

- \$192,926/acre up to 2023,
- \$212,701/acre up to 2025,
- \$234,503/acre up to 2027,
- \$258,540/acre up to 2029, and
- \$285,040/acre up to 2031.

9.1.1. Therefore, for Parts I, II, III, IV, and V, each **0.396 acres**, the cost is:

Part I: \$76,399 up to 2023,

Part II: \$84,230 up to 2025,

Part III: \$92,863 up to 2027,

Part IV: \$102,382 up to 2029, and

Part V: \$112,876 up to 2031.

9.2. Covered Species Credits. Permittee shall: (1) purchase 1.98 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank, (2) obtain written confirmation from CDFW that the aforementioned bank is in good standing prior to purchasing the credits, unless otherwise approved in writing by CDFW, (3) provide copies of executed Bill(s) of Sale and Payment Receipt(s) to CDFW, and (4) obtain CDFW's written acceptance of the credits.

OR:

9.3. Habitat Restoration, Enhancement, and Management Plan. Permittee shall prepare and implement a habitat restoration and enhancement plan, and a habitat management plan unless otherwise approved in writing by CDFW. The plans shall outline: (1) restoration and enhancement of approximately 1.98 acres of habitat for the Covered Species, (2) how Covered Species would utilize the restored and enhanced habitat, and (3) how management of the habitat restoration and enhancement will be conducted to enhance and maintain habitat for the benefit of the Covered Species. Permittee shall:

9.3.1. Habitat Management Land Approval. Obtain CDFW written approval of the Habitat Management land;

9.3.2. Land Manager. Designate a land manager approved by CDFW, unless otherwise approved by CDFW. The land manager may be the landowner or another party. Documents related to land management shall identify the land manager. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change;

9.3.3. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection, restoration, and enhancement of Habitat Management land once the Habitat Management land has been approved in writing by CDFW. Start-up activities include the following items at a minimum, unless otherwise approved in writing by CDFW: (1) preparing and implementing a restoration and enhancement plan approved in writing by CDFW; (2) preparing a management plan approved in writing by CDFW (Condition of Approval 9.3) (see <https://www.wildlife.ca.gov/Conservation/Planning/Banking> for a management plan example); (4) conducting a baseline biological assessment including Covered Species surveys and land survey report; (5) developing and transferring Geographic Information Systems data if applicable; (6) establishing initial fencing or other site protection; (7) conducting litter removal; (8) conducting initial habitat restoration or enhancement; and (9) installing signage;

9.3.4. Contingency. Provide for any necessary remedial action and guarantee that the performance measures as described in the restoration and enhancement plan described in Condition 9.3.3 have been achieved;

9.3.5. Habitat Management. Provide for the management of the Habitat Management land. The Permittee shall ensure that the land manager implements the management of the Habitat Management land as described in the final management plan approved by CDFW. The management period shall be implemented until success criteria described in the CDFW-approved management plan are achieved and includes expected management following start-up activities. Management activities described in the final

management plan shall include the following items, unless otherwise approved in writing by CDFW: success criteria, Covered Species habitat monitoring, Covered Species surveys and monitoring, remediation activities (as needed), plant and general wildlife surveys, fence or other site protection materials repair, trash removal, site monitoring, and vegetation and invasive species management. Permittee shall provide a security to CDFW for the management period.

10. Performance Security

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

- 10.1. Security Amount. The Security shall be in the amount of **\$76,399** for Part I, **\$84,230** for Part II, **\$92,863** for Part III, **\$102,382** for Part IV, and **\$112,876** for Part V, totaling **\$468,750**. These amounts are based on the cost estimates identified above in Condition of Approval 9.1.
- 10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 10.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin for each Project phase (Phases 1, 2, 3, 4, and 5).
- 10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 10.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 10.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has received confirmation that all secured requirements have been satisfied, as evidenced by:

- Receipt of executed copies of Bill(s) of Sale;

- Receipt of executed copies of Payment Receipt(s); and

OR

- An on-site inspection conducted by CDFW;
- Written documentation of successful restoration and enhancement of the Habitat Management land, approved in writing by CDFW;
- Written documentation of successful management of Habitat Management land and achievement of success criteria, approved in writing by CDFW; and
- Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the required acquisition OR restoration, enhancement, and management of Habitat Management land no later than 12 months from the start of each Project phase. CDFW may require the Permittee to provide additional Habitat Management land and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

Amendment:

This ITP may be amended as provided by California Code of Regulations, title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or new information changes the impact assessment or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

Stop-Work Order:

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 days to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

Notices:

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090

Alternatively, the Permittee shall email the digitally signed ITP to CESA@wildlife.ca.gov. Digital signatures shall comply with Government Code section 16.5.

