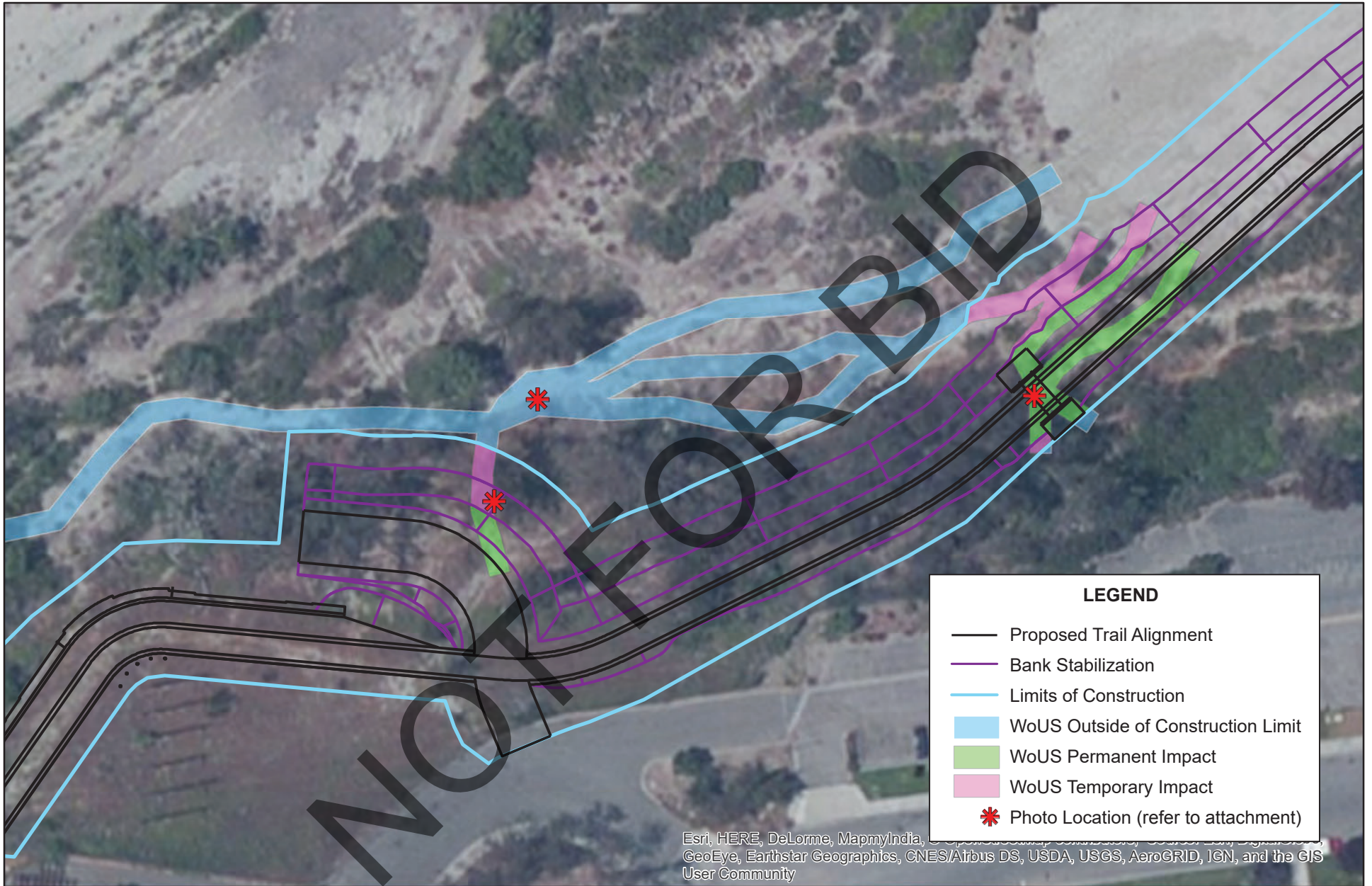


MISSION ZANJA
SART III USACE Impact Maps
San Bernardino, California
Figure 1

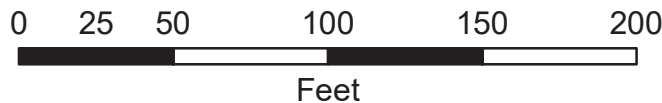


MAINTENANCE RAMP

SART III USACE Impact Maps

San Bernardino, California

Figure 2

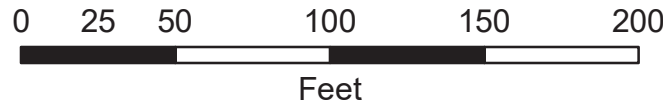


STORM DRAIN EAST OF TIPPECANOE

SART III USACE Impact Maps

San Bernardino, California

Figure 3



STORM DRAIN EAST MOUNTAIN VIEW

SART III USACE Impact Maps

San Bernardino, California

Figure 4

Table 1. SART III - Project Impacts to WoUS

LOCATION	PERMANENT IMPACT (acres)	TEMPORARY IMPACT (acres)	COMBINED PERMANENT AND TEMPORARY IMPACT
1. Mission Zanja	0.0042	0.0244	0.0286
2. Maintenance Ramp	0.0528	0.0360	0.0888
3. Storm Drain East of Tippecanoe	0.0106	0.0766	0.0872
4. Storm Drain East of Mountain View	0.0030	0.0306	0.0336
TOTAL IMPACTS	0.0706	0.1676	0.2382

NOT FOR BID

Enclosure 1: NATIONWIDE PERMIT NUMBER (NWP) 14 Linear Transportation Projects

1. Nationwide Permit (NWP) 14 Linear Transportation Projects Terms:

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

2. General Conditions: The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her

authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will

determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that

the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding

on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- (c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the

activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity’s purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is

located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

3. Regional Conditions for the State of California:

1. The permittee shall submit a pre-construction notification (PCN) for all 2021 NWP's, in accordance with General Condition 32, in the following circumstances:
 - a. Activities involving new bank stabilization that do not incorporate bioengineering techniques. Bioengineering techniques include using live plants alone or in combination with dead or inorganic materials, including rock, sand, or gravel;
 - b. Activities resulting in a discharge of dredged or fill material in waters of the U.S. on Tribal Lands*;
 - c. Activities involving the permanent channelization, realignment, or relocation of streams; and,
 - d. Activities that have the potential to adversely affect Essential Fish Habitat (EFH), as designated by the Pacific Fishery Management Council. The PCN shall include an EFH assessment and analysis of effects of the action on EFH, in accordance with 50 C.F.R. § 600.920 (e). For Federal permittees, if a PCN is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with the Magnuson-Stevens Fishery Conservation and Management Act;
2. In the desert regions of Los Angeles District (USGS Hydrologic Unit Code accounting units: Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002), the use of any NWP resulting in greater than 0.10-acre loss** of wetlands, mudflats, vegetated shallows, or riffle and pool complexes, as defined at 40 CFR Part 230.40-45, is prohibited.
3. In the Los Angeles District, NWP's 29, 39, 42 and 43, and NWP 14 combined with any of those NWP's, cannot authorize a loss** of waters of the United States greater than 0.25 acre Within the Murrieta Creek and Temecula Creek watersheds in Riverside County.
4. In the Los Angeles District, all 2021 NWP's are revoked within the Special Area Management Plans areas of the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California. Additional information is available here: <https://www.spl.usace.army.mil/Missions/Regulatory/Established-LOP-Procedures/>
5. In the Los Angeles District, the permittee shall submit a pre-construction notification (PCN) for all 2021 NWP's, in accordance with General Condition 32, in the following circumstances:
 - a. Activities that would result in a loss** of waters of the United States within the Murrieta and Temecula Creek watersheds in Riverside County, California; and,
 - b. Activities that would result in a loss** of waters of the United States within Santa Clara River watershed in Los Angeles and Ventura County, California, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River; and,
 - c. Activities that would result in a loss** of waters of the United States within all watersheds in the Santa Monica Mountains in Los Angeles and Ventura County, California, bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south; and,

- d. Activities that would result in a loss** of waters of the United States within all perennial waterbodies and special aquatic sites.

* "Tribal Lands" refers to any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

** "Loss" means waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity.

4. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely

written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

5. Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

6. Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource

function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank,

shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river,

or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a “water of the United States.” If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Ecological Services
Palm Springs Fish and Wildlife Office
777 East Tahquitz Canyon Way, Suite 208
Palm Springs, California 92262



In Reply Refer To:
FWS-SB-09B0287-18I0504

Mr. Craig Wentworth
Senior Environmental Planner
Department of Transportation, District 8
464 West Forth Street, 6th Floor
San Bernardino, California 92401

Subject: Informal Section 7 Consultation Request for Santa Ana River Trail Phase III, San Bernardino County, California

Dear Mr. Wentworth:

This letter is in response to your correspondence received December 7, 2017, requesting our concurrence with your determination that construction of Santa Ana River Trail Phase III (Project) is not likely to adversely affect the federally endangered least Bell's vireo (*Vireo bellii pusillus*, vireo), the San Bernardino kangaroo rat (*Dipodomys merriami parvus*, SBKR), and the Santa Ana River woolly-star (*Eriastrum densifolium* subsp. *sanctorum*, woolly-star) in accordance with section 7 of the Endangered Species Act of 1973 (Act), as amended (16 U.S.C. 1531 *et seq.*). The Project is receiving Federal funding through the Federal Highway Administration (FHWA). The California Department of Transportation (Caltrans) has assumed FHWA's National Environmental Policy Act (NEPA) responsibilities for section 7 consultation in accordance with 23 U.S.C. 327, and under authorities identified in the signed NEPA assignment Memorandum of Understanding between FHWA and Caltrans (effective December 23, 2016). The San Bernardino County Department of Public Works is the non-federal applicant for this Project.

