



**California Department of Fish and Wildlife
Bay Delta Region 3
2825 Cordelia Road, Suite 100
Fairfield, CA 94534**

California Endangered Species Act
Incidental Take Permit No. 2081-2024-054-03

LAGUNITAS CREEK BRIDGE REPLACEMENT PROJECT (EA OG642)

I. 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 However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4.)

Permittee:	California Department of Transportation
Principal Officer:	Ronald Sangalang, P.E., Project Manager
Contact Person:	Robert Blizzard, Branch Chief, (510) 715-8585
Mailing Address:	111 Grand Avenue, Oakland, CA 94612

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2030**.

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 7.7 of this ITP.

III. Project Location:

The Lagunitas Creek Bridge Replacement Project is located south of the unincorporated Town of Point Reyes Station in Marin County, on State Route (SR) 1 from Post Mile (PM) 28.4 to PM 28.6, within the Inverness U.S. Geological Survey 7.5-minute quadrangle (Township 03 North, Range 09 West, Section 36) (Figure 1). The coordinates are 38.064700°

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.

latitude and -122.805136° longitude (World Geodetic System 1985). The Lagunitas Creek Bridge is north of the “T” intersection of SR 1 and Sir Francis Drake Boulevard.

IV. Project Description:

The Project involves replacement of the existing bridge over Lagunitas Creek with a seismically stable crossing that consists of a three-span concrete bridge (Figure 2). The new bridge will be longer and wider than the existing structure to accommodate safety improvements and construction methods. In addition, widening the roadway and lengthening the top of the triple-box culvert to the north of the bridge will improve safety for pedestrians and other non-motorized users.

During construction, a temporary construction trestle will be needed for non-impact pile driving activities and temporary screens/noise barriers will be used to minimize impacts on adjacent residences and businesses. Permeation grouting will be injected into liquefiable soils within the creek bank to prevent liquefaction during a seismic event that could cause the abutment to be structurally compromised. Permeation grouting will inject approximately 360 cubic yards of cementitious grout into a 1,392-square-foot area of soil to stabilize the material and be approximately 3 to 20 feet deep.

Existing roadside ditches and other drainage features affected by the bridge work and roadway widening will be adjusted or removed and replaced in kind. A gutter system will collect the water from the scuppers and convey it off the structure and into upland areas where it will percolate into soil.

Equipment used to complete bridge construction may include, but is not limited to, the following tools and machinery: drill rigs, pile oscillators, excavators, bulldozers, crane, auxiliary crane, breakers/hammers, concrete saws, shear and concrete mixers, Baker tanks, loaders, dump trucks, pile drivers, vibratory hammers, and pumper trucks.

V. Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u>
1. California freshwater shrimp (<i>Syncaris pacifica</i>)	Endangered ³
2. Coho salmon (<i>Oncorhynchus kisutch</i>)	Endangered ⁴

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

³ See Cal. Code Regs. tit. 14 § 670.5, subd. (a)(1)(A).

⁴ See Cal. Code Regs. tit. 14 § 670.5, subd. (a)(2)(N).

VI. 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 initial site preparation; temporary trestle install; temporary access of heavy equipment; heavy equipment operation; installation and removal of cofferdam; permeation grout installation; handling of stockpiles and stored materials; foot traffic; excavation and grading for infrastructure; trenching; excavation associated with vegetation removal; fill placement; staging area use; and/or relocation activities prescribed by this ITP (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 in-channel excavation, cofferdam installation, dewatering, and Project-related habitat loss. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species from during temporary dewatering, rescue and relocation operations, and monitoring. Relocation could result in mortality, injury, and/or disease transmission to Covered Species. Additional indirect impacts may occur due to minor changes in local drainage patterns, reduced water quality due to increased turbidity, inhibited movement, and potential changes in flow velocities. Removal of vegetation in the riparian habitat will temporarily affect perennial stream habitat by reducing overstory shade, which may reduce habitat quality by increasing water temperatures and lowering dissolved oxygen levels. The areas where authorized take of the Covered Species is expected to occur include: within the Biological Study Area (BSA) encompassing the Project footprint and extends 500 feet beyond the footprint of bridge roadway surface directly over the Lagunitas Creek floodplain between PM 28.4 to PM 28.6 south of Point Reyes Station, an unincorporated area in Marin County (Figure 1) (collectively, the Project Area).

The Project is expected to cause the temporary loss of 0.058 acres of habitat for the 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 incremental contribution to cumulative impacts (indirect impacts). These impacts include: capture and relocation, capture and release during post-construction monitoring, harassment resulting from noise and ground vibration during heavy equipment operation, and increased vulnerability to predation and displacement from preferred habitat.

VII. 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

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this ITP.

VIII. Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking, and noise and vibration generating activities that may/will cause take. 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 Mitigated Negative Declaration (SCH No.: 2015032036) prepared by California Department of Transportation on October 18, 2023, 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 Agreement (Notification No. EPIMS-MAN-55260-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 State Route 1 Lagunitas Creek Bridge Replacement Biological Opinion (Biological Opinion No. 0SESMF00-2014-F-0638-1) 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).

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.

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- 6.2. Designated Biologist(s) and Biological Monitor(s).** Permittee shall submit to CDFW in writing the names, qualifications, business address, contact information noting any species listed in person's current scientific collecting permit in resume form of the Designated Biologist(s) and Biological Monitor(s) with a summary page at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. Authorizations from CDFW for biologists that lack collecting and handling experience may be limited to working under the supervision of more experienced biologists. The Designated Biologist(s) and Biological Monitor(s) 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(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.
- 6.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take.
- 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, 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 prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. 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 for any employees that will be conducting work new to the Project Area.

- 6.5. Construction Monitoring Documentation.** The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction 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 construction-monitoring documentation is available for review at the Project site upon request by CDFW.
- 6.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 6.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 6.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.9. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.
- 6.10. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 6.11. Project Access.** Project-related personnel shall access the Project Area using routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among

other reasons, if additional take of Covered Species will occur as a result of the Project modification.

- 6.12. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of this ITP.
- 6.13. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by Designated 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 and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.14. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 6.15. Refuse Removal.** Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

7. Monitoring, Notification and Reporting Provisions:

- 7.1. 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.
- 7.2. Notification of Non-Compliance.** The Designated Representative shall immediately notify CDFW if 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 follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 7.3. Compliance Monitoring.** The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:

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- (1) minimize incidental take of the Covered Species;
- (2) prevent unlawful take of species;
- (3) check for compliance with all measures of this ITP;
- (4) check all exclusion zones; and
- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

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.

- 7.4. Post-Construction Compliance Report. Within 45 days of Project completion the Designated Representative or Designated Biologist shall compile the observation and inspection records and As-Built Report (Conditions of Approval 4.3 and 4.10) into a 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. The Post-Construction Compliance Report shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Karen Taylor, Senior Environmental Scientist (Specialist) (Karen.Taylor@wildlife.ca.gov), Regional CESA email, R3CESA@wildlife.ca.gov, and Headquarters CESA Program email, CESA@wildlife.ca.gov.
- 7.5. Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every 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 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.
- 7.6. CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within sixty (60) calendar days of the observation and the Designated Biologist shall include

copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.

- 7.7. 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.
- 7.8. Notification of Take or Injury/Damage.** Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured/damaged by a Project-related activity, or if a Covered Species is otherwise found dead or injured/damaged 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. Initial notification shall also be provided to the CDFW Regional Representative is Karen Taylor, Senior Environmental Scientist (Specialist) (Karen.Taylor@wildlife.ca.gov) and Regional CESA email, R3CESA@wildlife.ca.gov. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured/damaged and the ITP Number (2081-2024-054-03). 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, and if possible, provide a photograph, explanation as to cause of take or injury/damage, and any other pertinent information.
- 7.9. Permeation Grouting Requirements.** Permittee shall provide a permeation grouting (PG) monitoring protocol (PG Protocol) at least 30 days prior to permeation grouting activities to be reviewed and concurrence by CDFW. PG Protocol shall identify water quality locations and monitoring frequency, leakage monitoring methodology, best management practices, leakage response actions, and reporting. The PG Protocol shall include the following:
- 7.9.1. Contractor Submittals.** Any Contractor's submittals pertaining to PG (e.g. Shop Drawings, Water Pollution Control, etc.) shall be provided to CDFW for review and concurrence as required in this Agreement. All PG records shall be provided to CDW before the start of each work day for holes completed the previous day that document grout leakage occurrences.

7.9.2. Notification. Permittee shall provide a minimum of 14-day notice to CDFW to coordinate scheduling of permeation grouting activities providing approximate timeline, with begin and end hours number of days of PG, and sequencing to ensure a CDFW staff/representative will be available and present onsite during any and all actions related to permeation grouting. Permittee shall notify CDFW immediately if additional grouting is required.