Written notices, reports, and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2020-025-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Regional Manager
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
R3CESA@wildlife.ca.gov

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090
CESA@wildlife.ca.gov

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Incidental Take Permit
No. 2081-2020-025-03
MARE ISLAND DRY DOCKS, LLC
MARE ISLAND DRY DOCKS PROJECT

Melanie Day, Senior Environmental Scientist (Supervisory)
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone: (707) 428-2092, Melanie.Day@wildlife.ca.gov

Compliance with CEQA:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, City of Vallejo. (See generally Pub. Resources Code, §§ 21067, 21069). The lead agency's prior environmental review of the Project is set forth in the Reuse of the Mare Island Dry Docks Mitigated Negative Declaration (SCH No.: 2009072025), dated July 2009, that the City of Vallejo adopted for the Mare Island Dry Docks Project on November 2, 2009, and the Reuse of Mare Island Drydocks 2 & 3 and Waterfront Area Subsequent Mitigated Negative Declaration, dated March 2016, that the City of Vallejo adopted for the Mare Island Dry Docks Project on April 18, 2016. At the time the lead agency adopted the Mitigated Negative Declaration and Subsequent Mitigated Negative Declaration, and approved the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's Mitigated Negative Declaration and Subsequent Mitigated Negative Declaration for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code, § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2)).

CDFW finds based on substantial evidence in the ITP application, the Reuse of Mare Island Dry Docks Mitigated Negative Declaration and the Reuse of Mare Island Drydocks 2 & 3 and Waterfront Area Subsequent Mitigated Negative Declaration, the results of consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

Incidental Take Permit
No. 2081-2020-025-03
MARE ISLAND DRY DOCKS, LLC
MARE ISLAND DRY DOCKS PROJECT


- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection OR habitat restoration, enhancement, and management; (2) establishment of avoidance zones; (3) worker education; (4) seasonal operations and work restrictions, and (5) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 1.98 acres of compensatory habitat OR the restoration, enhancement, and management of 1.98 acres of habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being impacted by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

Attachments:

- FIGURE 1 *Project Area Regional Location Map, prepared by WRA, dated July 9, 2020*
- FIGURE 2 *Project Area Details, prepared by WRA, dated November 3, 2021*
- ATTACHMENT 1 Mitigation Monitoring and Reporting Program
- ATTACHMENT 2 *Mare Island Dry Dock Fish Rescue and Relocation Plan, Revised Mare Island, Solano County, California, prepared by WRA, Inc., updated April 10, 2020*
- ATTACHMENT 3 Letter of Credit Form
- ATTACHMENT 4 Mitigation Payment Transmittal Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 11/30/2021.

DocuSigned by:

CF047D7F0D234E1...
 Stephanie Fong, Acting Regional Manager
 Bay Delta Region

ACKNOWLEDGMENT

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions.

By:  Date: 12/7/2021
067E6B7A423348C...

Printed Name: Steve DiLeo Title: President

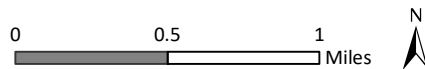
Incidental Take Permit
 No. 2081-2020-025-03
MARE ISLAND DRY DOCKS, LLC
MARE ISLAND DRY DOCKS PROJECT



Sources: National Geographic, WRA | Prepared By: mweidenbach, 7/9/2020

Figure 1. Project Area Regional Location Map

Mare Island Dry Dock Project
Solano County, California

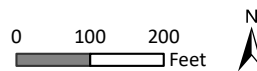




Sources: Esri World Imagery - DigitalGlobe 2017, WRA | Prepared By: mrochelle, 11/3/2021

Figure 2. Project Area Details

Mare Island Dry Dock Project
Solano County, California



Attachment 1

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
CALIFORNIA ENDANGERED SPECIES ACT
INCIDENTAL TAKE PERMIT NO. 2081-2020-025-03**

PERMITTEE: Mare Island Dry Docks, LLC

PROJECT: Mare Dry Dock Project

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the California Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DREDGING AND DRY DOCK EVOLUTIONS					
1	Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 6.1	Before commencing dredging or dry dock evolutions/Entire Project	Permittee	
2	Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities, unless otherwise approved in writing by CDFW. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting, and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.	ITP Condition # 6.2	Before commencing dredging or dry dock evolutions/Entire Project	Permittee	
3	Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. 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 Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 6.4	Before commencing dredging or dry dock evolutions/Entire Project	Permittee	
4	Geographic Information Systems Data Files. Within 30 days of starting Covered Activities, the Permittee shall provide CDFW with Geographic Information Systems (GIS) data files for the habitat impact areas authorized under this ITP.	ITP Condition # 7.1	Before commencing dredging or dry dock evolutions	Permittee	
5	Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 7.2	Before commencing dredging or dry dock evolutions/Entire Project	Permittee	
6	Permittee shall purchase 1.98 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 9.2) OR shall restore, enhance, and manage 1.98 acres of Covered Species habitat pursuant to Condition of Approval 9.3 below. Permanent protection OR restoration, enhancement, and management of 1.98 acres may be achieved in five equal parts (i.e., Parts I, II, III, IV, and V). Each part consists of 0.396 acres and provides compensatory mitigation for one of five Project phases (i.e., Phases 1, 2, 3, 4, and 5),	ITP Condition # 9, 9.1-9.1.1	Before commencing dredging or dry dock evolutions (or within 12 months of the issuance of the ITP if Security is provided)	Permittee	