This letter is based upon information provided in the *Santa Ana River Trail Phase III Biological Assessment, San Bernardino County, California; 08-SBD-0-STPLR-5954-(083)* (Caltrans 2017), including in-person meetings, electronic correspondence, and phone conversations between our agencies.

In your request for consultation, you determined the Project was not likely to adversely affect vireo and woolly-star. Information provided within the biological assessment identified approximately 0.2 acre of suitable habitat within the biological study area between Mission Zanja Creek and Orange Show Road for both species, but not within the area subject to permanent impacts. The biological assessment also identified suitable vireo habitat adjacent to the trail, with documented historical observations. Surveys for woolly-star within the Project footprint revealed negative presence. Furthermore, as suitable woolly-star habitat is not present within the trail alignment, and conservation measures identified in Section 1.4.5 of the biological assessment include implementing Project actions outside the April 1 to September 1 bird nesting season, we have determined direct and indirect effects to both woolly-star and vireo are unlikely to occur, and the species are not mentioned further in this letter.

The proposed Project is one of four parts of the Santa Ana River Trail system under development within Southern California's Inland Empire. Phase I and II occur between Prado Reservoir and Waterman Avenue in the City of San Bernardino, California. These first two phases have been, or are in the process of being, permitted by the various regulatory agencies. Phase III extends the trail from Waterman Avenue to California Street in Redlands, while Phase IV will begin at California Street and enter the San Bernardino National Forest. Once completed, the greater Santa Ana River Trail system will service 14 incorporated cities in three counties, and reach from the Pacific Ocean to the headwaters of the Santa Ana River in the San Bernardino Mountains, a span of over 100 miles.

As proposed, the Project establishes a 3.8-mile trail, 14 feet wide, on the Santa Ana River's southern bank. With limited exceptions, the trail will consist of a 10-foot wide asphalt pathway, with unimproved, two-foot wide shoulders. To navigate existing transportation facilities, the trail will descend into the Santa Ana River channel to circumvent Waterman Avenue, East Orange Show Road, and South Tippecanoe Avenue. An undercrossing already exists at South Mountain View. To minimize disturbance to the riverbed and native vegetation, trail construction under the roads will be built atop existing slope stabilization material (riprap), with vertical retaining walls used to minimize footprint into existing streambed. For trail user safety, protective side-screens and railings will be installed in the vicinity of road/trail junctions.

At confluence of Mission Zanja Creek and the Santa Ana River, eastward to Orange Show Road, no levee currently exists. To accommodate Project construction, the trail will use the unimproved upper bench on the southern bank of the riverbed. This upper bench falls within the San Bernardino County Flood Control right-of-way. The upper bench alignment will follow existing footpaths and traverse an unimproved staging area, a distance of approximately 0.25 miles. Vegetation in the area consists of patchy Riversidean alluvial fan sage scrub, eucalyptus trees, and non-native grasses, with on-going disturbance from homeless encampments.

To avoid impacts to riparian habitat within Mission Zanja Creek, a 14-foot wide, 100-foot long prefabricated, clear-span steel bridge will be erected on the Creek's upper embankments. The use of a prefabricated bridge will minimize time spent adjacent to riparian habitat. Where the bridge terminates on the Creek's northern embankment, the trail will parallel the railroad. To avoid conflicts with existing rail operations, the trail will circumnavigate the railroad bridge by descending into the Santa Ana River channel. To prevent material from passing trains falling onto trail users, a protective overhead screen will be installed.

Project related disturbance is anticipated to reach approximately 17.5 acres of land disturbance. Of the total area disturbed, 13.6 acres will be temporary construction and staging disturbance and 5.9 acres will be permanent disturbance from trail facilities.

To avoid and minimize impacts to SBKR, Caltrans will implement the following conservation measures for the duration of the Project:

1. A qualified biologist, approved by the Service prior to the onset of ground disturbing activities, will perform a visual pre-construction survey within the construction footprint immediately prior to ground disturbing activities;
2. Temporarily disturbance areas will be restored to their pre-Project condition with a Habitat Management and Monitoring Plan (HMMP) developed to ensure success of restoration. A draft of the HMMP will be provided to the Service prior to the onset of ground disturbing activities;

3. An employee education program for all construction personnel will be developed and implemented by a biologist familiar with SBKR and its habitat. For the life of the Project, each employee (including temporary contractors and subcontractors) will receive a training/awareness program prior to conducting any work on the site;
4. Exclusionary barriers will be placed within the streambed to prevent SBKR from entering temporary impact areas;
5. Prior to ground disturbing activities, under the supervision of a qualified biologist, ESA fencing, stakes, flags, or markers, that are clearly visible to construction personnel on foot and in heavy equipment, will be used to delineate areas of grading, staging, and avoidance for the proposed Project;
6. For actions occurring within the streambed and/or within 200 feet of suitable vireo habitat, Project related actions will occur outside the migratory bird nesting season;
7. Vegetation removed between Mission Zanja Creek and Orange Show Road will be disposed of at a Caltrans approved facility.

Based on the description of the proposed Project, and the implementation of the avoidance and minimization measures included in the biological assessment, we concur with your determination that the proposed Project is not likely to adversely affect the San Bernardino kangaroo rat. The interagency consultation requirements of section 7 of the Act have been satisfied. Although our concurrence ends informal consultation, obligations under section 7 of the Act will be reconsidered if new information reveals effects of the agency action that may affect listed species in a manner or to an extent not previously considered, or this action is subsequently modified in a manner that was not considered in this assessment.

We appreciate the opportunity to review the proposed Projects and the incorporation of measures to avoid effects to listed species. If you have any questions regarding this letter, please contact John M. Taylor of this office at 760-322-2070, extension 418.

Sincerely,

JENNESS
MCBRIDE

 Digitally signed by JENNESS
MCBRIDE
Date: 2018.04.06 15:39:29 -07'00'

for
Kennon A. Corey
Assistant Field Supervisor

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use *Continuation Sheet*, if necessary.)

The Santa Ana River Trail (SART) is a proposed multi-use trail that is planned to extend from the Pacific Ocean, inland to the San Bernardino National Forest. At present, there are no continuous multi-jurisdictional trails in the tri-count area. The County of San Bernardino is proposing to construct SART, phase III within the County of San Bernardino from approximately 400' west of Waterman Avenue to California Street and will extend the SART 3.8 miles closer to the foothills. The project meets the need for a regional non-vehicular trail for regional residents. The project includes construction of the trail, one bridge, and various culvert improvements and access ramps. All work will be conducted within County right of way.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Not Applicable – Caltrans is not the CEQA Lead Agency **Not Applicable – Caltrans has prepared an Initial Study or Environmental Impact Report under CEQA**

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt. Class . (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]

N/A

Print Name: Senior Environmental Planner or Environmental Branch Chief

N/A

Print Name: Project Manager

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA, and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated May 31, 2016, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c)(3)

23 CFR 771.117(d): activity (d)(__)

Activity __ listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated December 23, 2016 and executed by FHWA and Caltrans.

Aaron P. Burton

Print Name: Senior Environmental Planner or Environmental Branch Chief

for **David Lee**

Print Name: Project Manager/DLA Planner

Signature

Date

Signature

Date

Date of Categorical Exclusion Checklist completion: 4/9/2018

Date of ECR or equivalent : 4/9/2018

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

Continued from page 1:

The following studies, checklists and exemptions were prepared during the environmental phase of the project:

- PES: approved 11/17/2008
- Noise Tech Memo: approved 06/28/2011
- AQ Checklist: approved 06/20/2017
- ISA: approved 03/01/2017
- HPSR: approved 12/14/2017
- ASR: approved 12/14/2017
- APE: approved 12/14/2017
- WQAR: approved 03/26/2015
- LHS: approved 03/19/2015
- SFER: approved 03/19/2015
- NES: concurs 10/26/2017
- BA: CT approved 11/28/2017
- BO: USFWS issued 04/06/2018
- JD: concurred 10/23/2017
- 4(f) de minimis: approved 04/22/2015
- CE:

The project will include the measures listed below:

BIO-1: The Public Works Department will restore the temporarily disturbed areas to their pre-construction native condition in a 1:1 mitigation to impact ratio. Additionally, the Public Works Department proposes to utilize the Riverside/Corona RCD, an In-Lieu-Fee entity, to mitigate permanent Project impacts in a 1:1 ratio.

