

FOR CONTRACT NO. 03-4M0704

INFORMATION HANDOUT

PERMITS

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

NOTIFICATION NO. 1600-2012-0127-R2

PHOTOGRAPHS

ROUTE: 03-NEV/PLA-20-PM VAR



August 16, 2012

Ron Sykes
California Department of Transportation
703 B Street
Marysville, CA 95901

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2012-0127-R2
Nevada/Placer 20 Culvert Replacement Project

Dear Mr. Sykes:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Nevada/Placer 20 Culvert Replacement Project (Project). Before the Department of Fish and Game (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a lead agency, determined your project is exempt from CEQA and filed a notice of exemption (NOE) on the same date it signed the Agreement.

Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 35-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Tim Nosal, Environmental Scientist at (916) 358-2853 or tnosal@dfg.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Tina Bartlett'.

Tina Bartlett
Acting Regional Manager

ec: Tim Nosal, Environmental Scientist
tnosal@dfg.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND GAME
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2012-0127-R2
8 Unnamed ephemeral streams

California Department of Transportation
NEVADA/PLACER 20 CULVERT REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and California Department of Transportation (Caltrans) (Permittee) as represented by Ron Sykes.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on July 5, 2012 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at 8 unnamed ephemeral streams tributary to Steephollow Creek and Bear River, in the Counties of Nevada and Placer, State of California; Sections 21, 22, 27, Township 17N, Range 11E and Sections 26, 27, 28, Township 17N, Range 12E, U.S. Geological Survey (USGS) maps Blue Canyon and Washington, Mount Diablo base and meridian (Location of each project is listed below in Table 1, and map detail is shown in Attachment A).

Table 1: Location of each culvert that is to be replaced through this Agreement.

Project map #	PM	Co	Lat	Long	T/R/S
5	37.35	Nev	39.3178	-120.7260	T17N R11E Sec 22
6	37.46	Nev	39.3167	-120.7247	T17N R11E Sec 27

Project map #	PM	Co	Lat	Long	T/R/S
14	43.22	Pla	39.3116	-120.7462	T17N R12E Sec 28
17	43.84	Pla	39.3152	-120.6360	T17N R12E Sec 28
18	43.98	Nev	39.3159	-120.6344	T17N R12E Sec 28
19	44.18	Nev	39.3167	-120.6319	T17N R12E Sec 28
20	44.25	Nev	39.3172	-120.6299	T17N R12E Sec 21
23	44.42	Nev	39.3189	-120.6261	T17N R12E Sec 21

PROJECT DESCRIPTION

Caltrans is proposing to install liners in existing corrugated culverts along State Route 20 in Nevada and Placer Counties. The proposed project includes the following maintenance actions:

- ▶ Existing culverts will be lined
- ▶ Flared end sections (FES) will be replaced as needed
- ▶ Headwalls will be replaced as needed
- ▶ Corrugated Steel Pipe (CSP) will be replaced as needed
- ▶ Water Pollution Control Best Management Practices (BMPs) Implemented
- ▶ Traffic control as necessary to complete work
- ▶ There will be no change to the existing drainage profile within the project limits
- ▶ Adjacent pullouts will be used as equipment staging areas within the Caltrans right-of-way

A detailed project description is provided in the notification materials submitted to DFG. The notification, together with all supporting documents submitted with the notification;

- "Natural Environment Study (minimal impacts) State Route 20 (SR 20) in Nevada and Placer County, California 03-NEV/PLA 20, PM 36.18/44.50 [EA-03-4M070, EFIS 0300020067" dated May 2012; and
- Project Plans for Construction on State Highway in Nevada and Placer Counties at Various Locations from 1.3 miles east of Chalk Bluff Road to 1.0 mile west of 80/20 Separation [sic]" dated May 29, 2012; and
- Categorical Exemption/Categorical Exclusion Determination Form, 03-Nev/Pla 20, PM 36.18 – 44.50, EA 4M070, dated May 30, 2012 ;

are hereby incorporated into this agreement to describe the location, features, avoidance measures and mitigation measures of the proposed project.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: riparian vegetation, nesting migratory birds, cold water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disturbance from project activity; temporary diversion of flow water from, or around the activity site; short-term increased turbidity and short-term release of sediment (e.g. incidental from construction); loss of natural bed or bank; loss or decline of riparian and wetland habitat; direct and indirect take of terrestrial species and of non-fish aquatic species.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 **Documentation at Project Site.** Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 **Providing Agreement to Persons at Project Site.** Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 **Notification of Conflicting Provisions.** Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Authorized Work.** The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting

documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 **Work Period.** The time period for completing the work within the stream zone shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of June 15 to October 15. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 **Work Period Extensions.** At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.
- 2.3 **Stream Diversions / Dewatering.** If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the

work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.