	<p>each phase consisting of: (1) 208 dry dock evolutions, and (2) six dredging events occurring from December 1 to July 31. Permanent protection of compensatory habitat OR habitat restoration, enhancement, and management for each part must be complete before starting Covered Activities for each Project phase, or within 12 months of the start of Covered Activities for each Project phase if Security is provided pursuant to Condition of Approval 10 below for all uncompleted obligations.</p> <p>Cost Estimates. CDFW has estimated the cost of purchase of credits at a conservation or mitigation bank OR habitat restoration, enhancement, and management identified in Condition of Approval 9.3 at:</p> <p>\$192,926/acre up to 2023, \$212,701/acre up to 2025, \$234,503/acre up to 2027, \$258,540/acre up to 2029, and \$285,040/acre up to 2031.</p> <p>Therefore, for Parts I, II, III, IV, and V, each 0.396 acres, the cost is:</p> <p>Part I: \$76,399 up to 2023, Part II: \$84,230 up to 2025, Part III: \$92,863 up to 2027, Part IV: \$102,382 up to 2029, and Part V: \$112,876 up to 2031</p>				
7	<p>Covered Species Credits. Permittee shall: (1) purchase 1.98 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank, (2) obtain written confirmation from CDFW that the aforementioned bank is in good standing prior to purchasing the credits, unless otherwise approved in writing by CDFW, (3) provide copies of executed Bill(s) of Sale and Payment Receipt(s) to CDFW, and (4) obtain CDFW's written acceptance of the credits.</p> <p>OR:</p>	ITP Condition # 9.2	Before commencing dredging or dry dock evolutions (or within 12 months of issuance of the ITP if Security is provided)	Permittee	
8	<p>Habitat Restoration, Enhancement, and Management Plan. Permittee shall prepare and implement a habitat restoration and enhancement plan, and a habitat management plan unless otherwise approved in writing by CDFW. The plans shall outline: (1) restoration and enhancement of approximately 1.98 acres of habitat for the Covered Species, (2) how Covered Species would utilize the restored and enhanced habitat, and (3) how management of the habitat restoration and enhancement will be conducted to enhance and maintain habitat for the benefit of the Covered Species. Permittee shall:</p> <p>Habitat Management Land Approval. Obtain CDFW written approval of the Habitat Management land;</p> <p>Land Manager. Designate a land manager approved by CDFW, unless otherwise approved by CDFW. The land manager may be the landowner or another party. Documents related to land management shall identify the land manager. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change;</p>	ITP Condition # 9.3-9.3.5	Before commencing dredging or dry dock evolutions (or within 12 months of issuance of the ITP if Security is provided)	Permittee	

	<p>Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection, restoration, and enhancement of Habitat Management land once the Habitat Management land has been approved in writing by CDFW. Start-up activities include the following items at a minimum, unless otherwise approved in writing by CDFW: (1) preparing and implementing a restoration and enhancement plan approved in writing by CDFW; (2) preparing a management plan approved in writing by CDFW (Condition of Approval 9.3) (see https://www.wildlife.ca.gov/Conservation/Planning/Banking for a management plan example); (4) conducting a baseline biological assessment including Covered Species surveys and land survey report; (5) developing and transferring Geographic Information Systems data if applicable; (6) establishing initial fencing or other site protection; (7) conducting litter removal; (8) conducting initial habitat restoration or enhancement; and (9) installing signage;</p> <p>Contingency. Provide for any necessary remedial action and guarantee that the performance measures as described in the restoration and enhancement plan described in Condition 9.3.3 have been achieved;</p> <p>Habitat Management. Provide for the management of the Habitat Management land. The Permittee shall ensure that the land manager implements the management of the Habitat Management land as described in the final management plan approved by CDFW. The management period shall be implemented until success criteria described in the CDFW-approved management plan are achieved and includes expected management following start-up activities. Management activities described in the final management plan shall include the following items, unless otherwise approved in writing by CDFW: success criteria, Covered Species habitat monitoring, Covered Species surveys and monitoring, remediation activities (as needed), plant and general wildlife surveys, fence or other site protection materials repair, trash removal, site monitoring, and vegetation and invasive species management. Permittee shall provide a security to CDFW for the management period.</p>				
9	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>Security Amount. The Security shall be in the amount of \$76,399 for Part I, \$84,230 for Part II, \$92,863 for Part III, \$102,382 for Part IV, and \$112,876 for Part V, totaling \$468,750. These amounts are based on the cost estimates identified above in Condition of Approval 9.1.</p> <p>Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>Security Timeline. The Security shall be provided to CDFW before Covered Activities begin for each Project phase (Phases 1, 2, 3, 4, and 5).</p>	ITP Condition # 10-10.3	Before commencing dredging or dry dock evolutions (or within 12 months of issuance of the ITP if Security is provided)	Permittee	
DURING DREDGING AND DRY DOCK EVOLUTIONS					
12	<p>Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.</p>	ITP Condition # 6.3	Entire Project	Permittee	