BIO-2: Under the supervision of a biologist, bright orange plastic construction fencing, stakes, flags, or markers that are clearly visible to construction personnel on foot and in heavy equipment will be used to delimit areas of grading, staging, and avoidance for the proposed Project. These markers will be in place prior to Project initiation (that includes any clearing, grubbing, grading, or staging of equipment or vehicles) and will remain in place until all construction activities are finished. Intrusion by construction personnel into adjacent land, outside of the delineated construction envelope, will not be permitted. All construction personnel and equipment will operate only within the clearly delineated limits of grading and construction activities.

BIO-3: Exclusionary barriers will be placed within the streambed to prevent SBKR from entering temporary impact areas.

BIO-4: An employee education program for all construction personnel will be developed and implemented by a biologist familiar with SBKR and its habitat. For the life of the Project, each employee (including temporary contractors and subcontractors) will receive a training/awareness program prior to conducting any work on the site.

For the life of the Project, each employee (including temporary contractors and subcontractors) will receive a training/awareness program prior to conducting any work on the site.

At a minimum, the program will include the following topics:

- 1) biology, conservation, and legal status of the SBKR;

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

2) delineation and flagging of adjacent habitat;

3) limitations on all movement of those employed on site, including ingress and egress of equipment and personnel, to designated construction zones;

4) use of trash containers for disposal and removal of trash; and 5) Project features designed to reduce the impacts to SBKR CH. A fact sheet containing this information shall also be prepared and distributed. The class attendees will be made aware of the definition of take and that at no time are they authorized to handle, move, or take sensitive species. Upon completion of the class, the attendees will sign a form stating that they understand all protection measures. These forms will be filed with the County and will be made available to the regulatory resource agencies upon request.

BIO-5: A qualified biologist will perform a visual pre-construction survey within the construction footprint immediately prior to ground disturbing activities.

BIO-6: The Project will avoid the creation of berms, which may attract SBKR, to minimize potential future impacts to SBKR during maintenance activities.

BIO-7: Unauthorized, public off-road use of the Project area shall be discouraged by posting of signs and by monitoring by the construction crew.

BIO-8: Existing routes of travel and approved access roads will be used to and from construction areas. Cross-country travel by vehicles and equipment will be prohibited.

BIO-9: Trash from construction personnel, especially food items or packaging, will be disposed of in covered containers and removed daily.

BIO-10: The Project will implement stringent stormwater pollution prevention measures during construction and then will implement water quality management of runoff from the trail. All impacts to SASU CH will be avoided.

BIO-11: During construction, if a situation is encountered that could affect a listed species (i.e SBKR) for which a contingency plan of avoidance, removal, relocation or transplant has not been approved by the USFWS, then all activities will cease and the biologist will be notified. The biologist will then contact the appropriate regulatory authority within 24 hours. Construction activities will remain halted until the authority to resume is provided by the County in coordination with the USFWS.

The biologist will have the authority to stop any activity immediately, that is not in compliance with the natural resource regulatory laws or permits secured for the Project. She/he will have the authority to order any reasonable measure to avoid the take of a listed species

BIO-12: Timing of construction will avoid all impacts to sensitive avian species potentially occurring within the Project area. Construction of the undercrossings and of the trail between the BNSF Railroad bridge and Orange Show Road, where existing riparian areas will be impacted, will not occur between April 15 and September 1 which is the timeframe when SWFL migrate into the area, establish territories and potentially breed.

BIO-13: For actions occurring within the streambed and/or within 200 feet of suitable vireo habitat, project related actions will occur outside of the migratory bird nesting season.

BIO-14: Prior to undertaking ground-disturbing activities within the study area, within or immediately adjacent to, Porter-Cologne or CFG Code Section 1600 et.seq. jurisdictional features, San Bernardino

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM
Continuation Sheet

08-SBd-San Bdn Co	N/A	N/A	STPL-5954 (083)
Dist.-Co.-Rte. (or Local Agency)	P.M./P.M.	E.A/Project No.	Federal-Aid Project No. (Local Project)/Project No.

County should consult with the appropriate responsible resource agency (i.e., RWQCB, USACE, and CDFW) to verify delineation results and secure all obligatory discretionary permits/authorizations.

BIO-15: San Bernardino County should develop an informal plan to offset or compensate for impacts to RWQCB and/or CDFW jurisdictional areas to ensure rapid and favorable action during the discretionary permitting process.

BIO-16: Temporarily disturbance areas will be restored to their pre-Project condition with a Habitat Management and Monitoring Plan (HMMP) developed to ensure success of restoration. A draft of the HMMP will be provided to the Service prior to the onset of ground disturbing activities.

BIO-17: Vegetation removed between Mission Zanja Creek and Orange Show Road will be disposed of at a Caltrans approved facility.

CR-1: If buried cultural materials are encountered during the undertaking, it is Caltrans policy that work stop within 60 feet of the discovery until a qualified archaeologist can evaluate the nature and significance of the find.

CR-2: In the event that human remains are found, the county coroner shall be notified and ALL construction activities within 60 feet of the discovery shall stop. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). The person who discovered the remains will contact the District 8 Division of Environmental Planning; Andrew Walters, DEBC: (909)383-2647 and Gary Jones, DNAC: (909)383-7505. Further provisions of PRC 5097.98 are to be followed as applicable.

CR-3: Additional surveys will be required if the project changes to include areas not previously surveyed.

The biologist will have the authority to stop any activity immediately, that is not in compliance with the natural resource regulatory laws or permits secured for the Project. She/he will have the authority to order any reasonable measure to avoid the take of a listed species.

Permits:

- Section 404 Nationwide Permit
- Section 401 Water Quality Certification
- Section 1602 Streambed Alteration Agreement
- NPDES Permit



TEMPORARY RIGHT-OF-ENTRY AGREEMENT

SCRRA FORM NO. 6

SCRRA File No.	
SCRRA Project/Task No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and San Bernardino County (hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near the Southern California Regional Rail 'A' and Santa Ana River Crossing in the City of San Bernardino or in the Unincorporated County of _____ (as such location is more specifically identified above) for the purpose of constructing and maintaining a Class I bike path under existing SCRRA railroad tracks. (as shown on attached drawings).

1. Definitions

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents, successors and assigns.
- C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR) and the BNSF Railway Company.
- D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).
- F. SCRRA Employee-In-Charge (EIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track equipment and who has



the authority to halt work and to remove personnel from the Right-of-Way to assure safe work.

- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Director of Engineering and Construction to provide Contractor training.

2. **References**

When working on the Right-of-Way, the Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. The Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on SCRRA's website at www.metrolinktrains.com (About Us, Engineering and Construction)

- A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.
- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.

3. **Entry onto Right-of-Way**

No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (EIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy of this Form 6 must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

4. **Termination of Agreement**

SCRRA or Member Agency reserves the right to terminate or revoke this temporary Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRA, this temporary Agreement shall extend until access to the Right-of-Way is no longer necessary. In any event, however, the Agreement shall be automatically terminated if or when the insurance that the Contractor is required to maintain hereunder lapses or expires. The Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". The Contractor agrees to notify SCRRA, in writing and orally, when use of the Right-of-Way or work is completed. The Contractor shall also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way

At the request of SCRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.



5. **Indemnification**

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of the Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by the Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of the Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees, and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by the Contractor or its Personnel shall not limit the Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

6. **Assumption of Liability**

To the maximum extent allowed by law, the Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, the Contractor or its personnel in connection with any acts undertaken under or in connection with this Agreement. The Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRA, Member Agency and Operating Railroad transit operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRA or Member Agency. The Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of the Contractor and/or its Personnel. The Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The provisions of this Section shall survive the termination or expiration of this Agreement.



7. **Insurance**

The Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way, the Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if the Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit the Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by the Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of the Contractor or included in Contractor's policy.

Prior to the expiration of any policy, the Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

8. **No Assignment**

The Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. **Compliance by Contractor**

The Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. The Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed such lien.

10. **Safety and Protective/Flagging Services Notification**

The Contractor and his subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, the Contractor shall notify SCRRA's consultant/contractor, to schedule (EIC) Flagging Services. SCRRA has two contractors who provided SCRRA Basic Right-of-way Safety Training and (EIC) Flagging Services, based on Subdivision.