7.9.3. Water Quality Monitoring. Permittee shall conduct permeation grouting water quality monitoring (e.g. dissolved oxygen (% saturation and mg/L), salinity, specific conductivity, turbidity, pH, and temperature), including identifying sampling equipment used throughout monitoring period, tide direction, and estimated creek flow rate. Water quality locations to be sampled shall be identified and sampled prior to construction, before, during and post-PG injection with cofferdam in place, and post construction (after cofferdam is removed) by a Qualified Biologist. At minimum, post-PG monitoring shall consist of daily for the first seven days, followed by three times per week for the remaining days until water quality levels reach ambient for at least three consecutive days. The PG Protocol shall include sampling methods, locations, frequency, weekly reporting, and adaptive management procedures if leakage is detected.

Cofferdam(s) isolating the PG activity shall remain in place until the water quality demonstrated compliance with baseline ambient conditions for a minimum of three consecutive days.

7.9.4. Leakage Monitoring. The PG Protocol shall include QA/QC measures demonstrating effective means to verify horizontal limits of grouted soil mass to ensure the lateral migration of grout is contained/limited to the proposed ground improvement area, positioning of monitor relative to the channel and grouting operation, modifications to grouting operation that are possible in the field, if required, and ensure the finished bank face and root wad revetment are not penetrated by grout.

Permittee shall delegate one or more Leakage Monitors to solely and continuously monitor the banks and root wad revetment zone during the grouting operation. Unimpeded direct communication between the grouting foreman and Leakage Monitor(s) shall be maintained during the grouting operation. The Leakage Monitor(s) shall have the authorization to immediately stop work if a leak is detected on the banks or in the channel of Lagunitas Creek.

7.9.5. Best Management Practices. The PG Protocol shall outline BMP's (e.g., regular checks of piping and/or hosing carrying grout, pressure and flow monitoring, procedures to ensure unimpeded communication between grouting foreman and Leakage Monitor(s), grout dust management, secondary

containment) to implement prior to preparing, containment, and clean up procedures.

- 7.9.6. Records.** Provide the final Shop Drawings, Supplemental Shop Drawings, Permeation Grouting Records, and test results within seven days of final development of documents. As-built conditions that delineate the completed and accepted PG work shall be shown on the Root Wad Revetment Layout and Permeation Grouting Details sheets and provided to CDFW within 30 days of as-built stamping by the Engineer(s).

- 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:

- 8.1. Work During Dry Weather.** Permittee shall limit Covered Activities to the period between June 1 and October 31, until the expiration of this ITP. Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. No Covered Activities shall occur during a rain event. No Project activities will be started if the associated erosion control measures cannot be completed prior to the onset of precipitation. No Covered Activities shall occur if there is a 40% chance of precipitation or greater in the National Weather Service 72-hour forecast for the Project Area. Covered Activities may continue 24 hours after the rain ceases if there is less than a 40% chance of precipitation in the 24-hour forecast for the Project Area.
- 8.2. Time of Day Work Restriction.** Only 60 nights of work are permitted under this ITP to facilitate the full road closure needed for the bridge replacement. For all other Covered Activities, Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise unless approved by the CDFW Representative in writing. The Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for determining when Covered Activities shall terminate and resume. Nightwork exceptions may be authorized upon written request and written approval with CDFW (via E-Mail). Nightwork requests beyond the 60 nights will require an amendment to this ITP.
- 8.3. Covered Species Checks.** The Designated Biologist shall check the Project Area for any Covered Species, including all standing bodies of water. Permittee shall not commence Covered Activities until the Designated Biologist has conducted a clearance check for Covered Species and any other wildlife that may have entered the Project Area. All Covered Species shall be removed by the Designated Biologist and translocated to a safe location prior to start of construction, as required by Condition of Approval 5.6.

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8.4. Aquatic Decontamination. Prior to conducting Covered Activities within the active channel, the Permittee shall decontaminate equipment to control the spread of aquatic invasive species, including New Zealand mudsnail (*Potamopyrgus antipodarum*), quagga mussel (*Dreissena rostriformis bugensis*), zebra mussel (*Dreissena polymorpha*), and golden mussel (*Limnoperna fortune*). Information on the CDFW Invasive Species Program is available at: <https://www.wildlife.ca.gov/Conservation/Invasives>.

8.5. Dewatering and Diversion. The Permittee shall ensure the following Conditions of Approval are adhered to during Project Area dewatering and diversion:

8.5.1. Cofferdams (e.g. temporary creek diversion systems) shall be constructed of a non-erodible material which does not contain soil or fine sediment. If gravel-filled bags shall be used to construct a dam to isolate the stream from its existing channel and re-direct flows out of the excavation area, bags for gravel will be made of burlap or woven synthetic material. The bags will be of sufficient size and strength to hold a minimum of 1.0 cubic-foot of clean gravel, when they are filled to 50 percent of their full capacity. The durability of the burlap will be rated as 10-ounce burlap. The ties and burlap will be made of natural materials. The gravel-filled revetment will be wrapped in plastic to further seal the flow and prevent entrapment of Covered Species.

8.5.2. Cofferdams and the stream diversion system shall remain in place and functional throughout Lagunitas Creek Bridge work and at minimum 30 days post permeation grout injections. If, the cofferdams or stream diversion fail, Permittee shall repair them immediately.

8.5.3. When the cofferdam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall be allowed to pass downstream of the excavation to maintain aquatic life below the dam. Flow shall be of sufficient quality, quantity and temperature to support fish and other aquatic species both above and below the diversion.

8.5.4. To minimize the potential for Covered Species to be entrained during dewatering activities, Permittee shall establish a Covered Species exclusion barrier and shall place the pump intakes away from complex vegetated banks that may contain habitat for Covered Species. Permittee shall implement the use of a screen in accordance with the National Marine Fisheries Service 1996 *Juvenile Fish Screen Criteria for Pump Intakes*. Screen material may any rigid woven, perforated, or slotted material that provides water passage while physically excluding fish. Round openings in the screen shall not exceed 0.094 inch in diameter, square openings shall not exceed 0.094 inch measured diagonally, and slotted openings shall not exceed 0.069 inch in width. Approach velocity shall not exceed 0.33 foot per second.

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- 8.5.5.** Permittee shall select and install site exclusion methods to ensure that Covered Species cannot re-enter the Project Area or become impinged on exclusion net or screen. The Designated Biologist shall regularly monitor site exclusion.
- 8.5.6.** The Designated Biologist shall monitor dewatering at all times. The Designated Biologist shall reduce the rate of diversion as needed to avoid impacts to Covered Species. The Designated Biologist shall monitor upstream and downstream reaches to ensure no Covered Species are stranded or in distress during reduction of flows.
- 8.5.7.** During excavation, Permittee shall install and maintain check-dams or equivalent sediment control methods as necessary to trap and control sediment-laden water.
- 8.5.8.** Reintroduction of stream flows shall be gradual to the isolated work area to prevent stranding, channel instability, or excessive scour. The Designated Biologist shall monitor upstream and downstream reaches to ensure no Covered Species are stranded or in distress during reintroduction of flows. If conditions causing or contributing to stress and/or injury are observed, Permittee shall take immediate remedial actions directed at lessening sources of stress. This may include a more gradual reintroduction of flows to avoid abrupt water surface elevation changes both downstream and upstream of the Project Area.
- 8.5.9.** In the event that work must be phased, Permittee shall remove all cofferdam material prior to the onset of high flows.
- 8.6.** Covered Species Capture and Relocation. The Permittee shall ensure the following Conditions of Approval are adhered to during Covered Species capture and relocation:
 - 8.6.1.** Covered Species capture and relocation shall be conducted by or under the direct supervision of the CDFW-approved Designated Biologist, as required by Condition of Approval 7.2.
 - 8.6.2.** Prior to the installation of cofferdams and subsequent Covered Activities, the Designated Biologist shall capture and relocate Covered Species to the nearest predetermined release location. Capture and relocation shall commence at the upstream end of the Project, just below the cofferdam, and continue downstream.
 - 8.6.3.** Before capture and relocation of Covered Species, the Designated Biologist shall identify the most appropriate release location(s). Permittee shall submit the proposed release locations to CDFW for review and acceptance prior to commencement of Covered Activities. Release locations shall provide suitable

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habitat for Covered Species and shall be selected to minimize the likelihood of Covered Species reentering the work area.