13	Project Monitoring Binder. The Permittee and Designated Biologist shall maintain Project-monitoring documentation on-site either in hard copy or digital format throughout the Project period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the Project-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 6.5	Entire Project	Permittee	
14	Operate within Project Area Boundaries. Permittee shall ensure that dredge crews use GPS-guided equipment to confine maintenance dredging within the Project Area.	ITP Condition # 6.6	Entire Project	Permittee	
15	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.7	Entire Project	Permittee	
16	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 6.8	Entire Project	Permittee	
17	Refuse Removal. Permittee shall maintain cleanliness of the Project Area and properly dispose of all construction refuse, including but not limited to, paint dust, metal filings, oil and grease, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes. Permittee shall not allow rubbish or other harmful materials to accumulate in the dry docks between uses.	ITP Condition # 6.9	Entire Project	Permittee	
18	Prevention of Spread of Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or waterbody to another. Prevention Best Management Practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's (Cal-IPC) website at: https://www.cal-ipc.org/solutions/prevention/ and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: https://stopaquatic hitchhikers.org/ .	ITP Condition # 6.10	Entire Project	Permittee	
19	Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.	ITP Condition # 7.3	Entire Project	Permittee	
20	Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to: (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; and (3) check for compliance with all measures of this ITP. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.	ITP Condition # 7.4	Entire Project	Permittee	
21	Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile observation and inspection records identified in Conditions of Approval 7.3, 7.4, 8.6, and 8.7 into a Monthly Compliance Report and submit it to CDFW along with a copy of the	ITP Condition # 7.5	Entire Project	Permittee	

	MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted via e-mail to CDFW's Regional Representative, Regional CESA Program, and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Melanie Day, Senior Environmental Scientist (Supervisory) (Melanie.Day@wildlife.ca.gov), the Regional CESA Program email is R3CESA@wildlife.ca.gov, and the Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.				
22	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of each year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.5; (2) a table with the number of evolutions performed during the year and the months they were performed based on the evolution caps in the Project Description section above, total evolutions for each capped period conducted over the life of the permit to date, and total evolutions to date; (3) the number of dredging events performed between December 1 and July 31, the dates they occurred, the area in which they occurred in acres, and the total number of dredging events to date; (4) an annual summary of all fish rescue and relocation events conducted during that year identified in Condition of Approval 8.6; (5) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (6) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (7) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (8) all available information about Project-related incidental take of the Covered Species; and (9) information about other Project impacts on the Covered Species.	ITP Condition # 7.6	Entire Project	Permittee	
23	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) annually prior to the submission of the ASR (see Condition of Approval 7.6). Copies of any submitted data shall be included in the ASR.	ITP Condition # 7.7	Entire Project	Permittee	
24	Notification of Injury or Mortality. Permittee shall immediately notify the Designated Biologist if a Covered Species is injured or killed by a Project-related activity, or if a Covered Species is otherwise found injured or dead within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and emailing Melanie.Day@wildlife.ca.gov or the subsequent CDFW Regional Representative. The initial notification to CDFW shall include information regarding the location, species, and number of animals injured or killed, and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, water temperature, and if possible, provide a photograph and explanation as to cause of injury or death, and any other pertinent information.	ITP Condition # 7.9	Entire Project	Permittee	
25	Evolutions. Permittee shall not exceed 104 evolutions each year; 160 evolutions in March and April over the life of the permit; 320 evolutions in January, February, May, and June over the life of the permit; and 1,040 evolutions over the life of the permit. If Permittee wishes to exceed these values, Permittee shall first apply for any receive a final, signed amendment to this ITP from CDFW	ITP Condition # 8.1	Entire Project	Permittee	