JACOBS ENGINEERING Provides Safety Training and (EIC) Flagging for the following Subdivisions:

- Orange
- Olive
- San Gabriel (this includes the Redlands branch)
- Perris Valley Line (including the Riverside layover if necessary)
- Pasadena
- Rialto
- Shortway



To schedule Safety Training call Mr. Trevor Williams with Jacobs Engineering at (714) 659-1141. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Dale Stuart with Jacobs Engineering at (213) 305-8424 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

RAILPROS Provides Safety Training and (EIC) Flagging for the following Subdivisions:

**Montalvo
Ventura
Valley
River**

To schedule Safety Training call Mr. Chris Nunez with Railpros Engineering at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Darrin Pock with Railpros Engineering at (909) 706-5280 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

11. **SCRRRA Safety and Protective Services**

The Contractor must request and arrange for on-track safety protection satisfactory to SCRRRA in the following circumstances:

- A. When the Contractor's work activities are within the right-of-way of SCRRRA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the right-of-way which, in the opinion of SCRRRA or representative of an SCRRRA Member Agency, may endanger the right-of-way or operations.
- I. When street work and maintenance activities, located within the right-of-way or in the vicinity of



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the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

The Contractor, and his subcontractors, shall complete SCRRRA's Safety Orientation Class, as instructed in Item 10. Upon completion individuals will received a safety sticker which shall be adhered to their hardhat while working on railroad Right-of-Way as proof of completion of safety training.

12. Underground Utilities

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRRA right-of-way. The Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRRA is not a member of DigAlert. The Contractor shall call SCRRRA at (909) 592-1346 a minimum of five days prior to beginning work to mark SCRRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

13. Reimbursement of Costs and Expenditures

The Contractor agrees to reimburse SCRRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRRA EIC and protective services as SCRRRA deems necessary. Contractor agrees to reimburse SCRRRA for all work related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRRA's and Member Agency's representative.

The Contractor agrees to reimburse SCRRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRRA's Schedule of Fees for more information. SCRRRA will charge the Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRRA will charge the Contractor for eight hours minimum if the Contractor cancels SCRRRA services after SCRRRA EIC or SCRRRA Safety Training Officer is on site on the day of the appointment.

The Contractor also agrees to reimburse SCRRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue and (v) alternative method of transportation for passengers. SCRRRA will submit final bills to the Contractor for cost incurred.

SCRRRA will provide the cost of all SCRRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRRA and Member Agency in connection with said work. As the work progresses, SCRRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRRA. SCRRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work,



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any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to the Contractor within a reasonable time.

If the Contractor stop the work in the right-of-way for three months or longer and then plans to resume the work, he/she shall notify SCRRA as per contact information shown in Section 18 prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. The Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving your work area away from the railroad right of way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency (ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by the Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils or hazardous materials is prepared in the Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.

16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve the Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations (Section 5) or assumption of liability obligations (Section 6). Execution of this right of entry does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.



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17. **Emergency Telephone Numbers**

The Contractor must immediately contact SCRRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	(888) 446-9721
Metrolink Chief Dispatcher	(909) 596-3584 or (888) 446-9715
Metrolink Sheriff's Dispatch Center	(323) 563-5280
Signal and Communications Cable Location	(909) 592-1346

18. **Notices**

Except as otherwise provided in this agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this agreement will be in writing, addressed to the parties at their respective addresses as provided below and will be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

SCRRRA: Southern California Regional Rail Authority (SCRRRA)
2558 Supply Street
Pomona, CA 91767
Attn: Mr. Christos Sourmelis - ROW Crossings Coordinator
E-mail: sourmelisc@scrra.net
Office Number: (909) 392-8463

Contractor: Contractor's address is shown on the next page.

19. **California Law/Venue**

This agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.

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The Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

(Name of Contractor)

(Signature)

(Address)

(Print Name)

(Title)

(Telephone)

(Contractor's State License No.)

(Fax)

(Email)

Receipt of the foregoing agreement and certificated of insurance furnished by the Contractor are hereby acknowledged on this _day of _____20 ____.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
ROW Crossings Coordinator

By: _____
Principal Engineer, Project Delivery

[Approved As To Form By Legal Counsel]

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EXHIBIT "A"
INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1 (any auto).
- Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- Course of Construction insurance form providing coverage for "all risks" of loss.
- Property insurance against all risks of loss to any tenant improvements or betterment.
- Contractor's Pollution Liability

2. **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- Course of Construction: Completed value of the project.
- Property Insurance: Full replacement cost with no coinsurance penalty provision.
- Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

3. **Certificate Holder/Additional Insured**

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

- Los Angeles County Metropolitan Trans. Auth. (MTA)
- Burlington Northern Santa Fe Corp. (BNSF)
- Orange County Transportation Authority (OCTA)
- Union Pacific Railroad Company (UPRR)
- Riverside County Transportation Commission (RCTC)
- National Railroad Passenger Corp. (AMTRAK)
- San Bernardino County Transportation Authority (SBCTA)
- Ventura County Transportation Commission (VCTC)

4. **Railroad Protective Liability Insurance**

- Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or



damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.
- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA



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and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- A. SCRRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRRA with original endorsements evidencing coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRRA. All endorsements are to be received and approved by SCRRRA before work commences. As an alternative to SCRRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. **Train Services**

The train traffic information is available on SCRRRA's website at www.metrolinktrains.com (About Us, Engineering and Construction). The following is the direct link to the file.
<http://www.metrolinktrains.com/pdfs/EngineeringConstruction/TrainTrafficDensityExhibitforSCRRASystem.pdf>

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Southern California Regional Rail Authority (SCRRRA)
2558 Supply Street
Pomona, CA 91767
Attn: Mr. Christos Sourmelis - ROW Crossings Coordinator
E-mail: sourmelisc@scrra.net
Office Number: (909) 392-8463



EXHIBIT "B"

CERTIFICATE OF INSURANCE Southern California Regional Rail Authority (SCRRA)	ISSUE DATE (MM/DD/YY)
----------------------------------------------------------------------------------------	-----------------------

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW. COMPANIES AFFORDING COVERAGE COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
INSURED	

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE \$ (Any one person)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUARY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below.
- As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees.
- It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above.
- SCRRA is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against SCRRA.
- Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees.
- The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.

CERTIFICATE HOLDER Southern California Regional Rail Authority (SCRRA) 2558 Supply Street, Pomona, CA 91767 ADDITIONAL INSURED MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR, AMTRAK	AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____
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*Standard and Special Drawings
(Green Pages)*

inserted here

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LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

NOTICE TO RESIDENCE (ENGLISH/SPANISH)

SCRRA METROLINK ENGINEERING STANDARDS:

**ES5105
ES5214-01**

CALTRANS STANDARD PLANS DATED 2023

B3-7A

CALIFORNIA MUTCD 2014 (REVISION 8)

2C-5	2C-13(CA)
9B-1	9B-2(CA)
9B-2	9B-3
9B-4	9C-2
9C-1	CR-A

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NOTICE TO THE RESIDENTS OF MISSION ZANJA – PEDESTRIAN BRIDGE

The San Bernardino County Department of Public Works has contracted with (Company name) for the (type of work) of (name of road) in the (city) area. The construction shall include (detailed description of work).

This work will be performed between the dates of (start date) and (end date).

Normal working hours will be between the hours of _____ A.M. and _____ P.M. Monday through Friday.

There will be “No Parking Signs” posted on your street indicating the specific dates work will be performed on the street. During the time we are working, access to the public will be limited and we ask the following:

1. Do not park your vehicles on the roadway
2. Do not allow water to run on the roadway
3. Do not allow children to play in the roadway
4. Do not place trash cans or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you.

(Company name)

(Company contact name)

(Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920



NOTIFICACIÓN A LOS RESIDENTES DE MISIÓN ZANJA – PEDESTRE PUENTE

El Departmento de Obras Públicas de San Bernardino County, a contratado con (Company name) para (type of work) la calle llamada (name of road) en la ciudad de (city). La construcción va a incluir (detailed description of work).

Este trabajo será hecho entre la fecha de (start date) y (end date). Las horas elegidas para hacer este trabajo serán entre las _____ de la mañana y _____ de la tarde de lunes a viernes.

Habrán letreros indicando que “No Habrá Estacionamiento” en la calle y especificando el horario cuando el trabajo será hecho. Durante el tiempo que estaremos trabajando en la calle, la entrada para el público será limitada y por esta razón pedimos lo siguiente:

1. No estacionen sus vehículos en la calle.
2. No permita que corra el agua hacia la calle.
3. No permita que los niños jueguen en la calle.
4. No ponga los botes de basura o cualquier otra basura en la calle.

Lamentamos la inconveniencia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento de su calle.

Muchas Gracias.