- 8.6.4.** All dip nets used to capture Covered Species shall be made of a soft braded nylon material that is non-abrasive. Mesh sizing shall be matched to species and the life stages likely encountered.
- 8.6.5.** Relocation activities shall be performed in the morning if maximum daytime air temperatures are expected to exceed 23 °C (~75 °F).
- 8.6.6.** Captured coho salmon must be kept in a closable container in an adequate amount of cool, clean, well-oxygenated water (e.g., a cooler with lid containing stream water and a battery-operated air stone). Water temperature shall be monitored and kept below 18 °C (64.4 °F). If necessary, water shall be cooled with ice without introducing ice-borne chemical contaminants. Transport containers shall have a water volume of no less than five gallons, preferably more. Coho salmon density in the transport container shall not exceed 10 coho salmon (40-80mm) per gallon of water. Collected coho salmon shall not be anesthetized at any point during the rescue operation.
- 8.6.7.** Employees or contractors shall not remove any Covered Species, dead or alive, from the site for personal use. Efforts to reduce the time that live Covered Species are out of the water shall be made to reduce the chances of incidental take during the capture and relocation. All Covered Species are to be promptly returned to the water with the exception of mortality.
- 8.6.8.** Efforts shall be made to reduce capture and handling stress, minimize the time that Covered Species are held in buckets, and minimize handling stress during processing and release. Covered Species shall not be held in containers with other species. Covered Species shall be processed first and relocated 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 Covered Species. Permittee shall provide Covered Species capture data to CDFW in the Compliance Report, as required by Condition of Approval 7.4.
- 8.6.9.** Permittee shall preserve dead individuals by freezing or placing in a sealed container with 10 percent formalin solution. Information on time and exact location of any incidental take, method of take, length of time from death to preservation, water temperature, and any other relevant information will be recorded in writing. Permittee shall contact the CDFW regional representative for instructions on transmitting preserved individuals. Any take of non-Covered Species shall be documented and included in the Post-Construction Compliance Report, as required by Condition of Approval 7.4.

After the Covered Species relocation effort is completed, if additional Covered Species are observed, Permittee shall cease Covered Activities until those individuals have been relocated. The Designated Biologist shall remain at the site during Covered Activities to capture and relocate additional Covered Species as necessary.

8.7. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 7.8. Notification shall include the name of the facility where the animal was taken.

9. Habitat Management and Restoration/Enhancement: CDFW has determined that protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from 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 protected acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall: (1) install on-site approximately 155 linear feet along both banks of impacted Covered Species habitat, as required by Condition of Approval 9.1; (2) restore temporarily impacted riparian habitat and improve overhanging root system; (3) Restoration monitoring period of 10 years; (4) Periodic monitoring reporting throughout the 10-year monitoring period; and (5) invasive plant management throughout the 10-year monitoring period.

Protection and perpetual management of compensatory habitat shall be complete before starting Covered Activities or within 24 months of the effective date of this ITP if Security is provided pursuant to Condition 10 below.

9.1. CDFW has determined that installation of a minimum of 0.093 acres of in-stream habitat for the benefit of the special-status aquatic species and other wildlife in the creation of root wad placement under the bridge and suitable overhanging vegetation habitat enhancements (to providing short- and long-term benefits to Ca freshwater shrimp). Mitigation quantities shall be equal to or greater than the impacts to habitat functions and values, including any temporal loss from when impacts occur to the time when restoration becomes fully established and occur along and within the Lagunitas Creek bed and banks and adjacent riparian habitat to restore habitat for both Covered Species.

9.2. Restore temporarily impacted riparian habitat using locally collected willow cuttings, replanting native riparian species, and hydroseeding disturbed soil areas with a locally appropriate, commercially available native seed mix.

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- 9.3. Monitor restoration for 10 years, with a success criteria of 50% native cover compared to reference site and 50% overhanging vegetation through natural, artificial habitat enhancements and/or natural means.
- 9.4. Monitoring reports shall be submitted by December 31, in years 5, 7, 9, and 10 and/or additional years, as applicable. Year 0 is collected as post-construction (as-built survey conditions). The report shall include success criteria milestones as specified in this Agreement. The report shall also include adaptive management that may be necessary to ensure success criteria is met at the Project Site. If success criteria is met, Year 10 report may be incorporated into the Final Mitigation Report pursuant to Condition 7.7.
- 9.5. Throughout the 10-year monitoring period, eradicate or reduce the prevalence of highly invasive species within the Project footprint, such as poison hemlock (*Conium maculatum*), vinca (*Vinca major*), Himalayan blackberry (*Rubus armeniacus*), and English ivy.
- 9.6. Cost Estimates. CDFW has estimated the cost of enhancement, restoration, and monitoring of Covered Species habitat as follows:
 - 9.6.1. Habitat restoration costs for a total of 155 linear feet of channel along both banks as described in Condition of Approval 9.1, estimated at **\$7,000.00**;
 - 9.6.2. Habitat enhancement costs for a total of 155 linear feet of channel upstream of Project Area as described in Condition of Approval 9.1 and 9.2, estimated at **\$3,000.00**;
 - 9.6.3. Restoration within the Lagunitas Creek watershed and management for 10 years as described in Condition of Approval 9.3, estimated at **\$40,000.00**.

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. Master Funding Agreement. Security for this ITP shall be governed by the Master Funding Agreement between the California Department of Fish and Wildlife and the California Department of Transportation, dated September 3, 2021.
- 10.2. Funding Memorandum. Permittee has prepared and CDFW has approved, the project-specific Funding Memorandum required by the Master Funding Agreement and attached to this ITP as Attachment 2.
- 10.3. Security Amount. The Security shall be in the amount of **\$50,000.00** or in the amount identified in Approval 9.6 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.6 above, sufficient for CDFW or its contractors to complete land

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acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

10.4. Funding of the Child Expenditure Authorization (EA). Permittee shall create and fund the Child EA with funds equivalent to the Security Amount.

10.5. Compliance with the Master Funding Agreement. Permittee shall complete all requirements set forth in the Master Funding Agreement and shall at all times comply with the terms and conditions of that Agreement.

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional Mitigation 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.

IX. 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 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.

X. Stop-Work Order:

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order 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, regardless of whether that species is a Covered Species under this ITP. 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 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. 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.

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XI. 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.

XII. Notices:

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 (2081-2024-054-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Erin Chappell, 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:

Karen Taylor, Senior Environmental Scientist (Specialist)
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
(707) 287-2144
Karen.Taylor@wildlife.ca.gov

XIII. Compliance with the California Environmental Quality Act:

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, California Department of Transportation. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in

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LAGUNITAS CREEK BRIDGE REPLACEMENT PROJECT (04-0G642)

the State Route 1 Lagunitas Creek Bridge Project, (SCH No. 2015032036) dated October 18, 2023 that the California Department of Transportation adopted for the Lagunitas Creek Bridge Replacement Project on October 17, 2024. At the time the lead agency adopted the 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 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.

XIV. 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. (See 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 State Route 1 Lagunitas Creek Bridge Project, United States Fish and Wildlife Service Biological Opinion, 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:

- (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) habitat enhancement and restoration; (2) establishment of avoidance zones; (3) worker education; and (4) 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 restoration on-site of approximately 155 linear feet along both banks of impacted Covered Species habitat, 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;

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- (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.

XV. Attachments:

Figure 1	Project Location
Figure 2	Project Elements
Attachment 1	Mitigation Monitoring and Reporting Program
Attachment 2	Master Funding Agreement Funding Memorandum

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

ON 10/14/2025

DocuSigned by:

