

INFORMATION HANDOUT

For Contract No. 03-4M4404

At 03-ED-50-47.7/51.6

Identified by

Project ID 0300020662

AGREEMENTS

California Department of Fish and Wildlife

Notification No. [1600-2013-0199-R2](#)

PHOTOGRAPHS

[Photographs of Locations 1 thru 18.](#)



NOV 19 2013

Date

Ronald S. Sykes
California Department of Transportation
703 B Street
Marysville, CA 95901
Ronald_Sykes@dot.ca.gov

Subject: Final Streambed Alteration Agreement
Notification No. 1600-2013-0199-R2
El Dorado 50 Culvert Repair Project, Kyburz

Dear Mr. Sykes:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the El Dorado 50 Culvert Repair Project (Project). Before the Department of Fish and Wildlife (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 tim.nosal@wildlife.ca.gov.

Sincerely,


Tina Bartlett
Regional Manager

ec: Brooks Taylor
Brooks_taylor@dot.ca.gov

Tim Nosal
Tim.Nosal@wildlife.ca.gov

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



STREAMBED ALTERATION AGREEMENT

NOTIFICATION No. 1600-2013-0199-R2

Unnamed Ephemeral Streams, Tributary to South Fork of the American River

California Department of Transportation
EL DORADO 50 CULVERT REPAIR PROJECT, KYBURZ

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on August 15, 2013 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, the Department 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 along US Route 50 near Kyburz, at four unnamed tributaries to the South Fork of the American River, in the County El Dorado, State of California; U.S. Geological Survey (USGS) map Kyburz (Attachment A *Project Map*).

Location # (Map #)	US 50 Post Mile	Lat	Long
1 (2)	PM 47.93	38.7702	-120.3119
2 (3)	PM 48.01	38.7699	-120.3131
3 (10)	PM 48.99	38.7746	-120.2974
4 (13)	PM 49.56	38.7739	-120.2856

PROJECT DESCRIPTION

The project will include the repair of four existing corrugated metal pipe (CMP) culverts using alternative pipe liners (APL). APL can consist of either high-density polyethylene (HDPE) liner or a cast in place (CIPP) liner, which is the process of installing a thin, flexible liner to the calls on the inside of the existing culvert. Rock slope protection will be added to the base of the culvert outfalls where necessary.

Location 1: Line (APL) existing 24-inch CMP

Location 2: Construct 8-inch culvert below pavement for private water line crossing. Line (APL) or pave 36-inch CMP.

Location 3: Line (APL) existing CMP, add asphalt apron from edge of road to culvert outlet.

Location 4: Line (APL) existing 18-inch CMP. Add three feet of 18-inch CMP to inlet. Replace headwall at inlet. Abandon or remove existing overside drain and replace.

All figures and minimization measures included in the Notification of Streambed Alteration No. 1600-2013-0199-R2 shall be implemented.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: riparian vegetation, nesting raptors and migratory birds, amphibians, reptiles, 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: short-term increased turbidity; increased sedimentation from adjacent construction; short-term release of sediment (e.g. incidental from construction); disturbance from project activity; direct take of terrestrial species and of non-fish aquatic species; and disruption to nesting birds and other wildlife.

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 Department 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 the Department 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, the Department shall contact Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Does Not Authorize "Take."** This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.
- 1.6 **Notification of Project Modification.** Permittee agrees to notify the Department of any modifications made to the project plans submitted to the Department.

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 active channel 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 project area shall cease until all reasonable erosion control measures, inside and outside of the project area, 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 Modification.** If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office. Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide

photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows and rain delays. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.

- 2.3 Work Period in Dry Weather Only. Work within the unnamed ephemeral tributaries to the South Fork of the American River shall be restricted to periods of no stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation, provided no work occurs in the stream bed if water is flowing. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started in May or November of any year, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by the Department.
- 2.4 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. The Department will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the diversion of water without the explicit approval from the Department.
- 2.5 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.