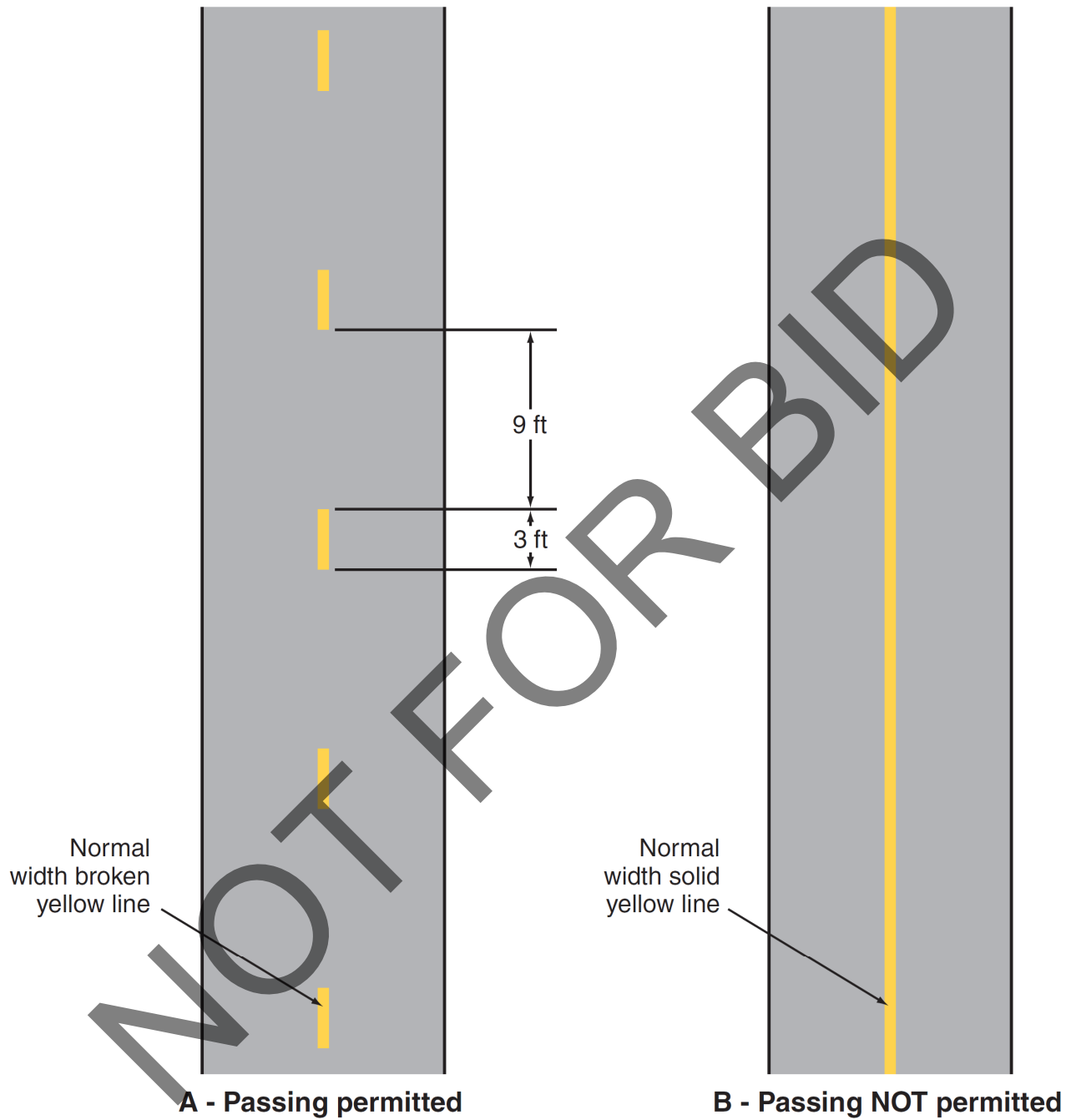
(Company name)

(Company contact name)

(Company phone number)

Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.

Figure 9C-2. Examples of Center Line Markings for Shared-Use Paths



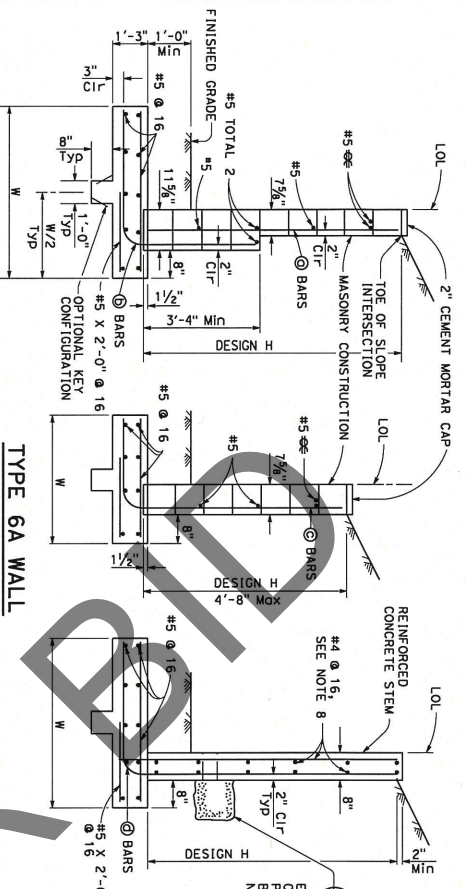
014+ COUNTY ROUTE POST MILES SHEET TOTALS
 TOTAL PROJECT NO. SHEETS
 REGISTERED CIVIL ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 NOV 1, 2023
 PLAN APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 FOR DESIGN AND CONSTRUCTION OF THIS PLAN SHEET
 REGISTERED CIVIL ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 NOV 1, 2023
 PLAN APPROVAL DATE
 THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 FOR DESIGN AND CONSTRUCTION OF THIS PLAN SHEET

SYMBOLS:

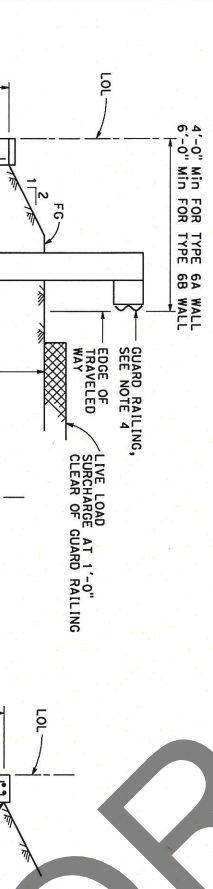
Ser - service limit state
 Str - strength limit state
 Ext 1 - extreme event limit state
 B - effective footing width (ft)
 qo - net bearing stress (ksf), qo assumed to be Fg of toe
 qo - gross uniform bearing stress (ksf)

DESIGN NOTES:

ASHRO LRFD Bridge Design Specifications
 8th Edition
 dated April 2019, California Amendments, Preface
 Building Code Requirements and Specification for
 Masonry Structures (MS 402.602-1.6)
 L5: 240 psf live load surcharge of level ground surface as
 limited by Guard Railing location
 SEISMIC: $K_n = 0.6$
 $K_n = 0.6$
 SOIL BACKFILL: $\phi = 34^\circ$
 REINFORCED CONCRETE: $f'_c = 3,600$ psi
 SOIL BACKFILL: $\phi = 32^\circ$
 BASE FRICTION: $\gamma = 120$ pcf
 REINFORCED CONCRETE: $f_y = 60,000$ psi
 MASONRY: $f_m = 1,500$ psi
 LOAD COMBINATIONS AND LIMIT STATES:
 Service I: $0 = 1.00DE+1.00EV+1.00EM+1.00E0$
 Extreme I: $0 = 1.00DE+1.00EV+1.00EM+1.00E0+1.00E0E$



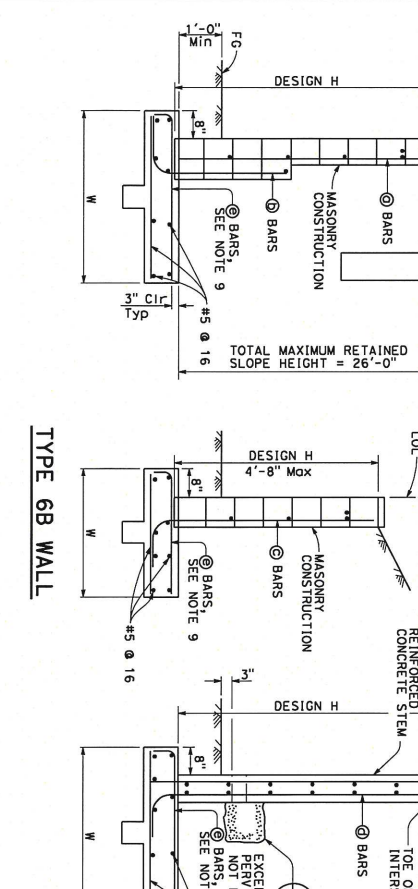
- NOTES:**
- For details not shown of "6A", see "6A", similarly, for details not shown of "6B", see "6B".
 - Design loading for both Type "6A" and "6B" is as shown of "6B".
 - Type 6 retaining wall shall be limited to use of Design H of 6'-0" or less.
 - Where traffic is adjacent to the top of wall, guard aggregate size for the concrete mix being used, horizontal stem reinforcement may be staggered by up to 2'.
 - For reinforced concrete wall stem joint details, see (B0-3) and (B0-3).
 - No splices are allowed on @, @, @ and @ bars.
 - See "Retaining Wall Type 6 Details" sheet for Elevation View and Footing Step Details.
 - Contractor must verify minimum spacing requirements for the horizontal stem reinforcement based on maximum aggregate size for the concrete mix being used. Horizontal stem reinforcement may be staggered by up to 2'.
 - Hook of @ bar should be rotated to maintain minimum bottom clearance of 3" or replaced with a 180 degree hook.