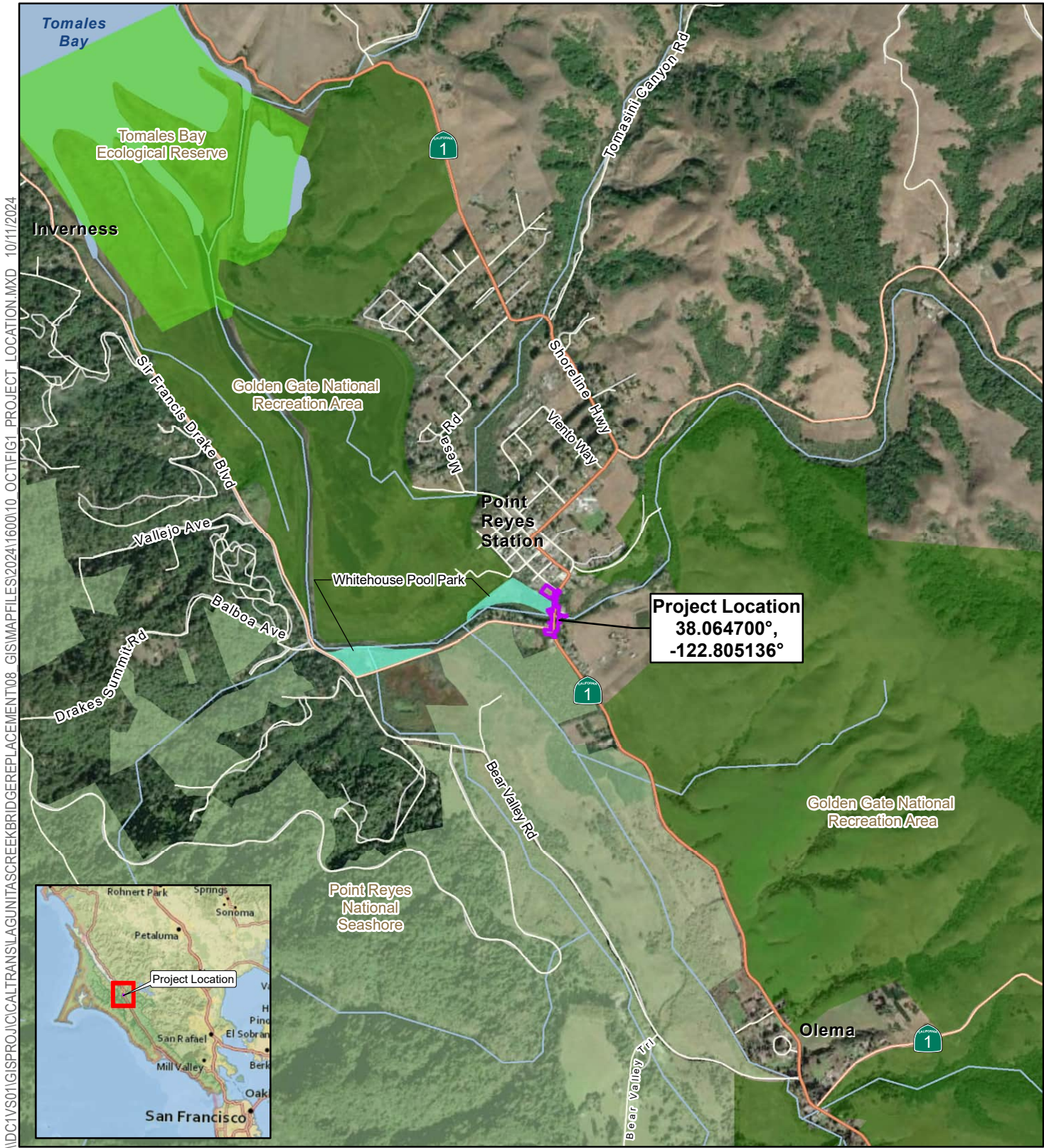
Erin Chappell

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Erin Chappell, Regional Manager
Bay Delta Region

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LAGUNITAS CREEK BRIDGE REPLACEMENT PROJECT (04-0G642)



LEGEND

 Project Footprint

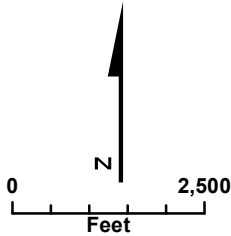
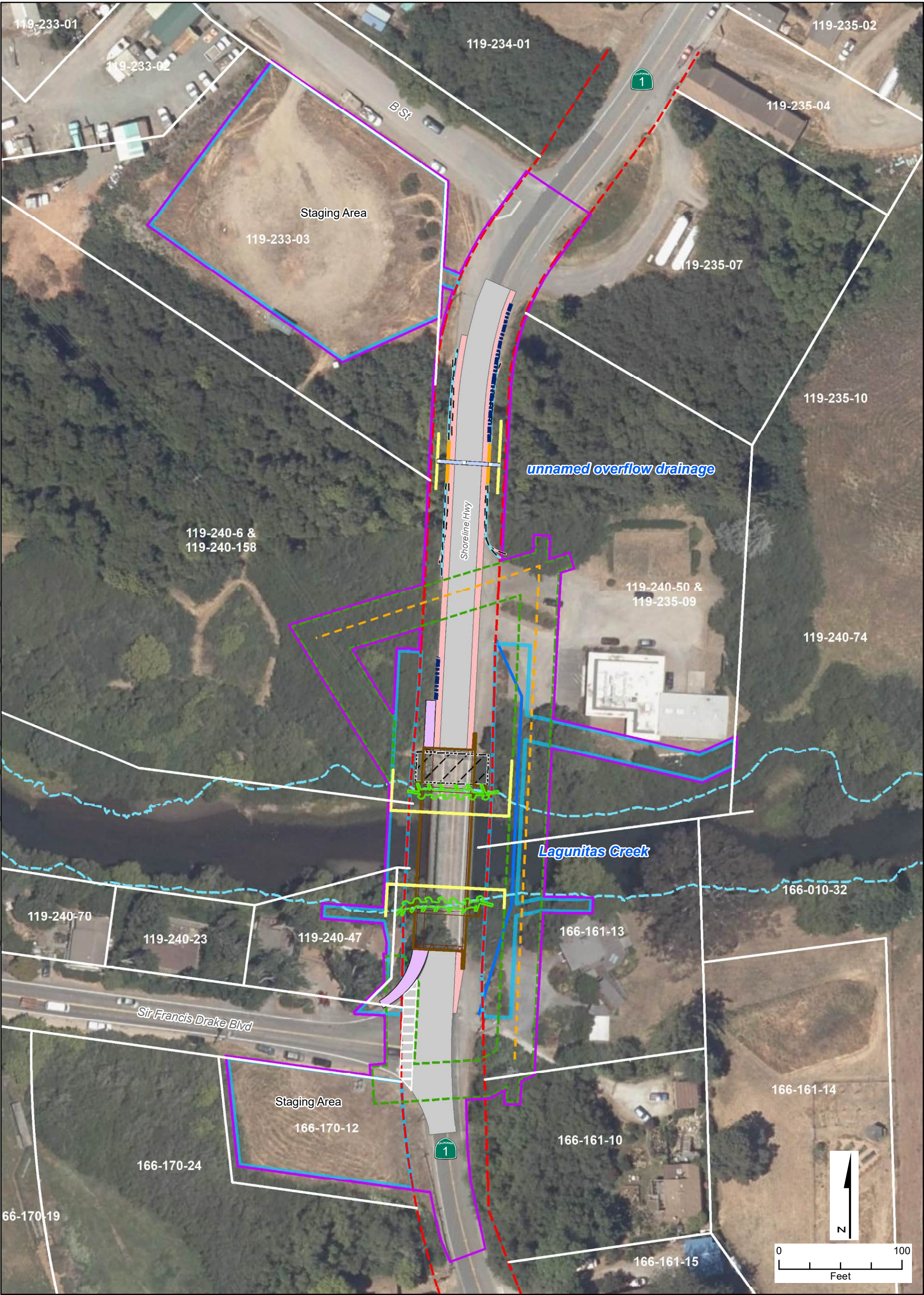


Exhibit A.
Project Location
Marin State Route 1
Lagunitas Creek Bridge Replacement Project
EA 0G642, MRN-1-28.4/28.6

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LEGEND

- | | | | | | |
|--|--------------------------------|--|-----------------------------------|--|--|
| | Caltrans Right of Way | | Paint High Visibility Crossing | | Permeation Grouting |
| | Marin County Parcels | | Sheetpile Cofferdam | | Temporary Utility Easement |
| | Project Footprint (3.08 acres) | | Temporary Water Diversion Pipe | | Temporary Construction Easement |
| | Replace Bridge | | Temporary Water Line Relocation | | Lagunitas Creek Ordinary High Water Mark |
| | Lengthen Culvert | | Temporary Utility Line Relocation | | |
| | Install Rootwad Revetment | | Remove Metal Beam Guardrail | | |
| | Resurface Roadway | | Install Midwest Guardrail System | | |
| | Widen Roadway | | Install Hot Mix Asphalt Dike | | |
| | Construct Sidewalk | | | | |

Imagery Source:
Marin County 2018

Exhibit B.
Project Elements and
Project Footprint
Marin State Route 1
Lagunitas Creek Bridge Replacement Project
EA 0G642, MRN-1-28.4/28.6

Attachment 1

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)
CALIFORNIA ENDANGERED SPECIES ACT
INCIDENTAL TAKE PERMIT NO. 2081-2024-054-03**

PERMITTEE: California Department of Transportation

PROJECT: Lagunitas Creek Bridge Replacement Project

PURPOSE OF THE MMRP

The purpose of this 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 this 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 this 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 this 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 DISTURBING SOIL OR VEGETATION					
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 ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Designated Biologist(s) and Biological Monitor(s). Permittee shall submit to CDFW in writing the names, qualifications, business address, contact information noting any species listed in person's current scientific collecting permit in resume form of the Designated Biologist(s) and Biological Monitor(s) with a summary page at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. Authorizations from CDFW for biologists that lack collecting and handling experience may be limited to working under the supervision of more experienced biologists. The Designated Biologist(s) and Biological Monitor(s) 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(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities	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 prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. 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 for any employees that will be conducting work new to the Project Area.	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
4	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
5	Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities.	ITP Condition # 6.9	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
7	Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.	ITP Condition # 6.10	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