- 2.6 **Removal of Trees/Shrubs During Fall/Winter Months.** To avoid potential impact to tree nesting birds, trees and shrubs designated for removal may be cut down during the time period of November 1 to January 31. Tree and shrub removal may commence provided that no birds are nesting, or using the site as a rookery at the time of removal.
- 2.7 **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.
- 2.8 **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. Materials composing the silt barrier shall not pose an entanglement risk to fish or wildlife such as monofilament mesh and non-biodegradable synthetic erosion blankets. 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.
- 2.9 **Rock Slope Protection.** Un-grouted rock slope protection (RSP) and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders). Voids between rocks shall be planted with riparian species native to the area.

2.10 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. The Department 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 the Department within two working days of beginning work within the stream zone. 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 project area shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) days of project completion. Photographs and notification of project completion shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that Permittee or the Department 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 the Department specifies by written notice to the other.

To Permittee:

Ronald S. Sykes
California Department of Transportation
703 B Street
Marysville, CA 95901

Email – Ronald_Sykes@dot.ca.gov

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program – Tim Nosal
Notification #1600-2013-0199 R2

Fax: 916-358-2912
Email: r2lsa@wildlife.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 the Department'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

The Department 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 the Department 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 the Department 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 the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department 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 the Department'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

The Department may amend the Agreement at any time during its term if the Department 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 the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department'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 the Department 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 the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department'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 the Department a completed Department "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department 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 & Game Code, § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department 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.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire within five (5) years of the Department's signature, 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

The document listed below is included as an exhibit to the Agreement.

Attachment A: Project Maps

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 the Department in accordance with FGC section 1602.

