State of California – The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

EDMUND G. BROWN, Jr. Governor
Charlton H. Bonham, Director

DEC 0 5 2014

Date

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

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2014-0170-R2

Dear Mr. Sykes:

Enclosed is the Final Streambed Alteration Agreement (Agreement) for the Sierra 89 Culvert Rehabilitation and Replacement Project (Project). Before the California 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 letter, please contact Juan Lopez Torres at 916-358-2951 or juan.torres@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

ec: Kenneth Russo, Kenneth_Russo@dot.ca.gov
Juan Torres, juan.torres@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. 1600-2014-0170-R2 (REVISION 1)

CALIFORNIA DEPARTMENT OF TRANSPORTATION
SIERRA 89 CULVERT REHABILITATION AND REPLACEMENT PROJECT

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

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on July 23, 2014, 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 at Highway 89, Post Mile (PM) 15.89 to 28.06, at Berry Creek and 13 unnamed drainage tributaries to Berry, Fletcher, and Sulphur Creeks, hence to the Middle Fork Feather River, in the County of Sierra, State of California; Section 4,9,10,11, Township 20N, Range 14E, Sattley; Section 20,14, Township 21N, Range 14E, 13E, Calpine; Section 9,10, 15, Township 21N, Range 13 E, Clio California U.S. Geological Survey (USGS) 7.5-minute quadrangle map. This Agreement covers 14 culvert locations as depicted in Table 1 of this Agreement.

Exhibit A includes a map depicting the project locations and Table 1 includes exact longitude and latitude of each culvert.

PROJECT DESCRIPTION

The proposed project will replace or rehabilitate drainage culverts to extend the serviceable life of the roadway drainage facilities. The proposed project will not require the removal of any riparian vegetation and all staging areas will only occur in previously disturbed areas. All the culverts will be accessed from the State Route 89 shoulder area. The following activities are covered under this Agreement:

Location 1(PM 15.89). A culvert liner will be installed on two 24"x49' corrugated metal pipes (CMP).

Location 2 (PM 15.99). A culvert liner will be installed on the existing 18"x45' CMP and a 12"x45' CMP will be replaced with an 18" CMP.

Location 3 (PM 16.47). A culvert liner will be installed on the existing 36"x53' CMP.

Location 4 (PM 16.58). A culvert liner will be installed on both existing 24"x55' CMPs.

Location 5 (PM 18.21). Existing 12"x48' CMP will be replaced in kind with a new 18" CMP.

Location 6 (PM 18.33). Work will include lining the existing two 36"x28' CMPs and a 24" CMP, and replacing the existing headwall in kind at both ends. Dewatering and water diversion will be necessary.

Location 7 (PM 18.42). A culvert liner will be installed on the existing 36"x42' CMP. Dewatering and water diversion will be necessary.

Location 8 (PM 22.25). Existing 12" CMP will be replaced in kind with an 18" CMP. Dewatering and water diversion may be necessary.

Location 9 (PM 22.29). Existing 18" CMP will be replaced in kind. Dewatering and water diversion may be necessary.

Location 10 (PM 22.44). Existing culvert 24" CMP will be replaced in kind. Dewatering and water diversion may be necessary.

Location 16 (PM 26.60). A culvert liner will be installed on the existing 18" CMP.

Location 17 (PM 26.68). A culvert liner will be installed on the existing 24" CMP.

Location 19 (PM 27.48). A culvert liner will be installed on the existing 30" CMP.

Location 21 (PM 28.06). A culvert liner will be installed on the existing 18"x82' CMP and existing inlet and outlet headwalls will be replaced in kind.

No other work is proposed under this Agreement. Please see Table 1 below for a summary of the temporary impacts to waters of the State. No permanent impacts will occur as a result of this project.