8	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 # 7.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
9	Work During Dry Weather. Permittee shall limit Covered Activities to the period between June 1 and October 31, until the expiration of this ITP. Permittee shall monitor the National Weather Service 72-hour forecast for the Project Area. No Covered Activities shall occur during a rain event. No Project activities will be started if the associated erosion control measures cannot be completed prior to the onset of precipitation. No Covered Activities shall occur if there is a 40% chance of precipitation or greater in the National Weather Service 72-hour forecast for the Project Area. Covered Activities may continue 24 hours after the rain ceases if there is less than a 40% chance of precipitation in the 24-hour forecast for the Project Area.	ITP Condition # 8.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
10	Dewatering and Diversion. The Permittee shall ensure the following Conditions of Approval are adhered to during Project Area dewatering and diversion: Cofferdams (e.g. temporary creek diversion systems) shall be constructed of a non-erodible material which does not contain soil or fine sediment. If gravel-filled bags shall be used to construct a dam to isolate the stream from its existing channel and re-direct flows out of the excavation area, bags for gravel will be made of burlap or woven synthetic material. The bags will be of sufficient size and strength to hold a minimum of 1.0 cubic-foot of clean gravel, when they are filled to 50 percent of their full capacity. The durability of the burlap will be rated as 10-ounce burlap. The ties and burlap will be made of natural materials. The gravel-filled revetment will be wrapped in plastic to further seal the flow and prevent entrapment of Covered Species. Cofferdams and the stream diversion system shall remain in place and functional throughout Lagunitas Creek Bridge work and at minimum 30 days post permeation grout injections. If, the cofferdams or stream diversion fail, Permittee shall repair them immediately. When the cofferdam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall be allowed to pass downstream of the excavation to maintain aquatic life below the dam. Flow shall be of sufficient quality, quantity and temperature to support fish and other aquatic species both above and below the diversion. To minimize the potential for Covered Species to be entrained during dewatering activities, Permittee shall establish a Covered Species exclusion	ITP Condition # 8.5	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

	barrier and shall place the pump intakes away from complex vegetated banks that may contain habitat for Covered Species. Permittee shall implement the use of a screen in accordance with the National Marine Fisheries Service 1996 Juvenile Fish Screen Criteria for Pump Intakes. Screen material may any rigid woven, perforated, or slotted material that provides water passage while physically excluding fish. Round openings in the screen shall not exceed 0.094 inch in diameter, square openings shall not exceed 0.094 inch measured diagonally, and slotted openings shall not exceed 0.069 inch in width. Approach velocity shall not exceed 0.33 foot per second. Permittee shall select and install site exclusion methods to ensure that Covered Species cannot re-enter the Project Area or become impinged on exclusion net or screen. The Designated Biologist shall regularly monitor site exclusion. The Designated Biologist shall monitor dewatering at all times. The Designated Biologist shall reduce the rate of diversion as needed to avoid impacts to Covered Species. The Designated Biologist shall monitor upstream and downstream reaches to ensure no Covered Species are stranded or in distress during reduction of flows. During excavation, Permittee shall install and maintain check-dams or equivalent sediment control methods as necessary to trap and control sediment-laden water. Reintroduction of stream flows shall be gradual to the isolated work area to prevent stranding, channel instability, or excessive scour. The Designated Biologist shall monitor upstream and downstream reaches to ensure no Covered Species are stranded or in distress during reintroduction of flows. If conditions causing or contributing to stress and/or injury are observed, Permittee shall take immediate remedial actions directed at lessening sources of stress. This may include a more gradual reintroduction of flows to avoid abrupt water surface elevation changes both downstream and upstream of the Project Area. In the event that work must be phased, Permittee shall remove all cofferdam material prior to the onset of high flows.				
11	Covered Species Capture and Relocation. The Permittee shall ensure the following Conditions of Approval are adhered to during Covered Species capture and relocation: Covered Species capture and relocation shall be conducted by or under the direct supervision of the CDFW-approved Designated Biologist, as required	ITP Condition # 8.6	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

by Condition of Approval 7.2. Prior to the installation of cofferdams and subsequent Covered Activities, the Designated Biologist shall capture and relocate Covered Species to the nearest predetermined release location. Capture and relocation shall commence at the upstream end of the Project, just below the cofferdam, and continue downstream. Before capture and relocation of Covered Species, the Designated Biologist shall identify the most appropriate release location(s). Permittee shall submit the proposed release locations to CDFW for review and acceptance prior to commencement of Covered Activities. Release locations shall provide suitable habitat for Covered Species and shall be selected to minimize the likelihood of Covered Species reentering the work area. All dip nets used to capture Covered Species shall be made of a soft braded nylon material that is non-abrasive. Mesh sizing shall be matched to species and the life stages likely encountered. Relocation activities shall be performed in the morning if maximum daytime air temperatures are expected to exceed 23 °C (~75 °F). Captured coho salmon must be kept in a closable container in an adequate amount of cool, clean, well-oxygenated water (e.g., a cooler with lid containing stream water and a battery-operated air stone). Water temperature shall be monitored and kept below 18 °C (64.4 °F). If necessary, water shall be cooled with ice without introducing ice-borne chemical contaminants. Transport containers shall have a water volume of no less than 5-gallons, preferably more. Coho salmon density in the transport container shall not exceed 10 coho salmon (40-80mm) per gallon of water. Collected coho salmon shall not be anesthetized at any point during the rescue operation. Employees or contractors shall not remove any Covered Species, dead or alive, from the site for personal use. Efforts to reduce the time that live Covered Species are out of the water shall be made to reduce the chances of incidental take during the capture and relocation. All Covered Species are to be promptly returned to the water with the exception of mortality. Efforts shall be made to reduce capture and handling stress, minimize the time that Covered Species are held in buckets, and minimize handling stress during processing and release. Covered Species shall not be held in containers with other species. Covered Species shall be processed first and relocated 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 Covered Species.				
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	Permittee shall provide Covered Species capture data to CDFW in the Compliance Report, as required by Condition of Approval 7.4. Permittee shall preserve dead individuals by freezing or placing in a sealed container with 10 percent formalin solution. Information on time and exact location of any incidental take, method of take, length of time from death to preservation, water temperature, and any other relevant information will be recorded in writing. Permittee shall contact the CDFW regional representative for instructions on transmitting preserved individuals. Any take of non-Covered Species shall be documented and included in the Post-Construction Compliance Report, as required by Condition of Approval 7.4. After the Covered Species relocation effort is completed, if additional Covered Species are observed, Permittee shall cease Covered Activities until those individuals have been relocated. The Designated Biologist shall remain at the site during Covered Activities to capture and relocate additional Covered Species as necessary.				
12	Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 7.8. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 8.7	Before commencing ground- or vegetation-disturbing activities	Permittee	
13	Habitat Management and Restoration/Enhancement: CDFW has determined that protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from 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 protected acreage required to provide for adequate compensation. To meet this requirement, the Permittee shall: (1) install on-site approximately 155 linear feet along both banks of impacted Covered Species habitat, as required by Condition of Approval 9.1; (2) restore temporarily impacted riparian habitat and improve overhanging root system; (3) Restoration monitoring period of 10 years; (4) Periodic monitoring reporting throughout the 10-year monitoring period; and (5) invasive plant management throughout the 10-year monitoring period. Protection and perpetual management of compensatory habitat shall be complete before starting Covered Activities or within 24 months of the	ITP Condition # 9	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	effective date of this ITP if Security is provided pursuant to Condition 10 below.				
14	CDFW has determined that installation of a minimum of 0.093 acres of in-stream habitat for the benefit of the special-status aquatic species and other wildlife in the creation of root wad placement under the bridge and suitable overhanging vegetation habitat enhancements (to providing short- and long-term benefits to Ca freshwater shrimp). Mitigation quantities shall be equal to or greater than the impacts to habitat functions and values, including any temporal loss from when impacts occur to the time when restoration becomes fully established and occur along and within the Lagunitas Creek bed and banks and adjacent riparian habitat to restore habitat for both Covered Species.	ITP Condition # 9.1	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
15	Restore temporarily impacted riparian habitat using locally collected willow cuttings, replanting native riparian species, and hydroseeding disturbed soil areas with a locally appropriate, commercially available native seed mix.	ITP Condition # 9.2	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
16	Monitor restoration for 10 years, with a success criteria of 50% native cover compared to reference site and 50% overhanging vegetation through natural, artificial habitat enhancements and/or natural means.	ITP Condition # 9.3	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
17	Monitoring reports shall be submitted by December 31, in years 5, 7, 9, and 10 and/or additional years, as applicable. Year 0 is collected as post-construction (as-built survey conditions). The report shall include success criteria milestones as specified in this Agreement. The report shall also include adaptive management that may be necessary to ensure success criteria is met at the Project Site. If success criteria is met, Year 10 report may be incorporated into the Final Mitigation Report pursuant to Condition 7.7.	ITP Condition # 9.4	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	Throughout the 10-year monitoring period, eradicate or reduce the prevalence of highly invasive species within the Project footprint, such as poison hemlock (<i>Conium maculatum</i>), vinca (<i>Vinca major</i>), Himalayan	ITP Condition	Before commencing ground- or vegetation- disturbing	Permittee	