- NOTES:**
- For details not shown of "6B", see "6B", similarly, for details not shown of "6A", see "6A".
 - Design loading for both Type "6A" and "6B" is as shown of "6B".
 - Type 6 retaining wall shall be limited to use of Design H of 6'-0" or less.
 - Where traffic is adjacent to the top of wall, guard aggregate size for the concrete mix being used, horizontal stem reinforcement may be staggered by up to 2'.
 - For reinforced concrete wall stem joint details, see (B0-3) and (B0-3).
 - No splices are allowed on @, @, @ and @ bars.
 - See "Retaining Wall Type 6 Details" sheet for Elevation View and Footing Step Details.
 - Contractor must verify minimum spacing requirements for the horizontal stem reinforcement based on maximum aggregate size for the concrete mix being used. Horizontal stem reinforcement may be staggered by up to 2'.
 - Hook of @ bar should be rotated to maintain minimum bottom clearance of 3" or replaced with a 180 degree hook.

FORCE EFFECTS:

q: 1.25 or 0.90, whichever controls Design
 q: 1.35 or 1.00, whichever controls Design
 DC: Dead Load by Structure
 EH: Horizontal Earth Fill Pressure
 EV: Vertical Earth Pressure from Earth Fill Weight
 Live Load Surcharge
 ESE: Soil and Structural and Nonstructural Components Inertia
 E00:



TYPE 6A WALL - TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	3'-4"	4'-0"	4'-8"	5'-4"	6'-0"
W	3'-2"	3'-6"	3'-10"	4'-2"	4'-6"
@ BARS	NONE	NONE	#5 @ 16	#5 @ 16	#5 @ 16
@ BARS	NONE	NONE	#5 @ 16	#5 @ 16	#5 @ 16
@ BARS	#5 @ 16	#5 @ 16	#6 @ 16	#5 @ 16	#5 @ 16
Ser-T B, qo	3.1, 0.8	3.5, 0.3	3.8, 0.4	4.0, 0.4	4.3, 0.4
Str-T B, qo	2.1, 2.0	2.3, 2.0	2.5, 0.9	2.8, 1.9	3.0, 1.9
Ext 1: B, qo	1.4, 3.3	1.5, 3.6	2.1, 3.2	3.8, 2.5	4.0, 2.8

TYPE 6B WALL - TABLE OF REINFORCING STEEL, DIMENSIONS AND DATA

DESIGN H	3'-4"	4'-0"	4'-8"	5'-4"	6'-0"
W	3'-0"	3'-4"	4'-0"	5'-6"	6'-0"
@ BARS	NONE	NONE	#5 @ 16	#5 @ 16	#5 @ 16
@ BARS	NONE	NONE	#5 @ 16	#5 @ 16	#5 @ 16
@ BARS	#5 @ 16	#5 @ 16	#6 @ 16	#5 @ 16	#5 @ 16
Ser-T B, qo	2.6, 0.6	2.8, 0.7	3.5, 0.8	3.5, 1.1	3.5, 1.1
Str-T B, qo	1.8, 1.2	1.9, 1.4	2.9, 2.5	2.9, 2.5	2.9, 2.5
Ext 1: B, qo	1.4, 3.3	1.5, 3.6	2.1, 3.2	3.8, 2.5	4.0, 2.8

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
RETAINING WALL TYPE 6 (CASE 2)
 NO SCALE

B3-7B

Return to Table of Contents

NO TRESPASSING

**VIOLATORS WILL
BE PROSECUTED**

C.C.S. 28.0502, 280407

CR30A

BLACK ON WHITE

36"X 30"

LINES 1 - 3.5" SERIES C.

LINES 2&3 - 3.0" SERIES C.

LINES 4 - 2.0" SERIES C.

32' x 0.50" BAR BETWEEN LINES 1&2.

SIGN NOTES:

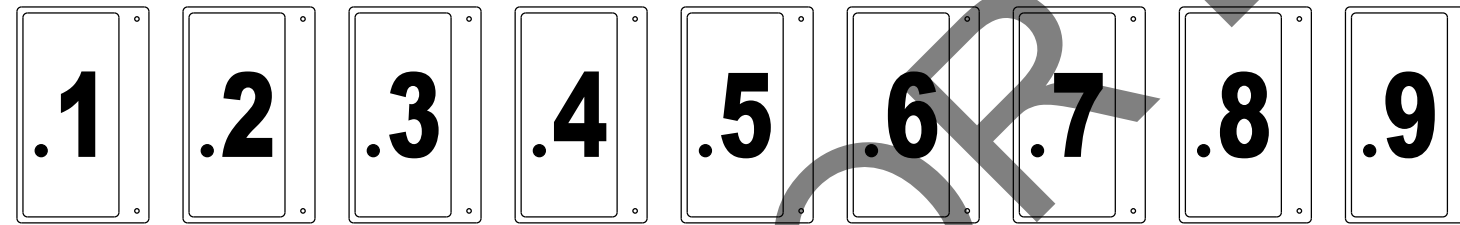
1. SIGNS SHALL INCLUDE ALUMINUM PANEL, RETROREFLECTIVE SHEETING, POLYURETHANE PAINT, SCREENED-PROCESS COLORS OR FILM, UV PROTECTION OVERLAY, ANTI-GRAFFITI OVERLAY, POSTS, ANCHORS AND HARDWARE.
2. FONT SHALL BE PER SCRRRA ES1212, SIZE AS INDICATED.
3. PANEL SHALL BE PAINTED ON ALL SIDES WITH TWO PART ACRYLIC POLYURETHANE PAINT COATING.
4. RETROREFLECTIVE SHEETING SHALL CONFORM TO THE REQUIREMENTS OF ASTM D4956, CLASS IX OR GREATER. RETROREFLECTIVE SHEETING SHALL HAVE CLASS 1, 3, OR 4 ADHESIVE BACKING WHICH SHALL BE PRESSURE SENSITIVE AND FUNGUS RESISTANT.
5. SCREENED-PROCESS COLORS AND NONREFLECTIVE, OPAQUE BLACK FILM SHALL HAVE EQUIVALENT OUTDOOR WEATHERABILITY CHARACTERISTICS AS THE RETROREFLECTIVE SHEETING.

INSTALLATION NOTES

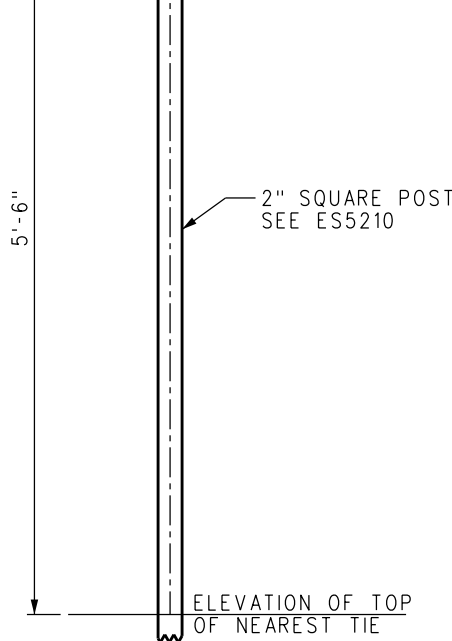
1. TO ALLOW MILE POSTS TO BE READ FROM BOTH DIRECTIONS, ONE DOUBLE-FACED ALUMINUM PANEL SHALL BE MOUNTED AT RIGHT ANGLES TO THE TRACK AT EACH LOCATION.
2. THE SIGN SHALL BE SET PER THE LOCATION OF SIGN DETAIL ON THIS SHEET. EXCEPTIONS SHALL REQUIRE THE APPROVAL OF SCRRRA.
3. NO TRESPASSING/TENTH MILE SIGN WITH EVEN NUMBERS SHALL BE SET FOR THE WESTWARD DIRECTION AND WITH ODD NUMBERS ON THE EASTWARD DIRECTION ON THE RIGHT SIDE OF THE TRACK. NO TRESPASSING SIGNS SHALL BE SET FOR BOTH DIRECTIONS WHERE TRESPASSING/TENTH MILE SIGNS ARE NOT PRESENT.
4. WHEN THE EXACT MILE POST STATION FALLS WITHIN THE LIMITS OF A BRIDGE, GRADE CROSSING OR OTHER FEATURE WHERE IT WOULD BE IMPRACTICAL TO LOCATE A SIGN, THE MILE POST SHALL INSTEAD BE SET AT THE END OF THE FEATURE NEAREST THE EXACT MILE POST STATION.
5. NO TRESPASSING SIGN ONLY, WILL BE INSTALLED ON FOUR CORNERS OF HIGHWAY-RAIL GRADE CROSSING WITHIN 50 FEET FROM THE EDGE OF CROSSING.
6. NO TRESPASSING/TENTH MILE SIGN SHALL BE PLACED ON CENTER FENCE AT STATIONS.