Table 1 – Summary of Temporary and Permanent Impacts

Location	PM	Latitude	Longitude	Temporary Impacts (Acre)
1	15.89a	39.59279078	120.381929	0.0205
	15.89b	39.59279078	120.381929	0.0205
2	15.99a	39.59313598	120.3835353	0.0198
	15.99b	39.59313598	120.3835353	0.0198
3	16.47	39.59504084	120.3923524	0.0219
4	16.58a	39.59546575	120.3943281	0.0208
	16.58b	39.59546575	120.3943281	0.0208
5	18.21	39.60389134	120.4211541	0.0199
6	18.33a	39.60564997	120.4208476	0.0067
	18.33b	39.60564997	120.4208476	0.0122
	18.33c	39.60564997	120.4208476	0.0012
7	18.42	39.60698172	120.4211446	0.0212
8	22.25	39.65512447	120.4324792	0.0152
9	22.29	39.65574023	120.4325013	0.0152
10	22.44	39.65789198	120.4325714	0.0158
16	26.60	39.68067257	120.4887517	0.0199
17	26.68	39.68021752	120.4899657	0.0205
19	27.48	39.68471472	120.4997886	0.0216
21	28.06	39.68954268	120.5080587	0.0211
Total				0.3346

Equipment will include a front end loader, excavator/back hoe, and dump truck.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include willow flycatcher (*Empidonax traillii*), greater sandhill crane (*Grus canadensis tabida*), California wolverine (*Gulo gulo*), American badger (*Taxidea taxus*), Plumas ivesia (*Ivesia sericoleuca*), Lahontan cutthroat trout (*Oncorhynchus clarki henshawi*) as well as other rare plants, amphibians, other fish species, 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: loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during construction; increase of bank erosion during construction; restriction or increase in sediment transport; debris transport impedance (from culverts and bridges); short-term release of contaminants (e.g., incidental from construction); colonization by exotic plant or animal species; change to, or loss or decline of natural bed substrate; direct take of fish and other aquatic species; disruption to nesting birds and other wildlife: direct take of terrestrial species; disturbance from project activity; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); diversion of flow water from, or around, activity site; dewatering; impediment to migration of aquatic and terrestrial species during construction; and direct loss of resources for aquatic organisms.

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 CDFW personnel may, with notification of the Resident Engineer, 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.

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 in Dry Weather Only. Work within waters of the State shall be restricted to periods of low stream flow (below five cubic feet per second) 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 low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started, 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 and provided upon request by the Department.

2.2 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by the Department are taken. This includes new information becoming available that indicates that the bypass flows and diversion rates provided in this Agreement are not providing adequate protection to keep aquatic life downstream in good condition or to avoid "take" or "incidental take" of federal or State-listed species.

2.3 Onsite Designated Biologist. At least thirty (30) days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to the Department in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain the Department's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologist shall be present during all proposed work at locations 6 and 7 and is responsible for monitoring all project activities, including preparation, construction, restoration, and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The rest of the locations will be periodically monitored by a Caltrans biologist or the Designated Biologist.

2.4 On-site Biologist with Stopwork Authorization. Permittee shall have a qualified designated biologist on site daily during project activity to ensure that Agreement

conditions are being met and minimize impacts to fish and wildlife habitat. The biologist shall be authorized to stop construction if necessary to protect fish and wildlife resources. If any sensitive, State-listed, Species of Special Concern, rare, or threatened or endangered species, are found the biologist shall inform the Department. If there is a threat of harm to any sensitive species, or other aquatic wildlife the biologist shall halt construction and notify the Department (see Contact Information section below). Consultation with the Department is required before re-commencing work.

2.5 Demarcate Work Area and Access Boundaries. In consultation with the designated Biologist, Caltrans biologist and the Department, the Permittee or Designated Representative shall demarcate the boundaries of the confirmed disturbance area within the stream or streambed present at each location. The area shall be marked at intervals of no less than five (5) feet. All forms of markings shall be in place prior to and during periods of operation. All persons employed or otherwise working on the project site shall be instructed by Permittee or Designated Representative about the restrictions that the flagging represents. The work area and access boundaries shall be clearly shown on all engineering drawings for the project.