26	Minimize Evolutions During Sensitive Time Periods. Permittee shall minimize the number of evolutions conducted during the Covered Species' most sensitive time period from January 1 to June 30, to the greatest extent feasible.	ITP Condition # 8.2	Entire Project	Permittee	
27	Installation of Dynamic Barrier Net. Permittee shall install and maintain a dynamic fish barrier net (i.e., "Dynamic Barrier") with ¼-inch mesh approximately 20 to 50 feet out from the caisson and dry dock intakes prior to filling a dry dock with water from the Mare Island Strait. Permittee shall not remove the "Dynamic Barrier" until after the dry dock is filled.	ITP Condition # 8.3	Entire Project	Permittee	
28	Installation of Bubble Curtain. Permittee shall install and maintain a permanent bubble curtain at the caisson for Dry Docks 2 and 3 to deter fish from entering the dry docks during ship navigation. Permittee shall inspect the bubble curtain prior to each evolution to ensure that it is functioning properly. If Permittee determines that the bubble curtain is not functioning properly at any time, evolutions shall be delayed until the bubble curtain is fixed and functioning properly. Permittee shall not conduct evolutions without using a functioning bubble curtain.	ITP Condition # 8.4	Entire Project	Permittee	
29	<p>Fish Rescue and Relocation Plan. Permittee shall implement the Mare Island Dry Dock Fish Rescue and Relocation Plan, Revised Mare Island, Solano County, California, prepared by WRA, Inc., and updated April 10, 2020 (Attachment 2). Permittee shall ensure that only CDFW-approved Designated Biologists conduct fish rescue and relocation activities. If Permittee wishes to amend the plan, Permittee shall first obtain CDFW's written approval. The plan shall include at a minimum the following items, unless otherwise approved in writing by CDFW:</p> <p>Prior to fully dewatering the dry docks, remaining fish in the dry docks shall be rescued. Efforts shall be made to reduce collecting and handling stress, minimize the time that fish are held in buckets, and minimize handling stress during processing and release. Immediately after collection, fish shall be identified, measured, and counted.</p> <p>Under the direct supervision of the Designated Biologist, longfin smelt, delta smelt, and Chinook salmon shall be processed first and released as soon as possible. Species name and length data shall be recorded on data sheets, as well as time, date, location, gear type, water temperature, and any other pertinent observations of the fish.</p> <p>No employee or contractor shall remove any fish, dead or alive, from the site for personal use. All efforts to reduce the time that live fish are out of the water shall be made to reduce the chances of significant injury or mortality during fish rescue. All fish shall be promptly returned to the water except for any dead longfin smelt, delta smelt, or Chinook salmon.</p> <p>During the fish rescue, there is potential for fish injury or mortality. If the Covered Species is found recently injured or deceased, the procedures described in Condition of Approval 7.9 shall be followed.</p> <p>After completing the fish rescue, the Designated Biologist shall prepare a brief documentation report pursuant to Condition of Approval 8.6. The report shall include information on the personnel conducting the fish rescue, methods used, numbers of each species collected and relocated, length data, and estimate of survival of fish immediately after release. The report shall also include representative photographs of the site and rescue operations. Permittee shall provide the report to CDFW in the next Monthly Compliance Report required by Condition 7.5</p> <p>After the fish rescue effort is completed, dewatering of the area within the dry dock may continue. If additional fish are observed, dewatering activities shall cease until those fish have been relocated. The Designated Biologist shall remain at the site to rescue additional fish if the workers observe them within the dewatering area.</p>	ITP Condition # 8.5	Entire Project	Permittee	

30	Fish Rescue and Relocation Reports and Summaries. Permittee shall provide CDFW with a draft report of each fish rescue and relocation event within 30 days of completion. Permittee shall also submit an annual summary of all fish rescue and relocation events conducted during that year to CDFW by December 31 each year (see Condition of Approval 7.6). The reports and summaries, at a minimum, shall contain the number of each species captured, lengths of fish, any observed injuries, number of mortalities, and number of surviving fish relocated back to the Mare Island Strait.	ITP Condition # 8.6	Entire Project	Permittee	
31	Monthly Summary Reports – Evolutions. Permittee shall provide CDFW with a monthly summary report containing the total number of evolutions completed and the dates during which evolutions occurred.	ITP Condition # 8.7	Entire Project	Permittee	
32	Dredging Equipment. Permittee shall be limited to using a mechanical (i.e., clamshell) dredger. If Permittee wishes to use a suction dredger, Permittee shall first apply for and receive a final, signed amendment to this ITP from CDFW.	ITP Condition # 8.8	Entire Project	Permittee	
33	Out-of-Season Dredging – Limitations. Permittee shall not conduct more than three 2-week dredging events each year over a 10-year period from December 1 to July 31, which is outside of the environmental work window for the Covered Species. The dredge area for each of these dredging events shall not exceed 9 acres.	ITP Condition # 8.9	Entire Project	Permittee	
POST DREDGING AND DRY DOCK EVOLUTIONS					
31	Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 7.8	Post-Project and after completion of mitigation	Permittee	

Mare Island Dry Dock Fish Rescue and Relocation Plan, Revised Mare Island, Solano County, California

Prepared: December 27, 2013

Revise: May 20, 2014

1.0 INTRODUCTION

The purpose of the revised Fish Rescue and Relocation Plan is to outline procedures and methodology for fish salvage work at the Mare Island Dry Docks 1, 2, 3, and 4 in Mare Island, Vallejo, California (Project Site). A revision to the existing plan was required with Amendment No. 2 to the California Department of Fish and Wildlife (CDFW) Incidental Take Permit No. 2081-2010-009-07 (ITP) issued to Mare Island Dry Dock, LLC (MIDD) for the Project Site. Changes to the fish salvage approach and the avoidance and minimization measures implemented at the Project Site are based on monitoring and adaptive management strategies employed following the initiation of dry dock operations in 2011. During this monitoring period, total number of special status, native, and game fish encountered in the dry docks were significantly reduced with the implementation of a bubble curtain system and exterior barrier net (dynamic barrier). The following revised Fish Rescue and Relocation Plan outlines procedures and methodology for dewatering events at the Project Site.