CONCURRENCE

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

FOR CALTRANS



Ronald S. Sykes
Project Manager

11-14-13

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager

11/19/13

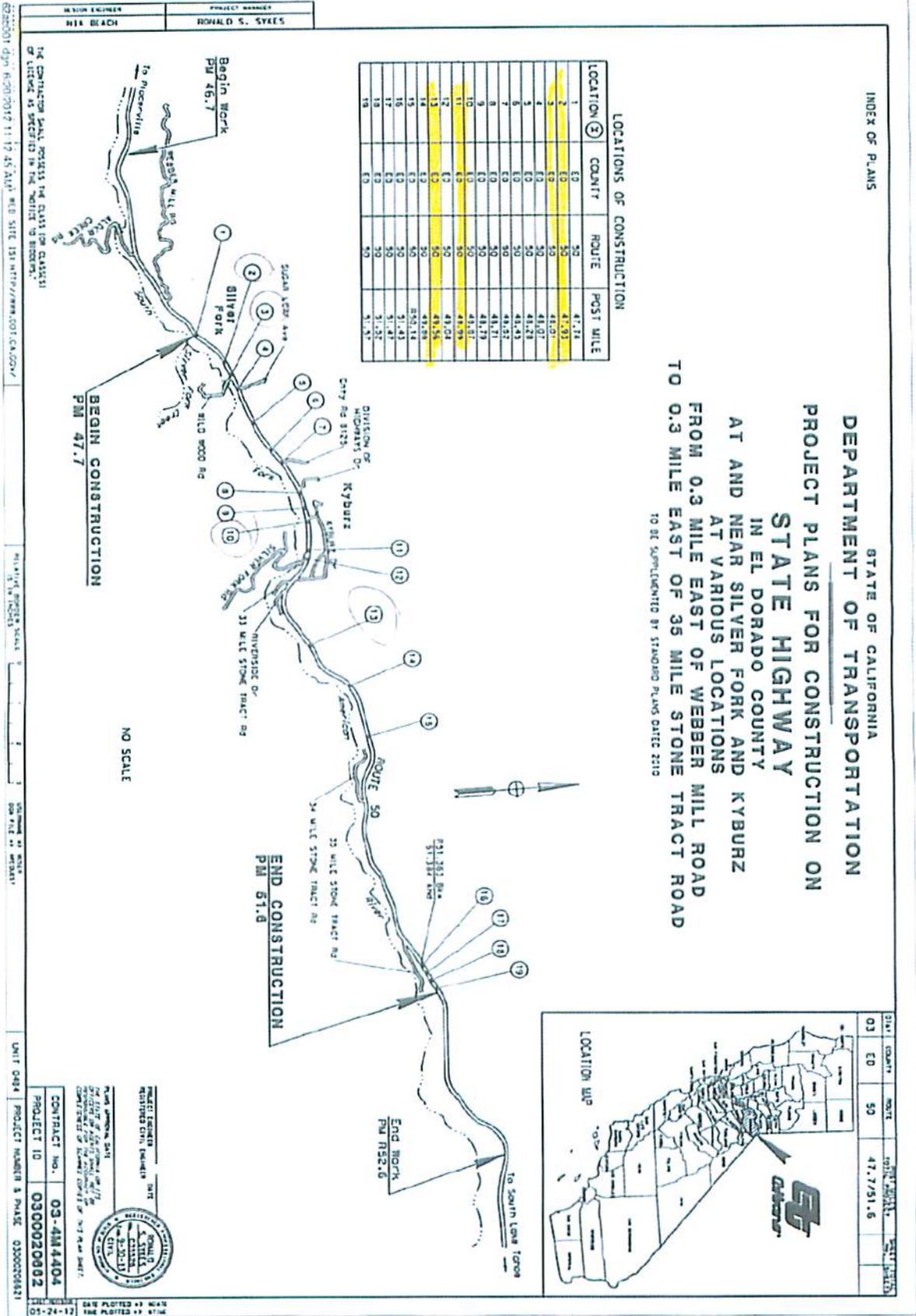
Date

Prepared by: Tim Nosal
Environmental Scientist

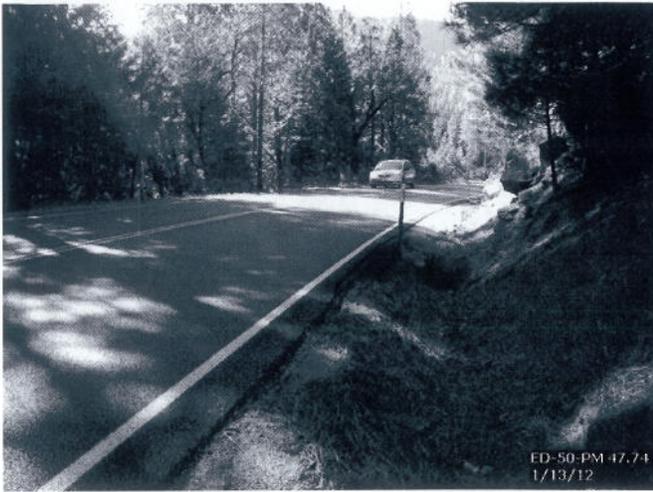
**Attachment A:
Project Map**

**Caltrans: El Dorado 50 Culvert Repair, Kyburz
El Dorado County**

LSA#1600-2013-0199-R2



6222001.dgn R:2007012 11:12:45 AM M. E. L. SITE 131 HTF07/098.001 CA.0247