2.6 Vegetation Removal. Except as otherwise listed in the project description and Notification, disturbance or removal of vegetation shall not occur without prior consultation and approval of a Department representative. Cut vegetation shall be placed out of the riparian/creek channel and dispersed in an upland location or hauled off-site.

2.7 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity of the stream immediately upon completion of project activities.

2.8 Best Management Practices. Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

2.9 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.9.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed,

or flowing stream or be placed in locations that may be subjected to high storm flows.

2.9.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

2.9.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.

2.9.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.

2.9.5 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.10 Water Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion and/or dewatering plan to the Department **no later than 10 days prior commencing construction activities**. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. 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 dewatering of the stream and/or the diversion of water without the explicit approval from the Department.

2.11 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.

2.12 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.

2.13 Inspection of Project Equipment. Permittee shall inspect all vehicles, watercraft, tools, waders and boots, and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site.

2.14 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.15 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.16 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.

2.17 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from the stream channel and banks. All equipment and fuel stored on site shall be bermed to contain any spilled material and shall be protected from rain. Berms shall consist of plastic covered dirt or sand bags.

2.18 Work Restriction at Locations 6 and 7. No construction activity will occur at locations 6 and 7 between February 15 and September 15 in order to avoid any potential impacts to willow flycatcher.

2.19 Nesting Birds. Except at locations 6 and 7, if Permittee begins project activities during the nesting period for birds (February 15 to September 1), then the Permittee shall initiate pre-commencement surveys to avoid impacts to nesting birds. These surveys shall include the areas within 500 feet of the edge of the proposed impact area(s) or within the extension of Caltrans right of way. If active nests are found, a temporary no-disturbance buffer as approved by the Department shall be created to protect the nest and the birds. No habitat removal or any other work shall occur within the temporary disturbance buffer (even if the nest continues active beyond September 1st) until the young have fledged, are no

longer being fed by the parents, have left the nest, and will no longer be impacted by the project. Vegetation clearing may occur other than as described above if Department-approved avoidance measures are in place to ensure no impacts to nesting birds may occur and the Permittee receives confirmation from the Department that the vegetation removal at a specific site is allowed on a specified date. Permittee shall submit the mapped survey results to the Department for review and approval prior to vegetation removal to ensure full avoidance measures are in place.

2.20 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: http://www.cal-ipc.org/ip/prevention/index.php and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: http://www.protectyourwaters.net/.

2.21 Stabilized Areas with Soil. Loose or compacted soil areas in need of stabilization shall be seeded with a sterile or locally native grass seed mix, unless otherwise agreed upon with the Department. Revegetation of such sites shall be completed as soon as possible after project activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.

2.22 Bank Stabilization. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as, rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.

2.23 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.

2.24 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas above high water before such flows occur.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Notification of Project Initiation. The Permittee shall notify the Department two (2) working days prior to beginning work. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.

3.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities within the watercourse work area shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) 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 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:

California Department of Transportation
Ronald S. Sykes
703 B Street
Marysville, CA 95901
Phone: 530-788-3259
Email: Ron_Sykes@dot.ca.gov

Contact:

Kenneth Russo
703 B Street
Marysville, CA 95901
Phone: 530-740-4906
Email: Kenneth_Russo@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
Notification #: 1600-2014-0170-R2

Phone: 916-358-2885
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 (FGC § 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.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire **two (2) years from the date signed by the Department**, 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 documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

Exhibit A – Project Location

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 PERMITTEE

_____ _____

Ronald S. Sykes — Date

Project Manager

FOR DEPARTMENT OF FISH AND WILDLIFE

_____ _____

Tina Bartlett — Date

Regional Manager

Prepared by: Juan Torres
Senior Environmental Scientist (Specialist)