MATERIAL SPECIFICATIONS

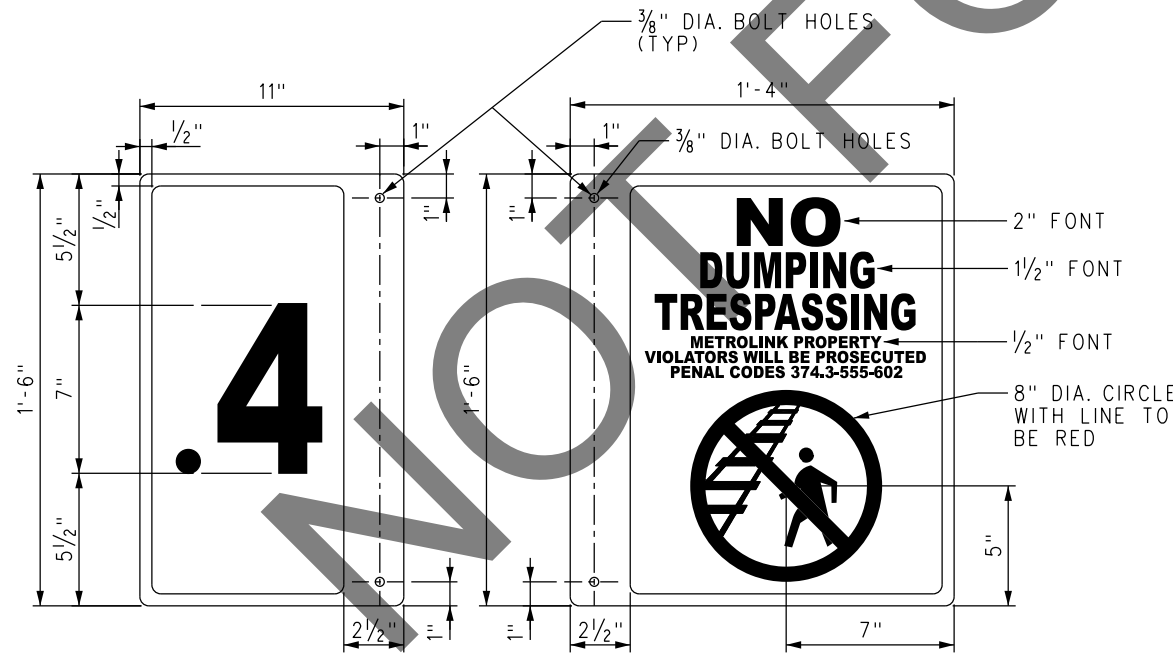
PRODUCT	SYSTEM	MANUFACTURER AND PRODUCT
HIGH INTENSITY SHEETING (WHITE)	1	3M DIAMOND GRADE DG-3-4090
	2	AVERY DENNISON OMNI-CUBE T-11500
FONT / GRAPHICS (BLACK)	1	3M-EC FILM 1178 OR 8851 INK
	2	AVERY DENNISON BLACK VINYL OL-2000 OR 4930 INK
FONT / GRAPHICS (RED)	1	3M DIAMOND GRADE DG-3-4092
	2	AVERY DENNISON OMNI-CUBE T-11508
ANTI-GRAFFITI OVERLAY	1	3M PREMIUM PROTECTIVE OVERLAY FILM 1160
	2	NIKKALITE BRAND HI - SCALE F-40801
	3	AVERY DENNISON OL - 1000 PREMIUM ANTI - GRAFFITI FILM
PANEL	1	1/8" THICK ALUMINUM, ALCOA 6016-T6 OR EQUAL
POSTS, ANCHORS & HARDWARE	1	PER SCRRRA ES5210



TENTH MILE INCREMENTS

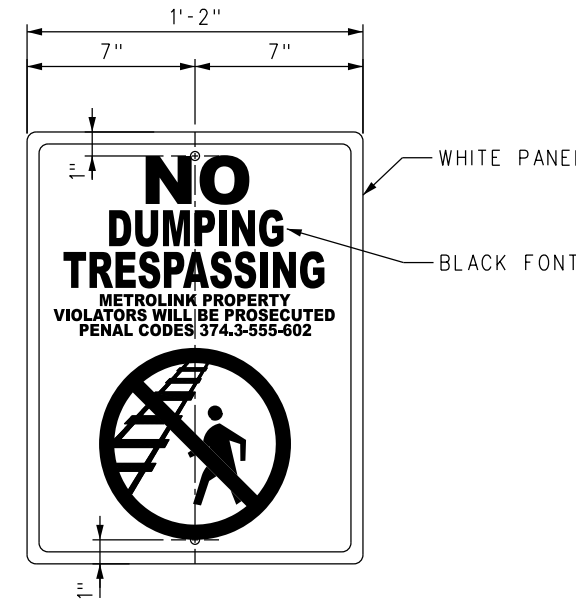


SIGN ELEVATION

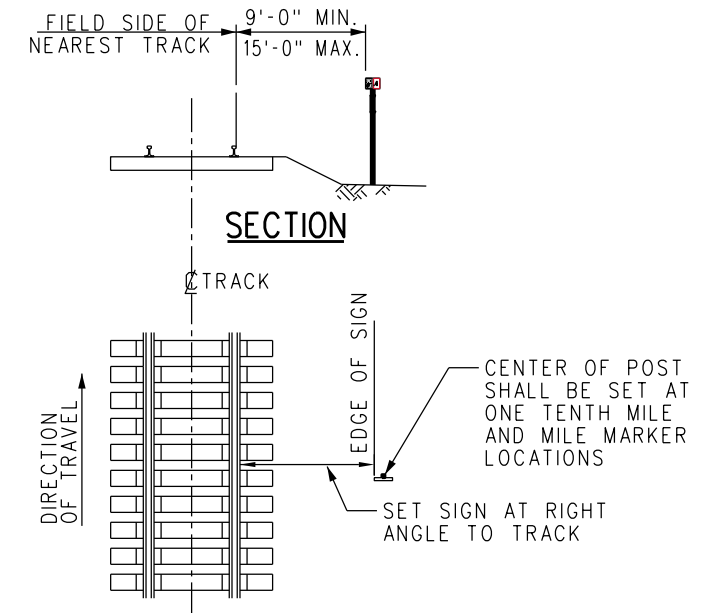


TENTH MILE SIGN (DOUBLE SIDED)

NO TRESPASSING SIGN (DOUBLE SIDED)



NO TRESPASSING SIGN (SINGLE SIDED)



**SECTION
PLAN
LOCATION OF SIGN**

REV.	DATE	DESCRIPTION	DES.	ENG.
D	09-25-20	REVISE NOTES AND DRAWING NUMBER	AC	JMM
C	03-11-14	REVISED SIGN DETAILS	AC	NDP
B	03-22-13	REVISED MATERIAL SPECIFICATIONS	AC	NDP
A	12/21/12	REVISED STANDARD	AC	NDP

DRAWN BY:	A. CARLOS	DATE:	04/12/02
 PRINCIPAL ENGINEER, DESIGN & STANDARDS			
 ASSISTANT DIRECTOR, DESIGN			

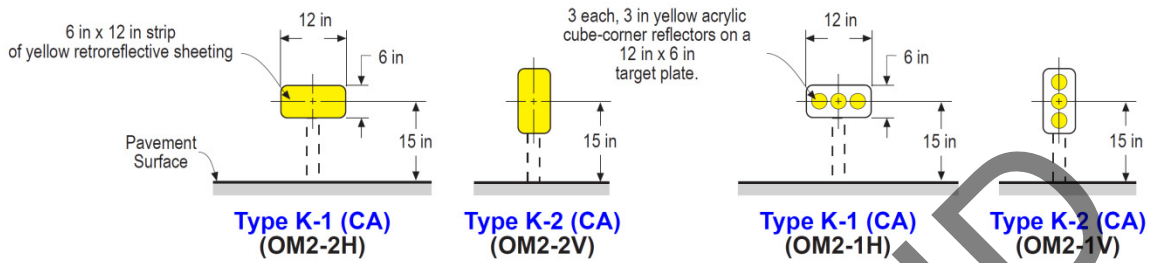
SCRRRA ENGINEERING STANDARDS ARE INTENDED FOR SCRRRA APPROVED USES ONLY. FOR NON-SCRRRA APPROVED USES, SCRRRA SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR INFORMATION CONTAINED HEREIN. THE SELECTION AND USE OF THESE STANDARDS IS THE SOLE RESPONSIBILITY OF THE USER AND SHOULD NOT BE USED WITHOUT CONSULTING A REGISTERED PROFESSIONAL ENGINEER. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND ARE DISCLAIMED. ANYONE MAKING USE OF THIS INFORMATION AGREES THAT IT ASSUMES ALL LIABILITY ARISING FROM SUCH USE. NO PART OF THESE STANDARDS SHOULD BE REPRODUCED OR DISTRIBUTED IN ANY FORM OR BY ANY MEANS WITHOUT THE PRIOR WRITTEN PERMISSION OF SCRRRA. ALL RIGHTS RESERVED.