INLET



INLET

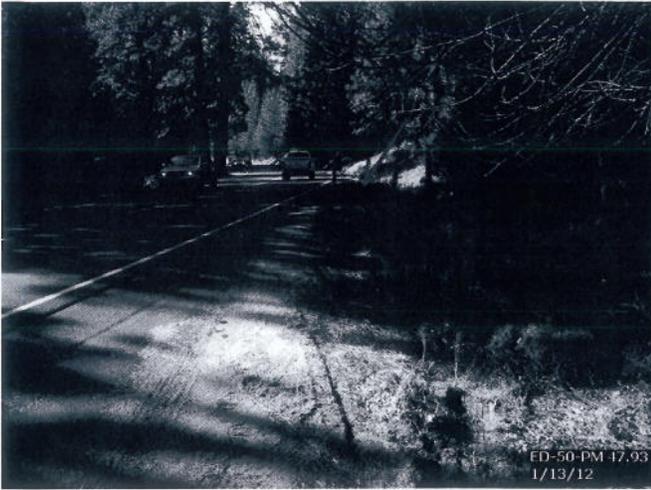


OUTLET



OUTLET

LOCATION 1 - ED 50, PM 47.74



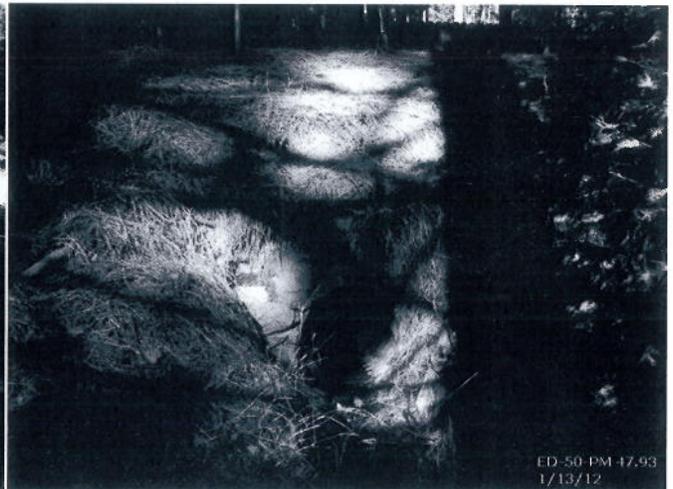
INLET



INLET



OUTLET



OUTLET

LOCATION 2 - ED 50, PM 47.93



INLET



INLET



OUTLET



OUTLET

LOCATION 3 - ED 50, PM 48.01



ED-50-PM 48.07
1/13/12

INLETS



ED-50-PM 48.07
1/13/12

INLETS



ED-50-PM 48.07
1/13/12

OUTLET



ED-50-PM 48.07
1/13/12

OUTLET

LOCATION 4 - ED 50, PM 48.07



ED-50-PM 48.28
1/13/12

INLET



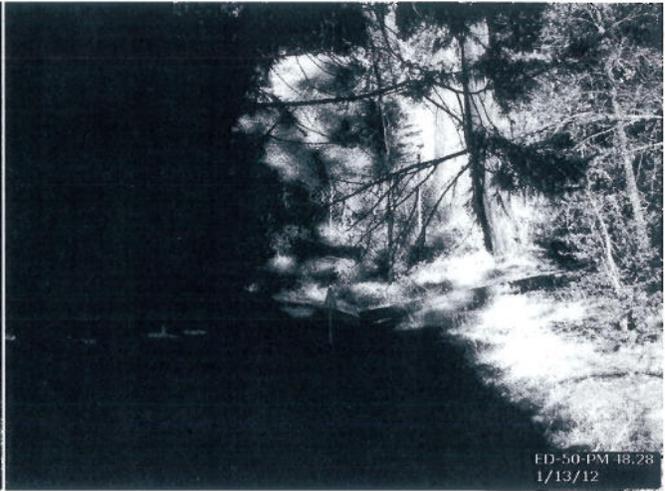