Exhibit A. Project Location

INDEX OF PLANS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

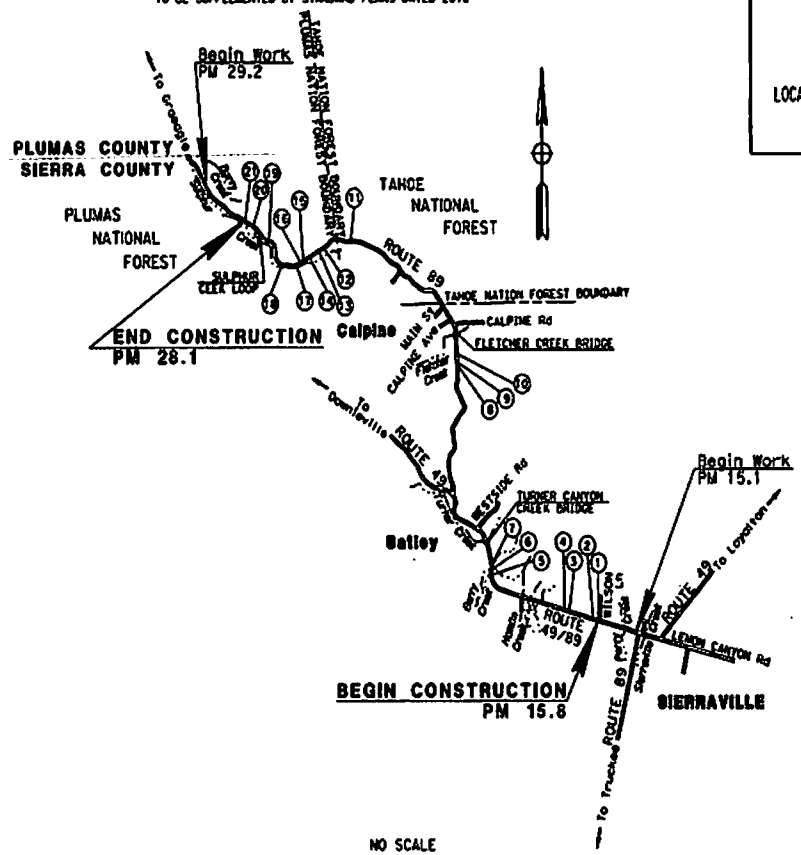
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY

IN SIERRA COUNTY
AT AND NEAR CALPINE
AT VARIOUS LOCATIONS

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2010

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
03	Sie	89	Var	1	

LOCATION MAP



LOCATIONS OF CONSTRUCTION

LOC	CO	ROUTE	POST MILE
1	SIE	89	15.89
2	SIE	89	15.99
3	SIE	89	16.47
4	SIE	89	16.58
5	SIE	89	18.21
6	SIE	89	18.33
7	SIE	89	18.42
8	SIE	89	22.25
9	SIE	89	22.29
10	SIE	89	22.44
11	SIE	89	25.48
12	SIE	89	26.07
13	SIE	89	26.17
14	SIE	89	26.40
15	SIE	89	26.53
16	SIE	89	26.80
17	SIE	89	26.88
18	SIE	89	26.96
19	SIE	89	27.48
20	SIE	89	27.88
21	SIE	89	28.06

PROJECT MANAGER RONALD S. STYLES
DESIGN ENGINEER RONALD S. STYLES

PROJECT ENGINEER — DATE
REGISTERED CIVIL ENGINEER
PLANS APPROVAL DATE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

CONTRACT No.	03-4M4804
PROJECT ID	0300020664

BORDER LAST REVISED 9/30/2012 | CALTRANS WEB SITE IS: HTTP://WWW.DOT.CA.GOV/ | RELATIVE BORDER SCALE IS IN INCHES | UNIT 0484 | PROJECT NUMBER & PHASE 0300020664

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.