	blackberry (<i>Rubus armeniacus</i>), and English ivy.	# 9.5	activities (or within 18 months of issuance of the ITP if Security is provided)		
19	Cost Estimates. CDFW has estimated the cost of enhancement, restoration, and monitoring of Covered Species habitat as follows: Habitat restoration costs for a total of 155 linear feet of channel along both banks as described in Condition of Approval 9.1, estimated at \$7,000.00; Habitat enhancement costs for a total of 155 linear feet of channel upstream of Project Area as described in Condition of Approval 9.1 and 9.2, estimated at \$3,000.00; Restoration within the Lagunitas Creek watershed and management for 10 years as described in Condition of Approval 9.3, estimated at \$40,000.00.	ITP Condition # 9.6	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
20	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: Master Funding Agreement. Security for this ITP shall be governed by the Master Funding Agreement between the California Department of Fish and Wildlife and the California Department of Transportation, dated September 3, 2021. Funding Memorandum. Permittee has prepared and CDFW has approved, the project-specific Funding Memorandum required by the Master Funding Agreement and attached to this ITP as Attachment 2. Security Amount. The Security shall be in the amount of \$50,000.00 or in the amount identified in Approval 9.6 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.6 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring. Funding of the Child Expenditure Authorization (EA). Permittee shall create and fund the Child EA with funds equivalent to the Security Amount. Compliance with the Master Funding Agreement. Permittee shall complete all requirements set forth in the Master Funding Agreement and shall at all times comply with the terms and conditions of that Agreement. Even if Security is provided, the Permittee must complete the required	ITP Condition # 10	Before commencing ground- or vegetation- disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional Mitigation 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.				
DURING CONSTRUCTION					
21	Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take.	ITP Condition # 6.3	Entire Project	Permittee	
22	Construction Monitoring Documentation. The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction 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 construction-monitoring documentation is available for review at the Project site upon request by CDFW.	ITP Condition # 6.5	Entire Project	Permittee	
23	Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 6.8	Entire Project	Permittee	
24	Project Access. Project-related personnel shall access the Project Area using routes identified in the Project Description and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall	ITP Condition # 6.11	Entire Project	Permittee	

	restrict Project-related vehicle traffic to established roads, staging, and parking areas. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.				
25	Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.11 of this ITP.	ITP Condition # 6.12	Entire Project	Permittee	
26	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by Designated 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 and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.13	Entire Project	Permittee	
27	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 6.14	Entire Project	Permittee	
28	Notification of Non-Compliance. The Designated Representative shall immediately notify CDFW if 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 follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.	ITP Condition # 7.2	Entire Project	Permittee	
29	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;	ITP Condition # 7.3	Entire Project	Permittee	

	(3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. 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.				
30	Post-Construction Compliance Report. Within 45 days of Project completion the Designated Representative or Designated Biologist shall compile the observation and inspection records and As-Built Report (Conditions of Approval 4.3 and 4.10) into a 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. The Post-Construction Compliance Report shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Karen Taylor, Senior Environmental Scientist (Specialist) (Karen.Taylor@wildlife.ca.gov), Regional CESA email, R3CESA@wildlife.ca.gov, and Headquarters CESA Program email, CESA@wildlife.ca.gov.	ITP Condition # 7.4	Entire Project	Permittee	
31	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every 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 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.	ITP Condition # 7.5	Entire Project	Permittee	
32	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within sixty (60) calendar days of the observation and	ITP Condition	Entire Project	Permittee	

	the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	# 7.6			
33	Notification of Take or Injury/Damage. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured/damaged by a Project-related activity, or if a Covered Species is otherwise found dead or injured/damaged 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. Initial notification shall also be provided to the CDFW Regional Representative is Karen Taylor, Senior Environmental Scientist (Specialist) (Karen.Taylor@wildlife.ca.gov) and Regional CESA email, R3CESA@wildlife.ca.gov. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured/damaged and the ITP Number (2081-2024-054-03). 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, and if possible, provide a photograph, explanation as to cause of take or injury/damage, and any other pertinent information.	ITP Condition # 7.8	Entire Project	Permittee	
34	Permeation Grouting Requirements. Permittee shall provide a permeation grouting (PG) monitoring protocol (PG Protocol) at least 30 days prior to permeation grouting activities to be reviewed and concurrence by CDFW. PG Protocol shall identify water quality locations and monitoring frequency, leakage monitoring methodology, best management practices, leakage response actions, and reporting. The PG Protocol shall include the following: Contractor Submittals. Any Contractor's submittals pertaining to PG (e.g. Shop Drawings, Water Pollution Control, etc.) shall be provided to CDFW for review and concurrence as required in this Agreement. All PG records shall be provided to CDW before the start of each work day for holes completed the previous day that document grout leakage occurrences. Notification. Permittee shall provide a minimum of 14-day notice to CDFW to coordinate scheduling of permeation grouting activities providing approximate timeline, with begin and end hours number of days of PG, and sequencing to ensure a CDFW staff/representative will be available and present onsite during any and all actions related to permeation grouting. Permittee shall notify CDFW immediately if additional grouting is required. Water Quality Monitoring. Permittee shall conduct permeation grouting water quality monitoring (e.g. dissolved oxygen (% saturation and mg/L), salinity, specific conductivity, turbidity, pH, and temperature), including identifying	ITP Condition # 7.9	Entire Project	Permittee	

sampling equipment used throughout monitoring period, tide direction, and estimated creek flow rate. Water quality locations to be sampled shall be identified and sampled prior to construction, before, during and post-PG injection with cofferdam in place, and post construction (after cofferdam is removed) by a Qualified Biologist. At minimum, post-PG monitoring shall consist of daily for the first seven days, followed by three times per week for the remaining days until water quality levels reach ambient for at least three consecutive days. The PG Protocol shall include sampling methods, locations, frequency, weekly reporting, and adaptive management procedures if leakage is detected. Cofferdam(s) isolating the PG activity shall remain in place until the water quality demonstrated compliance with baseline ambient conditions for a minimum of three consecutive days. Leakage Monitoring. The PG Protocol shall include QA/QC measures demonstrating effective means to verify horizontal limits of grouted soil mass to ensure the lateral migration of grout is contained/limited to the proposed ground improvement area, positioning of monitor relative to the channel and grouting operation, modifications to grouting operation that are possible in the field, if required, and ensure the finished bank face and root wad revetment are not penetrated by grout. Permittee shall delegate one or more Leakage Monitors to solely and continuously monitor the banks and root wad revetment zone during the grouting operation. Unimpeded direct communication between the grouting foreman and Leakage Monitor(s) shall be maintained during the grouting operation. The Leakage Monitor(s) shall have the authorization to immediately stop work if a leak is detected on the banks or in the channel of Lagunitas Creek. Best Management Practices. The PG Protocol shall outline BMP's (e.g., regular checks of piping and/or hosing carrying grout, pressure and flow monitoring, procedures to ensure unimpeded communication between grouting foreman and Leakage Monitor(s), grout dust management, secondary containment) to implement prior to preparing, containment, and clean up procedures. Records. Provide the final Shop Drawings, Supplemental Shop Drawings, Permeation Grouting Records, and test results within seven days of final development of documents. As-built conditions that delineate the completed and accepted PG work shall be shown on the Root Wad Revetment Layout and Permeation Grouting Details sheets and provided to CDFW within 30 days of as-built stamping by the Engineer(s).				
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35	Time of Day Work Restriction. Only 60 nights of work are permitted under this ITP to facilitate the full road closure needed for the bridge replacement. For all other Covered Activities, Permittee shall terminate all Covered Activities 30 minutes before sunset and shall not resume Covered Activities until 30 minutes after sunrise unless approved by the CDFW Representative in writing. The Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for determining when Covered Activities shall terminate and resume. Nightwork exceptions may be authorized upon written request and written approval with CDFW (via E-Mail). Nightwork requests beyond the 60 nights will require an amendment to this ITP.	ITP Condition # 8.2	Entire Project	Permittee	
36	Covered Species Checks. The Designated Biologist shall check the Project Area for any Covered Species, including all standing bodies of water. Permittee shall not commence Covered Activities until the Designated Biologist has conducted a clearance check for Covered Species and any other wildlife that may have entered the Project Area. All Covered Species shall be removed by the Designated Biologist and translocated to a safe location prior to start of construction, as required by Condition of Approval 5.6.	ITP Condition # 8.3	Entire Project	Permittee	
37	Aquatic Decontamination. Prior to conducting Covered Activities within the active channel, the Permittee shall decontaminate equipment to control the spread of aquatic invasive species, including New Zealand mudsnail (<i>Potamopyrgus antipodarum</i>), quagga mussel (<i>Dreissena rostriformis bugensis</i>), zebra mussel (<i>Dreissena polymorpha</i>), and golden mussel (<i>Limnoperna fortunei</i>). Information on the CDFW Invasive Species Program is available at: https://www.wildlife.ca.gov/Conservation/Invasives .	ITP Condition # 8.4	Entire Project	Permittee	
POST-CONSTRUCTION					
38	Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 6.15	Post-construction	Permittee	
39	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	ITP Condition # 7.7	Post-construction and after completion of mitigation	Permittee	

	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.				
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MASTER FUNDING AGREEMENT

This MASTER FUNDING AGREEMENT (AGREEMENT) is made by and between the California Department of Transportation (CALTRANS) and California Department of Fish and Wildlife (CDFW). CALTRANS and CDFW shall be collectively referred to herein as the "PARTIES" and individually as a "PARTY."