ED-50-PM 48.28
1/13/12

INLET



ED-50-PM 48.28
1/13/12

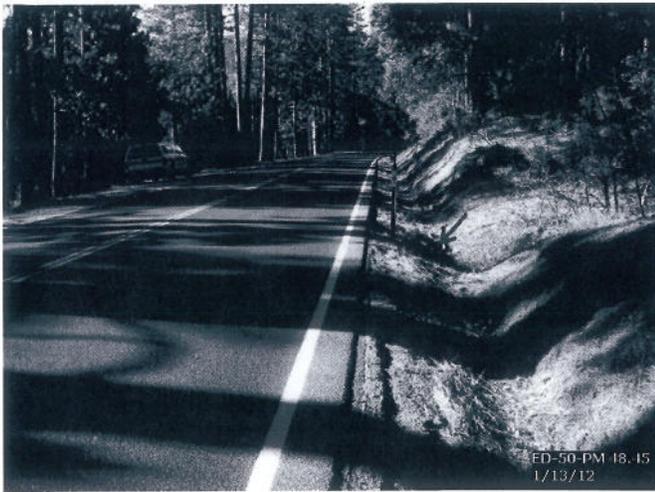
OUTLET



ED-50-PM 48.28
1/13/12

OUTLET

LOCATION 5 - ED 50, PM 48.28



INLET



INLET



OUTLET



OUTLET

LOCATION 6 - ED 50, PM 48.45



INLETS

INLET



OUTLET

OUTLET

LOCATION 7 - ED 50, PM 48.52



INLET



INLET

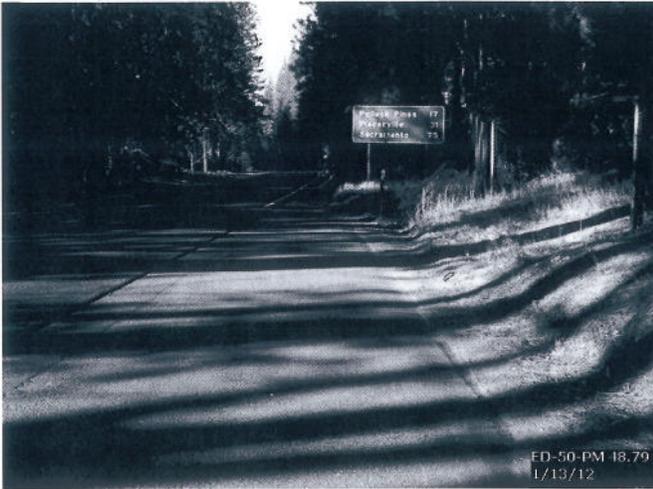


OUTLET



OUTLET

LOCATION 8 - ED 50, PM 48.71



INLET

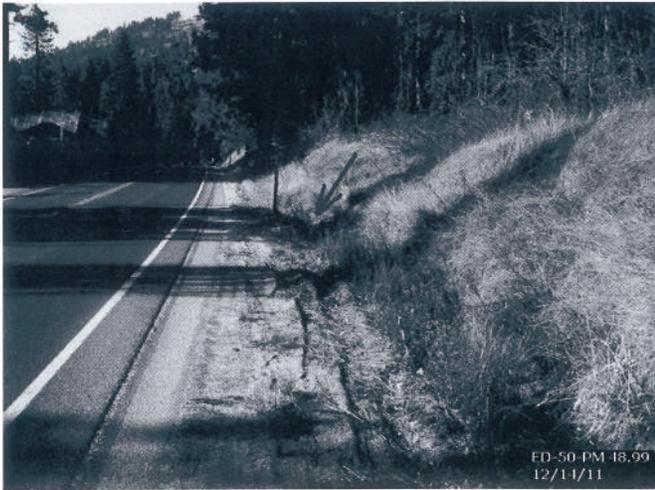
INLET



OUTLET

OUTLET

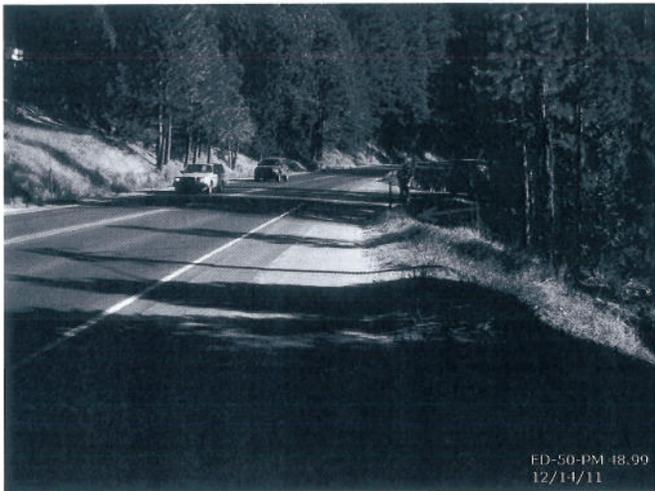