- 2.4 **Bird Nests.** It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the Fish and Game Code. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.
- 2.5 **Vegetation Removal.** Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.6 **Sediment Control.** Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Monofilament mesh, jute netting and non-biodegradable synthetic erosion blankets are not authorized. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged siltation barriers. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.
- 2.7 **Pollution Control.** Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located

away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone of the 8 unnamed ephemeral streams tributary to Steephollow Creek and Bear River. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

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

To Permittee:

Ron Sykes
California Department of Transportation
703 B Street
Marysville, CA 95901
Phone (530) 741-4319
FAX (530) 741-4072
ron_sykes@dot.ca.gov

To DFG:

Department of Fish and Game
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program – Tim Nosal
Notification #1600-2012-0127 R2

Fax: 916-358-2912
Email: r2lsa@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2013, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

Attachment A: Project Map

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

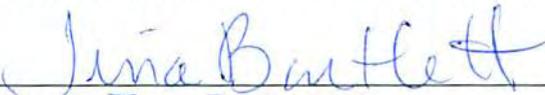
FOR CALTRANS



Ron Sykes
Project Manager

AUG. 13, 2012
Date

FOR DEPARTMENT OF FISH AND GAME



~~Kent Smith~~ TINA BARTLETT
ACTING
Regional Manager

8/22/2012
Date

Prepared by: Tim Nosal
Environmental Scientist

4M070 – NEV/PLA-CULVERT REHAB

SYSTEM 1 – PM 36.18

LAT 39.31944813

LONG -120.7468198

INLET



OUTLET



SYSTEM 2 – PM 36.38

LAT 39.32060965

LONG -120.7434801

INLET



OUTLET



SYSTEM 3 – PM 36.58

LAT 39.32017293

LONG -120.7398601

INLET



OUTLET



SYSTEM 4 – PM 37.02

LAT 39.31891267

LONG -120.731917

INLET



OUTLET



SYSTEM 5 – PM 37.35

LAT 39.31777855

LONG -120.7259754

INLET



OUTLET



SYSTEM 6 – PM 37.46

LAT 39.31672181

LONG -120.7246568

INLET



OUTLET



SYSTEM 7 – PM 37.79

LAT 39.31430163

LONG -120.719847

INLET



OUTLET



SYSTEM 8 – PM 38.29

LAT 39.31094239

LONG -120.7176002

INLET



OUTLET



SYSTEM 9 – PM 38.46

LAT 39.30806637

LONG -120.7163649

INLET



OUTLET



SYSTEM 10 – PM 39.25

LAT 39.30385478

LONG -120.7135984

INLET



OUTLET



SYSTEM 11 – PM 39.51

LAT 39.30423723

LONG -120.7093102

INLET



OUTLET



SYSTEM 12 – PM 39.57

LAT 39.30486854

LONG -120.7083885

INLET



OUTLET



SYSTEM 13 – PM 39.68

LAT 39.30575746

LONG -120.7069873

INLET



OUTLET



SYSTEM 14 – PM 43.22

LAT 39.31163894

LONG -120.6461924

INLET



OUTLET



SYSTEM 15 – PM 43.74

LAT 39.31455879

LONG -120.638096

INLET



OUTLET



SYSTEM 16 – PM 43.81

LAT 39.31501099

LONG -120.6367885

INLET



OUTLET



SYSTEM 17 – PM 43.84

LAT 39.31521051

LONG -120.6360183

INLET



OUTLET



SYSTEM 18 – PM 43.98

LAT 39.3159186

LONG -120.6344194

INLET



OUTLET



SYSTEM 19 – PM 44.18

LAT 39.31676424

LONG -120.6318806

INLET



OUTLET



SYSTEM 20 – PM 44.25

LAT 39.3172402

LONG -120.6298755

INLET



OUTLET



SYSTEM 21 – PM 44.33

LAT 39.31780928

LONG -120.6277635

INLET



OUTLET



SYSTEM 22 – PM 44.39

LAT 39.31865328

LONG -120.6264735

INLET



OUTLET



SYSTEM 23 – PM 44.42

LAT 39.31888442

LONG -120.6261189

INLET



OUTLET



SYSTEM 24 – PM 44.50

LAT 39.3194842

LONG -120.6248878

INLET



OUTLET