Authorization to handle and relocate special status aquatic species is granted by US Fish and Wildlife Service (USFWS) Biological Opinion 81420-2010-F-0607, National Marine Fisheries Service (NMFS) Biological Opinion 2010/01961, and the CDFW ITP. Special status species afforded protection under the Federal Endangered Species Act and/or the California Endangered Species Act with the potential to occur during fish salvage operations are listed in Table 1.

Common Name	Scientific Name	Status
Longfin smelt	<i>Spirinchus thaleichthys</i>	State Threatened
Delta smelt	<i>Hypomesus transpacificus</i>	Federal Threatened, State Endangered
Steelhead – Central Valley DPS	<i>Oncorhynchus mykiss</i>	Federal Threatened
Steelhead – central California coast DPS	<i>Oncorhynchus mykiss</i>	Federal Threatened
Chinook salmon – Sacramento River winter-run ESU	<i>Oncorhynchus tshawytscha</i>	Federal Endangered, State Endangered
Chinook salmon - Central Valley spring-run ESU	<i>Oncorhynchus tshawytscha</i>	Federal Threatened, State Threatened
Green sturgeon – southern DPS <i>Spirinchus thaleichthys</i>	<i>Acipenser medirostris</i>	Federal Threatened, State Threatened

2.0 GOALS AND OBJECTIVES

The goals of this Fish Rescue and Relocation Plan are to: (1) continue conducting fish rescue operations to provide further data for assessing the effectiveness of avoidance and minimization measures; and (2) quantify the amount of incidental take occurring as a result of dry dock operations conducted during periods when listed fish species are most sensitive. This monitoring plan will remain in effect for the duration of the CDFW ITP, which expires April 30, 2017.

3.0 PROTOCOL

This Fish Rescue and Relocation Plan incorporates measures outlined in the CDFW ITP, NMFS Biological Opinion (issued July 22, 2010), USFWS Biological Opinion (issued May 14, 2010), and CDFW recommendations. Each fish rescue and relocation event varies in the conditions encountered in the dry dock (i.e. quantity of sediment in the dry dock, amount of debris/trash, placement of support pillars for each vessel, etc.). The uncertainty of physical conditions encountered in the bottom of the dry dock, along with the number of fish encountered during rescue work, can result in wide a variation in the duration of time required to conduct the work. While specific fish salvage activities are dictated by onsite conditions and the best judgment of the Designated Biologist(s), the following procedures are employed for each fish salvage event.

Notification

MIDD will notify the Resources Agencies¹ at least one week prior to each fish salvage event in order to provide an opportunity for Resource Agency staff to observe the activities. In the event that an emergency evolution is required (i.e. vessel taking on water and in need of repair), a one week notice will not be possible; however notification of a fish salvage will be provided to Resource Agency staff to the greatest extent of time feasible. The MIDD will allow any Resource Agency employee(s) or any other person(s) designated by the Resource Agencies, to accompany field personnel to visit the dry dock facilities during the fish salvage and related activities.

Monitoring

A Designated Representative will be on-site daily while dry dock operations are taking place to minimize take of the Covered Species and to check for compliance with all mitigation and avoidance measures. These inspections will be compiled into a Monthly Compliance Report and submitted to CDFW at the office listed below or via e-mail to CDFW's Regional Representative. If no activities take place during a given month, MIDD will provide a letter stating such and submit it to CDFW's Bay Delta Region Office. The Designated Representative will record times of the following events which will be provided in the event report or in a monthly report, if no event occurs:

1. Start of dock flood
2. Complete dock flood
3. Deployment of dynamic barrier
4. Activation of bubble curtain

¹ In this document "Resource Agencies" refers to National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS), and California Department of Fish and Wildlife (CDFW).

5. Caisson removed
6. Ship enters/leaves dock
7. Caisson in place and ship ballasted
8. Start of dewatering
9. Start of fish rescue and relocation
10. Completion of dock dewatering

A Designated Biologist(s) will be on-site during all fish rescue and relocation activities to: minimize incidental take of the Covered Species; and conduct/oversee fish rescue and relocation operations. MIDD will provide the name and qualifications of Designated Biologist(s) to the Resource Agencies for approval. Only an approved biologist will lead fish rescue and relocation efforts. The Designated Biologist will be responsible for training staff participating in the fish rescue and relocation. The Designated Biologist shall directly oversee all collection, measurement, and relocation activities.

All personnel involved with fish rescue and relocation activities will be thoroughly trained by the Designated Biologist to ensure proper handling of fish. Training will include:

1. Identification of endangered/threatened species
2. Herding processes including movement of fish barrier to head of dry dock to concentrate fish for collection by net capture.
3. Netting capture process and precautions
4. Transfer to holding containers
5. Transfer to Mare Island Channel
6. Collection and handling of carcasses

Periods When Level I and Level II Fish Rescue Will Occur

Level I fish rescue and relocation activities will occur during each dewatering event between December 1 and May 31. During this period of time, deterrence measured identified in the CDFW ITP – which include the exterior dynamic barrier net and bubble curtain deterrence system, will be operated when the dry docks are filled, and whenever the caisson door is removed.