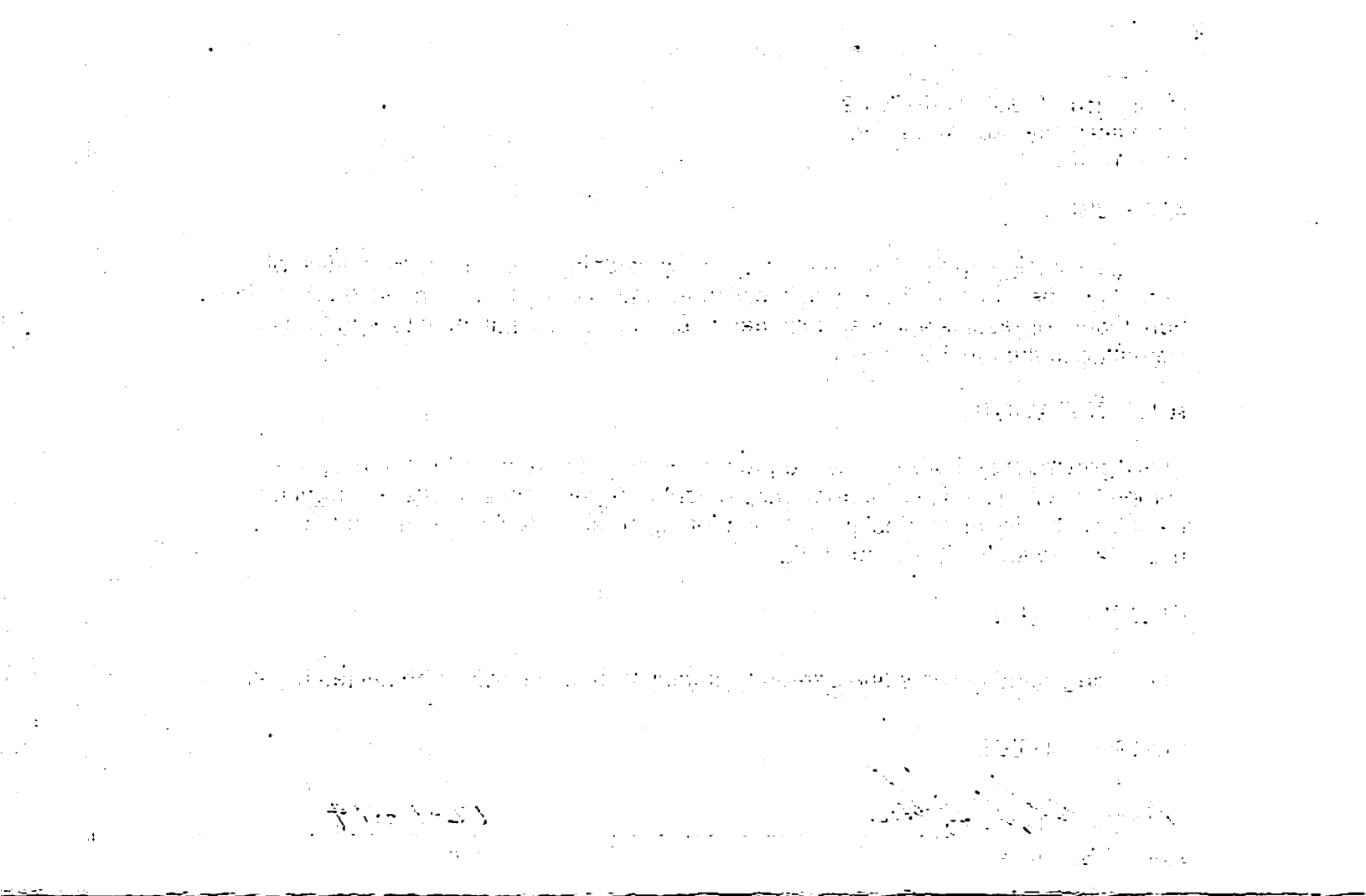
FOR PERMITTEE

Ronald S. Sykes
Project Manager

12-1-14
Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Tina Bartlett
Regional Manager

12/5/14
Date

Prepared by: Juan Torres
Senior Environmental Scientist (Specialist)