LOCATION 9 - ED 50, PM 48.79



INLET



INLET



OUTLET



OUTLET

LOCATION 10 - ED 50, PM 48.99



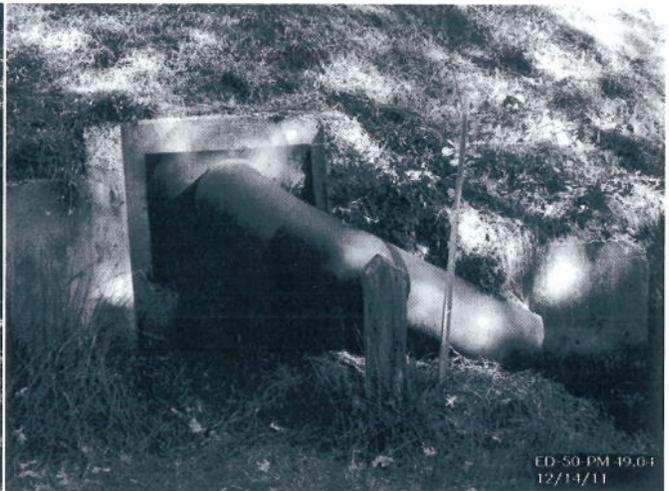
INLET



INLET



OUTLET



OUTLET

LOCATION 11 - ED 50, PM 49.04



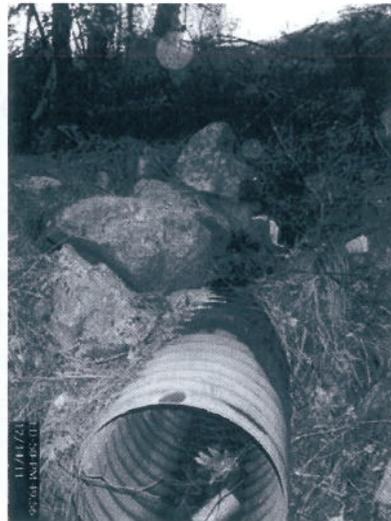
INLET



INLET

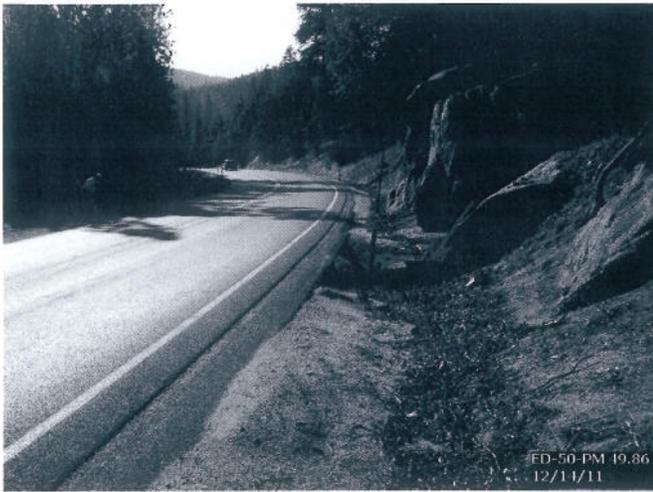


DOWN DRAIN INLET



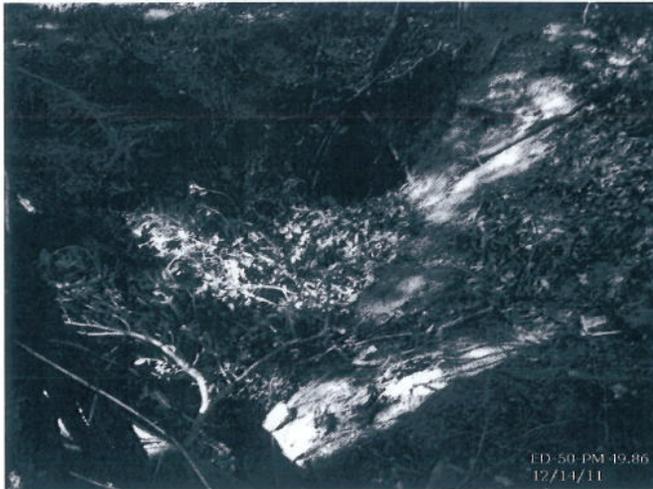
OUTLETS (DOWN DRAIN OUTLET AT RED ARROW)

LOCATION 12 - ED 50, PM 49.56



INLET

INLET



OUTLET

OUTLET

LOCATION 13 - ED 50, PM 49.86



INLET