RECITALS

1. CALTRANS intends to construct future transportation projects for the State Highway System (individually a "PROJECT" and collectively "PROJECTS"). Pursuant to California Fish and Game Code sections 2080.1 and 2081, CDFW can issue CALTRANS, respectively, a Consistency Determination or an Incidental Take Permit for CALTRANS PROJECTS. The Incidental Take Permit and/or Consistency Determination are hereinafter referred to individually as a "TAKE AUTHORIZATION" and collectively as "TAKE AUTHORIZATIONS."
2. CDFW's issuance of TAKE AUTHORIZATIONS for CALTRANS PROJECTS is conditioned on CALTRANS implementing certain mitigation and monitoring measures and requirements hereinafter referred to collectively as "MITIGATION REQUIREMENTS."
3. Unless CALTRANS satisfies the MITIGATION REQUIREMENTS prior to incurring impacts from a PROJECT, the TAKE AUTHORIZATIONS require that CALTRANS set aside funds to satisfy the cost CDFW has determined will be necessary to satisfy the MITIGATION REQUIREMENTS for the PROJECT, in the event of a default by CALTRANS. These funds shall be referred to herein as "SECURITY FUNDS."
4. As set forth in applicable TAKE AUTHORIZATIONS condition(s), CALTRANS is required to establish and maintain the SECURITY FUNDS in an amount, form, and manner acceptable to CDFW.
5. The PARTIES desire to enter into this AGREEMENT to establish the manner in which CALTRANS will maintain SECURITY FUNDS for the proper implementation and completion of MITIGATION REQUIREMENTS for CALTRANS PROJECTS. The specific purpose of and background for this AGREEMENT are included in the summary of CALTRANS' project programming and funding procedures set forth in Exhibit "A," attached hereto and incorporated herein by reference.

OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the PARTIES agree as follows:

1. Effective Date.

This AGREEMENT is effective as of the date CALTRANS and CDFW have executed this AGREEMENT.

2. Funding Memorandum

As a condition to CDFW's issuance of a final TAKE AUTHORIZATION, CALTRANS will provide a completed Funding Memorandum to CDFW in the form of Exhibit "B," attached hereto and incorporated herein by reference, to document the manner in which CALTRANS will provide SECURITY FUNDS (the "FUNDING MEMORANDUM"). The FUNDING MEMORANDUM will include the following:

- A. The name of the project;
- B. A brief project description;
- C. The incidental take permit number or consistency determination number;
- D. The CALTRANS parent project expense authorization (EA) number;
- E. The CALTRANS child project EA (Child EA) number;
- F. The estimated costs of the MITIGATION REQUIREMENTS; and
- G. The total amount required for the SECURITY FUNDS
- H. Subject to the Budget Act provisions of this AGREEMENT, a statement that the funds have been budgeted, as well as allocated, and will not be re-allocated to another element of the PROJECTS, or to other PROJECTS, or for any other purpose.

3. Process for CALTRANS SECURITY FUNDS.

- A. In order to meet the SECURITY FUNDS requirement of the TAKE AUTHORIZATIONS, CALTRANS shall create and program a separate and unique project expense authorization identified as a "Child EA" which is more fully described in Exhibit "A." After the Child EA is established, CALTRANS will transfer the SECURITY FUNDS, once allocated for PROJECTS, to the Child EA.
- B. CALTRANS agrees to use the SECURITY FUNDS in the Child EA exclusively to satisfy MITIGATION REQUIREMENTS required by TAKE AUTHORIZATIONS.
- C. In the event CDFW determines that CALTRANS is not satisfying MITIGATION REQUIREMENTS, the PARTIES will resolve any issues through the internal dispute resolution process described in Exhibit "C," attached hereto and incorporated herein by reference.
- D. CDFW acknowledges and agrees that the provisions of this AGREEMENT constitute advance written approval of a security form by CDFW's Office of the General Counsel for all CALTRANS TAKE AUTHORIZATIONS statewide.
- E. If after exhausting the internal resolution process described in Exhibit "C." the PARTIES fail to resolve issues relating to MITIGATION REQUIREMENTS and SECURITY FUNDING, CDFW will notify CALTRANS, in writing, of its intent to obtain the unused remaining

SECURITY FUNDS, and CALTRANS shall take all necessary actions to transfer all remaining, unencumbered SECURITY FUNDS to CDFW within 45 days.

F. CDFW and CALTRANS will work together in good faith until MITIGATION REQUIREMENTS are completed. CALTRANS will follow processes described in Exhibit "A" to program additional funds, if needed, to complete MITIGATION REQUIREMENTS. In the event CDFW obtains the remaining unencumbered SECURITY FUNDS, pursuant to subsection E above, CALTRANS will work in good faith to provide CDFW with access to any mitigation lands within a CALTRANS right of way or otherwise under the control of CALTRANS, and to facilitate the timely completion of the MITIGATION REQUIREMENTS, and CDFW will work in good faith to obtain all necessary approvals from CALTRANS to access the mitigation lands and complete the MITIGATION REQUIREMENTS in accordance with CALTRANS policies and practices for its lands.

G. If CDFW obtains the remaining unencumbered SECURITY FUNDS, pursuant to subsection E above, and those funds are insufficient to complete the MITIGATION REQUIREMENTS, CALTRANS agrees to replenish the Child EA, and CDFW and CALTRANS agree to meet to identify appropriate sources of funding to replenish the Child EA for the timely completion of the MITIGATION REQUIREMENTS.

4. Budget Contingency Clause

The PARTIES mutually agree that if the Budget Act of the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds for the funding required under this AGREEMENT, this AGREEMENT shall be of no further force and effect. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the FUNDING SECURITY, CALTRANS shall have the option to either terminate this AGREEMENT without liability or offer an AGREEMENT amendment to reflect the reduced amount. In addition, CALTRANS' obligations under this AGREEMENT are subject to Legislative appropriation and allocation by the California Transportation Commission (CTC).

In the event this AGREEMENT is terminated due to the Legislature's failure to appropriate sufficient funds or CALTRANS exercises its option to terminate this AGREEMENT after a reduction or deletion of funds, CALTRANS shall remain responsible for funding and completing the MITIGATION REQUIREMENTS, and CALTRANS and CDFW shall agree to meet and to work in good faith to identify appropriate sources of funding to complete the MITIGATION REQUIREMENTS.

5. Termination

Either PARTY may terminate this AGREEMENT upon sixty (60) days' prior written notice to the other PARTY. The PARTIES agree that, if this AGREEMENT is terminated for any reason, prior to the effective date of the termination CALTRANS shall provide alternative performance security to CDFW, in a form to be approved in advance in writing by CDFW's Office of General Counsel, for all PROJECTS for which the MITIGATION REQUIREMENTS have not been completed.

6. Retention of Records/Audits

The PARTIES shall maintain as public records all books, documents, papers, accounting records and other evidence pertaining to the performance of this AGREEMENT, including but not limited to, the costs of administering this AGREEMENT. The PARTIES shall make such materials available at their respective offices at all reasonable times and for three years from the date CALTRANS has satisfied its MITIGATION REQUIREMENTS and obligations under this AGREEMENT. The PARTIES, State Auditor, Federal Highway Administration, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part), shall have access to any party's books, records, and documents that are pertinent for audits and examinations. Excerpts, transactions, and copies thereof shall be furnished upon request.

7. Applicable laws.

All applicable laws and regulations relating to the use of federal or state funds shall apply notwithstanding other provisions of this AGREEMENT.

8. Amendments

Except as provided in Section 14 regarding Notices, this AGREEMENT may only be amended by written agreement, executed by all PARTIES.

9. Severability

In case any part, term, portion, or provision of this AGREEMENT is or shall be invalid, illegal, or unenforceable, the remaining parts, terms, portions, and provisions shall remain in full force and effect.

10. Miscellaneous

Nothing within the provisions of this AGREEMENT is intended to create duties, or obligations to, or rights in third parties not a party to this AGREEMENT, or to affect the legal liability of either party to the AGREEMENT by imposing any standard of care different from the standard of care imposed by law.

11. Entire Agreement

This AGREEMENT reflects the entire AGREEMENT of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings, statements, representations, and promises.