Between June 1 through November 30, a Level II fish rescue will occur. During this period, a biologist will be onsite to monitor the final stage of dewatering events. The June 1 through November 30 work window corresponds with the dry season and period of time inwater work typically occurs within the San Francisco Bay region. For a Level II fish rescue, a biologist will be onsite to inspect and monitor the final 16 to 24 inches of dewatering. If a large green sturgeon, white sturgeon, Chinook salmon or steelhead fish (18 inches plus) is identified in the dock; the biologist will conduct a targeted salvage effort for the individual fish. The fish will be netted, measured, and relocate back to Mare Island Channel. During this period, no additional fish salvage activity will occur as long as the dynamic barrier and bubble curtain system are operated. In the event that the bubble curtain deterrence system does not operate (i.e. mechanical malfunction), a Level I fish salvage will occur.

Level I Fish Rescue and Relocation Procedures

Fish rescue and relocation will occur when the water level within the dry dock falls to a depth of approximately 16 to 24 inches. Seine nets will be used to corral and capture fish in the dry dock by dragging nets across the width of the dry dock. After each seine pull, captured fish will be relocated via buckets to aerated containers. The temporary holding buckets allow excess

sediment to be removed from fish prior to introducing them to the aerated holding containers. Where applicable, block nets with 1/8 inch mesh will be used to exclude fish from drain locations during fish rescue activities. In addition to the use of various sized seine nets and block nets, long handled dipnets will be used by biologists to collect fish in locations not accessible to seines.

Electrofishing, if used, will be performed by a qualified biologist and conducted according to the *NMFS Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act, June 2000*. Staff qualifications will be submitted to NMFS for approval prior to conducting electrofishing. Due to the variation in specific conductivity of water entering the dry docks, the quantity of metal within the dry docks, and the variation in species composition and size encountered during salvage activities, electrofishing should only be conducted in the event that seining is no longer considered an effective measure for safely collecting and relocating fish from the dry docks.

To avoid predation, the biologists will have at least two containers and segregate small fish from larger age classes and other potential aquatic predators. Special status and native species will be kept in separate aerated coolers from non-native species. ESA-listed fish will be handled with extreme care and kept in water to the maximum extent possible during rescue activities. All captured fish will be kept in cool, shaded, aerated water protected from excessive noise, jostling, or overcrowding, and fish handling will be minimized to the greatest extent possible. Captured salmonids and green sturgeon will be relocated as soon as possible to suitable locations in Mare Island Channel.

A siphon consisting of approximately 100 feet 3/4-inch hose will be used to deliver clean water from Mare Island Channel into designated areas in the dry dock. The siphon will provide a constant controlled flow of clean water which will be used to refresh water in the aerated coolers and provide replacement water for the transfer buckets. This will provide cooler and cleaner water compared to water available in the dry dock.

Aerated coolers will be moved from the floor of the dry dock to a designated processing station by biologists or the use of a crane. Fish encountered will be recorded, along with length, date, location, gear used, and water temperature. Each species with less than 100 fish encountered (per salvage) will be identified, counted, and measured. For species collected in large numbers (greater than 100 individuals per salvage) the total number of individuals will be counted and a representative sample of 100 individuals will be measured. Once a fish is processed, it will be released back into Mare Island Channel. Special status and native species will be processed and released prior to the processing of non-native species. The presence of disease or parasites on, or injury to fish will be recorded. An example of a field form used for recording data is included in Appendix A. In addition to biological data, environmental data such as salinity and temperature will also be recorded. Fish rescue efforts will be considered complete after all collected fish are processed and relocated.

Native fish and non-native game fish, including striped bass (*Morone saxatilis*) and American shad (*Alosa sapidissima*), will be rescued and relocated during salvage activities. Non-native fish that are not considered game fish by CDFW will not be relocated to Mare Island Channel during salvage activities. All fish encountered during salvage activities will be identified, counted, and processed as described above.

After the fish rescue effort has been completed, additional dewatering may continue. If additional fish are observed in the dry dock, additional fish rescue activities as described above will be undertaken. Immediately following the dewatering of the dry dock and prior to any

significant demolition or repair work occurring on the dry dock bottom, the biological monitoring staff will inspect the entire dry dock area for fish carcasses. Any carcasses encountered will be collected and processed as described above.

Specimens and Samples

Any special status species collected as deceased during the fish rescue effort will be processed and preserved in accordance with the CDFW ITP, NMFS Biological Opinion, and USFWS Biological Opinion. Carcasses of special status fish collected from the dry docks will be retained, placed in an appropriately-sized sealable plastic bag, labeled with the species name, length, date and location of the collection, and will be frozen as soon as possible. If applicable, 200 proof ethanol will be used to preserve specimens as an alternative to freezing. Samples will be retained by the Designated Biologist(s) for a period of at least one week or until specific instructions are provided by NMFS, whichever occurs first. The MIDD will not transfer biological samples to anyone other than NMFS, USFWS, or CDFW without obtaining prior written approval from the NMFS Santa Rosa Area Office, Supervisor of the Protected Resources Division.