METROLINK
 SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
 900 WILSHIRE BLVD., SUITE 1500, L. A., CA. 90017

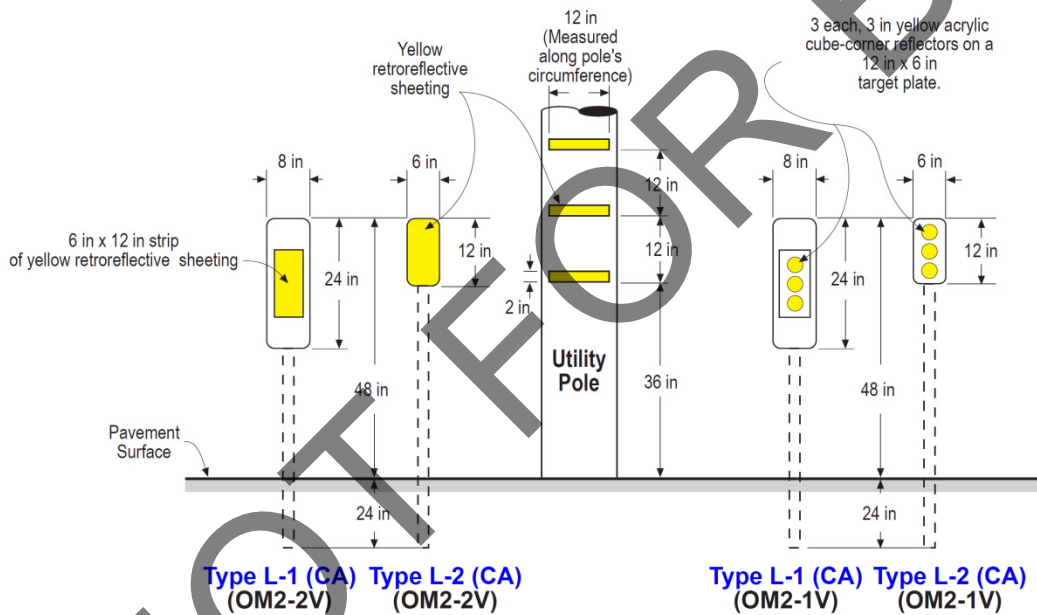
ENGINEERING STANDARDS		STANDARD	5214
NO TRESPASSING AND TENTH MILE POST SIGN		SCALE:	NTS
		REVISION SHEET	D 1 OF 2
		CADD FILE:	ES5214-01

Figure 2C-13 (CA). California Object Markers (Sheet 1 of 2)

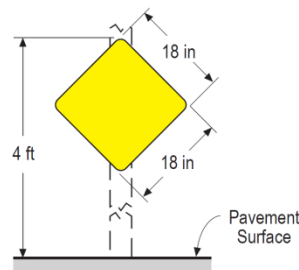
**Type K (CA) Object Marker (Type 2)
 (obstructions adjacent to the roadway)**



**Type L (CA) Object Marker (Type 2)
 (obstructions adjacent to the roadway)**



**Type N (CA) Object Marker (Type 1 or Type 4)
 (obstructions within the roadway or end of roadway)**



Type N-1 (CA) (OM1-3), Type N-2 (CA) (OM4-3)

NOT TO SCALE

Figure 9B-1. Sign Placement on Shared-Use Paths

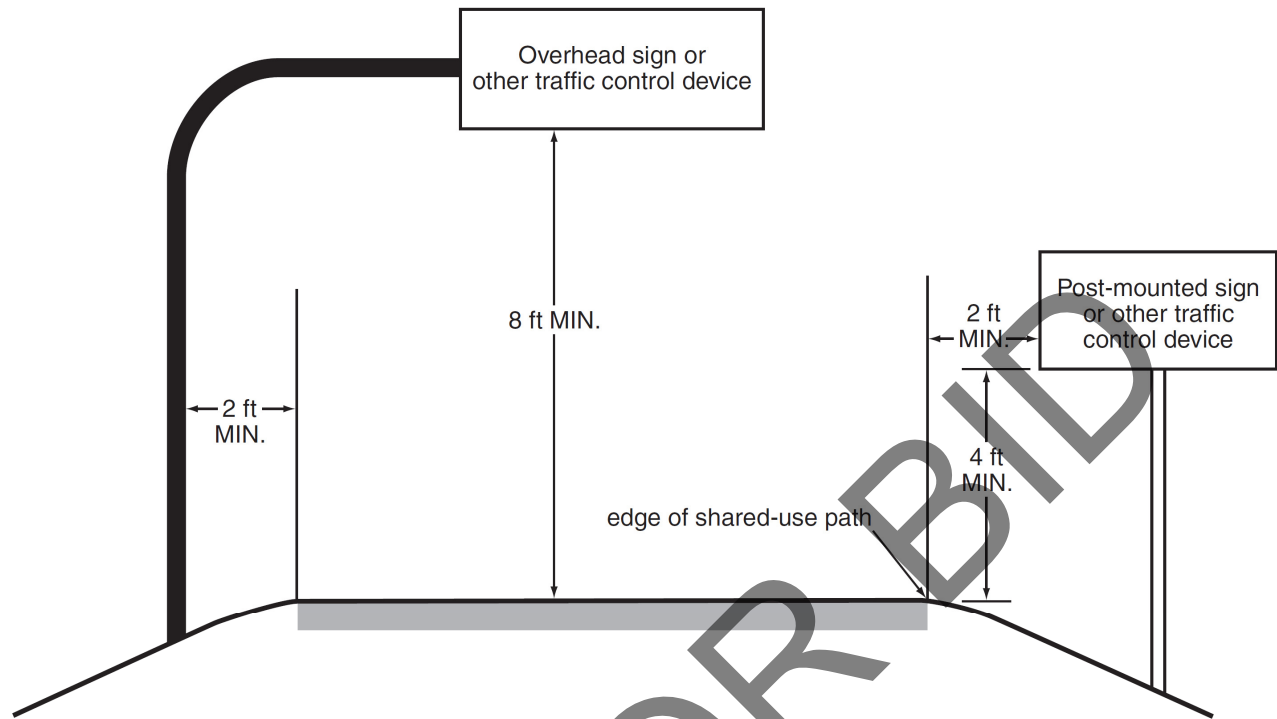


Figure 9B-2 (CA). California Regulatory Signs for Bicycle Facilities

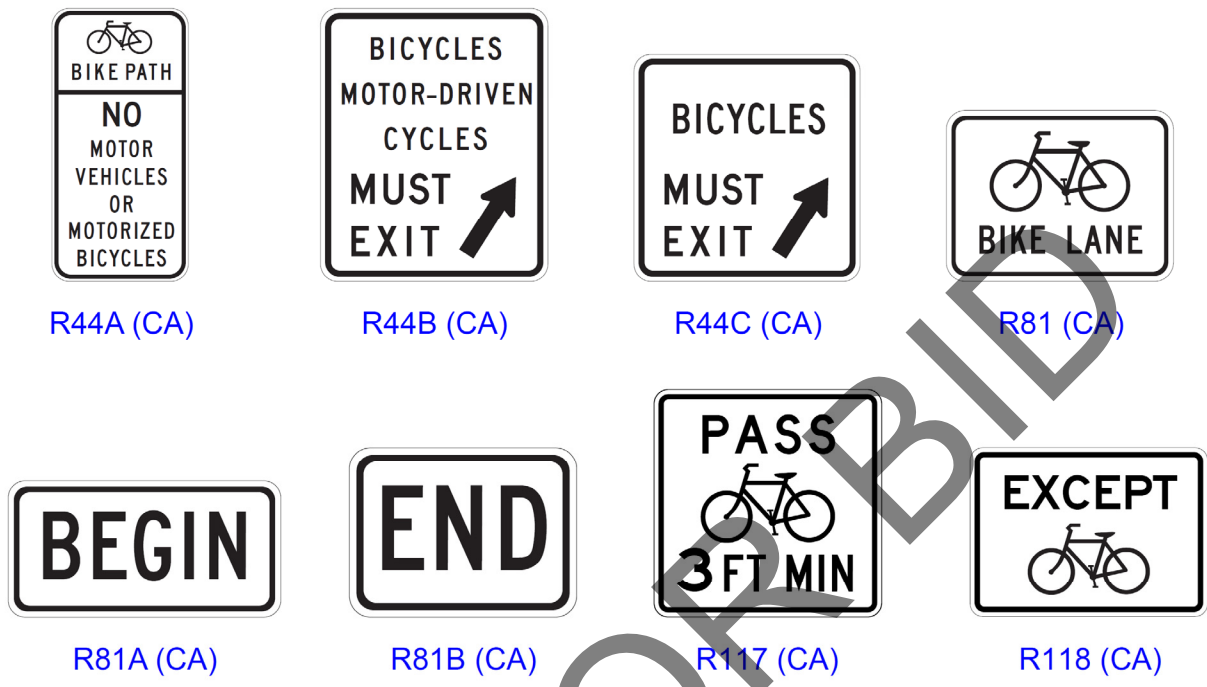


Figure 9B-2. Regulatory Signs and Plaques for Bicycle Facilities