12. Authority

Each of the PARTIES represents and warrants that each of the persons executing this AGREEMENT on its behalf has full and complete legal authority to do so and thereby binds the party to this AGREEMENT.

13. Counterparts

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. CDFW and CALTRANS agree that digital signatures are acceptable for execution of this AGREEMENT.

14. Notices

Notices made or required under this AGREEMENT shall be directed to the CALTRANS and CDFW representative as follows:

CDFW:

Chad Dibble, Deputy Director
Ecosystem Conservation Division
Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090
916-653-6956
chad.dibble@wildlife.ca.gov

CALTRANS:

Philip J. Stolarski, Chief
Division of Environmental Analysis
Department of Transportation
1120 N St, MS 27
Sacramento, CA 95814
916-206-7254
phil.stolarski@dot.ca.gov

The CALTRANS and CDFW representatives during the term of this AGREEMENT may be changed by advance written notice without the necessity of an amendment to this AGREEMENT.

15. Electronic Signatures.

Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this AGREEMENT and shall have the same force and effect as manual signatures for this AGREEMENT.

“CALTRANS”

STATE OF CALIFORNIA

Department of Transportation

By: 

Director

“CDFW”

STATE OF CALIFORNIA

Department of Fish and Wildlife

By: See following page

Director

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“CALTRANS”

STATE OF CALIFORNIA

Department of Transportation

By: See prior page
Toks Omishakin, Director

“CDFW”

STATE OF CALIFORNIA

Department of Fish and Wildlife

By:  9/3/21
Charlton H. Bonham, Director

EXHIBIT A TO MASTER FUNDING AGREEMENT

CALTRANS PROJECT PROGRAMMING AND FUNDING PROCEDURES

All PROJECTS begin by CALTRANS preparing a Project Initiation Document (PID) that contains a purpose and need statement, defined project scope, capital and support cost estimate for each alternative, and project work-schedule. The cost estimate includes the projected costs of environmental studies, mitigation, and monitoring to meet anticipated MITIGATION REQUIREMENTS. The California Transportation Commission (CTC) then allocates project environmental analysis and preliminary project design funds based upon the project scope and cost estimates in the PID, including costs for anticipated MITIGATION REQUIREMENTS. CALTRANS can then allocate the CTC-approved funds into a programmed Expense Authorization (EA). MITIGATION REQUIREMENTS cost estimates in the PID are preliminary and subject to change, as a project's impacts and required mitigation are not definite until completion of subsequent engineered designs, environmental studies, and consultation with CDFW and other state and federal resource agencies.

The next phase of PROJECTS is the Project Approval and Environmental Document (PA&ED) component in which a Final Project Report and Final Environmental Document are completed. During this phase, CALTRANS studies each alternative and develops appropriate mitigation in consultation with both federal and state resource agencies, including CDFW, to maximize avoidance and minimization and identify effective mitigation. This process and its results are documented in the Final Environmental Document and incorporated into the Project Report. By signing the Final Project Report, the CALTRANS District Director establishes the full project description which integrates the mitigation measures as a commitment of the overall project and verifies that the resources necessary to complete the project and MITIGATION REQUIREMENTS are included in the estimated project costs. The CTC then allocates the appropriate funding for the final design and construction of the project based on the Final Environmental Document and the Final Project Report. Before allocating the funds, however, the CTC determines that the project meets its stated purpose and need and that the funds are sufficient to complete the project, including all commitments for avoidance, minimization, mitigation, and monitoring. These funds are then allocated for the anticipated programming/construction year.

The next phase for PROJECTS in the CALTRANS project development process is the preparation of plans, specifications and estimates (PS&E) necessary for the bidding process. The PS&E package is premised on the decisions and commitments in the Final Environmental Document and Final Project Report. At the completion of the PS&E phase, and prior to listing the contract for bid, the CALTRANS District Environmental Division Chief certifies that the PS&E package incorporates all environmental commitments. At that time, an Environmental Commitment Tracking Record is created to verify compliance with the environmental commitments throughout the life of the project.

As PROJECTS develop and are further evaluated during the PA&ED and PS&E phases, a decision is made regarding whether PROJECTS will result in the take of CESA-listed or candidate species. Plans to avoid, minimize, mitigate, and monitor the CESA-listed species impacts are made through early coordination with CDFW. CALTRANS and CDFW staff determine the preferred mitigation and CALTRANS may include this as a proposal to CDFW in its TAKE AUTHORIZATIONS applications or within the federal ESA consultation for take authorization to be used with TAKE AUTHORIZATIONS. The final project avoidance, minimization, and MITIGATION REQUIREMENTS and SECURITY FUNDS requirements are then delivered in the TAKE AUTHORIZATIONS by CDFW or within the federal ESA take authorization to be used for TAKE AUTHORIZATIONS.

CALTRANS is committed to fulfilling environmental commitments for PROJECTS. This includes programming sufficient resources to meet MITIGATION REQUIREMENTS. MITIGATION REQUIREMENTS may be encountered prior to impacts of CESA-listed species, concurrently with, or beyond project construction within the State's right-of-way or located outside the State's right-of-way.

With approval from the CTC, CALTRANS can apportion funding from a parent project EA and program into a new EA, referred to for accounting purposes as a "Child EA." The Child EA is used for mitigation efforts that require work after CALTRANS has accepted the contract and construction work. The Child EA is programmed to maintain adequate funding for all mitigation acquisition, construction, monitoring, maintenance, and adaptive management activities under TAKE AUTHORIZATIONS issued for the parent project. The unique Child EA establishes a dedicated fund to cover the cost of MITIGATION REQUIREMENTS that extend beyond project completion and acceptance and until CDFW has determined CALTRANS has satisfied the MITIGATION REQUIREMENTS.

When programming and/or funding adjustments are necessary during the life of PROJECTS, the project change control process must be followed by CALTRANS. A request for change is reviewed by CALTRANS Headquarters Management, including the Environmental Division Chief, for consistency with environmental commitments. If the proposed change request includes changing environmental commitments, it must be documented with the consultation and concurrence of the applicable resource agencies, and, if necessary, additional environmental studies and documentation. The changes to project budgets created by the project change control process and the creation and programming of a Child EA must be approved by the CTC.

At the construction phase of PROJECTS, the Resident Engineer monitors the progress of the project including compliance with environmental commitments. Prior to the closure of PROJECTS, the Project Manager with assistance from the district Environmental Construction Liaison reviews all aspects of the PROJECTS for compliance with MITIGATION REQUIREMENTS for TAKE AUTHORIZATIONS. After closure of the primary construction phase of PROJECTS, funding within a Child EA

ensures additional work to complete MITIGATION REQUIREMENTS exists beyond the life of the primary construction contract.

If CDFW has determined that CALTRANS has not met its MITIGATION REQUIREMENTS for TAKE AUTHORIZATIONS, the PARTIES shall use the internal resolution process described in Exhibit "C."

EXHIBIT B TO MASTER FUNDING AGREEMENT
FUNDING MEMORANDUM

1. Name of Project:
2. Brief Description of the Project:
3. Incidental Take Permit Number or Consistency Determination Number:
4. CALTRANS parent project EA and program funding source:
5. CALTRANS Child EA and program funding source:
6. Estimated costs of Mitigation (including monitoring):
7. Total amount for security (combined total of estimated costs of Mitigation and Monitoring):

The funds for this project have been currently budgeted and allocated, for the project as described above. The funds that have been allocated for mitigation and monitoring will not be re-allocated to another element of the project or expended for any purpose other than completing the mitigation and monitoring requirements.

Signature_____

Date _____

Instruction: This form is to be transmitted by CALTRANS to CDFW with each application for an incidental take permit under Fish and Game Code section 2081, and with each request for a Consistency Determination under Fish and Game Code section 2080.1. CALTRANS personnel who signs permit shall also sign this form.

EXHIBIT C TO MASTER FUNDING AGREEMENT

INTERNAL DISPUTE RESOLUTION PROCESS

If at any time CDFW determines that Caltrans is not meeting its MITIGATION REQUIREMENTS for TAKE AUTHORIZATIONS, the PARTIES shall use the following process for resolution.

Stage	Caltrans Staff Title	DFW Staff Title	Duration of stage
1	District Assoc./Environmental Planner (NS)	Senior Environmental Scientist	10 working days
2	District Senior Environmental Planer	Senior ES (Supervisory)	10 working days
3	District Supervisory EP	Environmental Program Manager	10 working days
4	District Principal TP/Deputy Env. Planner	Regional Manager	10 working days
5	District Director/ HQ Environmental Division Chief	HQ Deputy Director for Ecosystem Conservation	10 working days
6	Director	Director	10 working days

At each stage, if the PARTIES reach an impasse and cannot resolve the disputed issue, they will document the issue(s) needing resolution and the reasons for the impasse and notify the group in the next stage of ladder. At each stage of the resolution process, all PARTIES will seek to reach agreement within 10 working days or prepare information for the next stage of resolution until the matter is resolved.