For the purposes of scientific data collection, and to assist with understanding the distribution and timing of various salmonid species within the San Francisco Bay region, otolith and/or tissue samples will be collected of Chinook salmon and steelhead that are encountered in the dry dock during salvage activities. Where feasible, salmonids otoliths will be collected from carcasses and sent to the appropriate laboratory designated by NMFS. For live individuals encountered, fin tissue samples from adult salmonids will be collected prior to release back to Mare Island Channel. Fin tissue samples will only be collected in the event that the individual fish is in sufficient condition and the tissue sample is not anticipated to compromise the survival of the individual. Fin tissue samples will be dried and sent to the appropriate laboratory designated by NMFS.

Reporting

For Level I fish salvage events, reports and an annual summary of fish salvage activity will be provided to NMFS, USFWS, and CDFW. If the fish salvage occurs as part of a series (i.e. a vessel is brought into and then out of the dry dock, resulting in two fish salvage events), a joint report will be prepared. A draft report will be provided to the Resource Agencies within 30 days following completion of a fish rescue and relocation event. A 30-day review period will be in effect for review by the Resource Agencies. After the 30-day review period, comments will be addressed and a final report will be submitted to the Resource Agencies. The written report will include the number of fish collected by species, fish lengths, injuries, mortalities, and number of surviving fish relocated back to Mare Island Channel.

For Level II fish salvage events, a brief memorandum will be prepared if a large fish is encountered. The memorandum will include information on the specie(s), size, and survival. Additional information on abiotic conditions and methodology used for the salvage event will be included. For salvage events where no large native fish are encountered, no reporting summary will be prepared.

If at any point fish salvage activities are considered insufficient or additional data collected warrants a modification in the Fish Rescue and Relocation Plan; Resource Agency Staff and MIDD can meet to determine the appropriate changes warranted. This documented is intended as part of an ongoing adaptive management strategy for operations at the Project Site, and is focused on limiting take of listed species while the facility is operating.

[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A, which is attached hereto, at our office located at **[name and address of financial institution]**.

6. The Certificate shall be completed and signed by an Authorized Representative of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation/Reduction, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An Authorized Representative shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [**expiration date**], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

CERTIFICATE FOR DRAWING

[CDFW Letterhead]

[Date]

[Name and address of financial institution]

Re: Irrevocable Standby Letter of Credit No. **[number issued by financial institution]**

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 of the above-referenced standby letter of credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this certificate as of this ___ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

[Insert one of the following: "Director" **or** "General Counsel" **or** "Regional Manager, **[Name of Regional Office]**" **or** "Chief, Habitat Conservation Planning Branch"]

ATTACHMENT B

CERTIFICATE FOR CANCELLATION/REDUCTION

[*CDFW Letterhead*]

[*Date*]

[*Name and address of financial institution*]

Re: Irrevocable Standby Letter of Credit No. [*number issued by financial institution*]

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife (“CDFW”), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit (“Credit”), hereby certifies to the Issuer that:

1. [*Insert one of the following statements:* “The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit.” **or** “The Applicant has presented documentary evidence of compliance with the following Mitigation Requirement[(s)] referenced in paragraph 3 of the Credit: [*insert brief description of requirement(s) or requirement number(s) completed*].” **or** “The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit.”]
2. [*Insert one of the following statements:* “CDFW therefore requests the cancellation of the Credit.” **or** “CDFW therefore requests a reduction in the Principal Sum in the amount of \$_____, thereby making the new Principal Sum \$_____.”]

Therefore, CDFW has executed and delivered this certificate as of this ____ day of [*month*], [*year*].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

[*Insert one of the following:* “Director” **or** “General Counsel” **or** “Regional Manager, [*Name of Regional Office*]” **or** “Chief, Habitat Conservation Planning Branch”]

State of California - Department of Fish and Wildlife
MITIGATION PAYMENT TRANSMITTAL FORM
 DFW 1057 (REV.05/18/21)

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

<p>1. DATE: _____</p> <p>TO: _____ Regional Manager</p> <p>_____</p> <p>Region Office Address</p>	<p>2. FROM: _____ Name</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Telephone Number/FAX Number</p>
<p>3. RE: _____ Project Name as appears on permit/agreement</p>	

4. AGREEMENT/ACCOUNT INFORMATION: (check the applicable type)

2081 Permit
 Conservation Bank
 2835 NCCP
 1802 Agreement
 1600 Agreement
 Other _____

Project Tracking Number

5. PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ _____ Check No. _____

Account No. _____ Bank Routing No. _____

- a. Endowment: for Long-Term Management Subtotal \$ _____
- b. Habitat Enhancement Subtotal \$ _____
- c. Security:
 - 1. Cash Refundable Security Deposit Subtotal \$ _____
 - 2. Letter of Credit Subtotal \$ _____
 - 1. Financial Institution: _____
 - 2. Letter of Credit Number: _____
 - 3. Date of Expiration: _____

ACCOUNTING OFFICE USE ONLY	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	

Please send this form to asbmitigation@wildlife.ca.gov