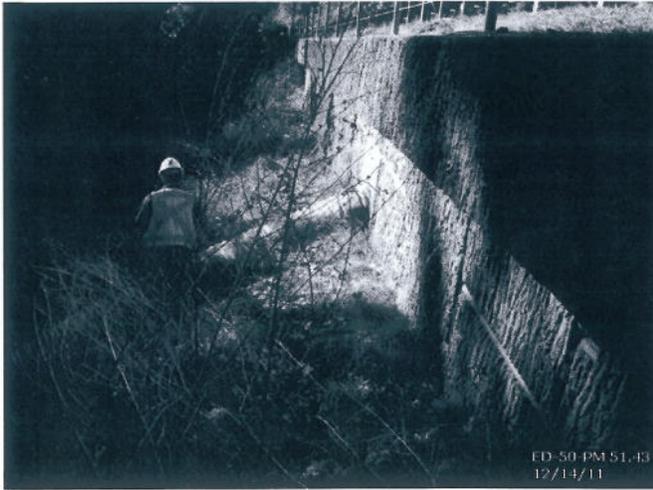
INLET



OUTLET

OUTLET

LOCATION 14 - ED 50, PM R50.14



DOWN DRAIN



DOWN DRAIN



DOWN DRAIN



DOWN DRAIN OUTLET

LOCATION 15 - ED 50, PM 51.43



INLET



INLET

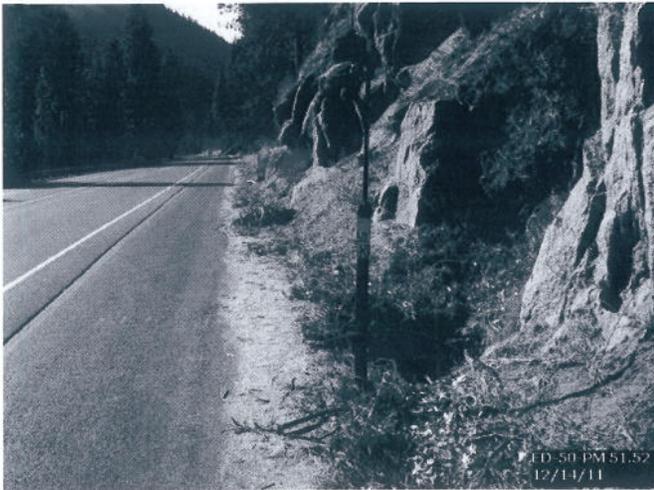


OUTLET



OUTLET

LOCATION 16 - ED 50, PM 51.47



INLET



INLET



OUTLET



OUTLET

LOCATION 17 - ED 50, PM 51.52



ED 50 PM 51.57
12/14/11

INLET



ED 50 PM 51.57
12/14/11

CULVERT AT INLET



ED 50 PM 51.57
12/14/11

OUTLET



ED 50 PM 51.57
12/14/11

OUTLET

LOCATION 18 - ED 50, PM 51.57