

**DEPARTMENT OF FISH AND GAME**CENTRAL COAST REGION  
(707) 944-5520

Mailing address:

POST OFFICE BOX 47  
YOUNTVILLE, CALIFORNIA 94599

Street address:

7329 SILVERADO TRAIL  
NAPA, CALIFORNIA 94558

July 6, 2005

Notification Number: 1600-2004-0153-3

Mr. Jeffrey G. Jensen  
Caltrans – District 4  
Post Office Box 23660  
Oakland, California 94623-0660

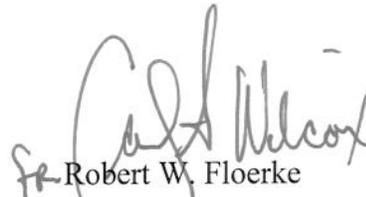
**Streambed Alteration Agreement Amendment  
Marin HOV Gap Closure  
Irwin Creek, Marin County**

The Department of Fish and Game has received your request for an amendment to Streambed Alteration Agreement 1600-2004-0153-3 to include activities changed from the original notification submitted to the Department. Your amendment request of May 1st, 2006 is to change the original scope of work on a box culvert. The scope of work now proposes to extend the existing box culvert in order to accommodate the construction of a proposed bike path.

All other terms and conditions of the original Agreement No. 1600-2004-0153-3 will remain in effect.

A copy of this letter, a copy of the amendment request, and a copy of the original agreement must be provided to the contractor and must be in their possession at the work site.

This amendment was approved by:

  
Robert W. Floerke  
Regional Manager  
Central Coast Region

cc: Warden Gehrt  
Lieutenant Riske

**DEPARTMENT OF FISH AND GAME**

CENTRAL COAST REGION  
(707) 944-5520  
Mailing address:  
POST OFFICE BOX 47  
YOUNTVILLE, CALIFORNIA 94599  
Street address:  
7329 SILVERADO TRAIL  
NAPA, CALIFORNIA 94558



June 14, 2006

Notification Number: 1600-2004-0153-3

Mr. Jeffrey G. Jensen, Caltrans – District 4  
P.O. Box 23660  
Oakland, California 94623-0660

Dear Mr. Jensen:

**Streambed Alteration Agreement Amendment #1  
Marin HOV Gap Closure, Irwin Creek, Marin County**

The Department of Fish and Game (DFG) has received your request for an amendment to Streambed Alteration Agreement 1600-2004-0153-3. You are proposing to extend an existing box culvert in order to accommodate the construction of a bike path. *The following conditions shall apply to the amended activity:*

**Nesting bird surveys**

- A. If work in the riparian zone will occur between March 1 and September 1, a qualified biologist must conduct a survey for nesting birds within one week **prior to** the vegetation removal and/or construction activities, and ensure no nesting birds shall be impacted by the project. These surveys shall include the areas within 200 feet of the edge of the proposed impact area(s). If active nests are found, a minimum of a 50-foot (200 feet for raptors) fence barrier shall be erected around the nest site. No habitat removal or any other work shall occur within the fenced nest zone until the young have fledged, are no longer being fed by the parents, or 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.
- B. In order to mitigate for the additional impacts to Irwin Creek as a result of the culvert extension the applicant shall purchase 0.1-acres of mitigation credit at the Burdell Mitigation Bank as outlined in the amendment application.

## PROJECT DESCRIPTION and PROJECT CONDITIONS

### **Description**

The project is located in San Rafael in Marin County along State Highway 101/580 between PM 9.9 and PM 11.0. The project will add a new lane of highway to the existing roadway closing the HOV lane gap that currently exists in Marin County. The project is large and complex and the portions that will impact streams under Department jurisdiction include the relocation of portions of Irwin Creek and at an unnamed drainage at Harbor Street adjacent to the Highway.

At Harbor Street an existing culvert will be extended and a headwall constructed. Work will require equipment in the streambed and flow in the drainage, if present, will be diverted around the work area.

Irwin Creek will be impacted in at least four locations. In all these instances Irwin Creek will be filled in and at one location rock rip rap will be placed immediately downstream of a concrete reinforced box culvert. To compensate for the loss of stream channel of Irwin Creek new channel will be created adjacent to the impacted sections of Irwin Creek (see attached plans – Project 4, attachments A-F; and Erosion Control Plans EC-3, EC-7 through 9).

The following conditions outlined in the original streambed alteration agreement issued on April 21<sup>st</sup>, 2004 by the Department of Fish and Game shall still apply to the amended activity and are again restated below for your convenience:

### **Conditions**

1. Work in the stream channel shall be confined to the period June 15 to October 15. If the Operator needs more time to complete the authorized activity, the work period may be extended on a day-to-day basis by Jeremy Sarrow at 707-944-5571 or alternately, to the Yountville Office at 707-944-5573.
2. Caltrans shall prepare a detailed Irwin Creek restoration plan showing cross sections of the new channel design and how the new mitigation areas will tie in with the existing channel, an overview of the old and new Irwin Creek on the west side of Highway 101, proposed planting locations including when willow and alder plantings will be installed, and a maintenance and monitoring schedule for the revegetation.
3. Work must be performed in isolation from the flowing stream. Prior to the start of construction, the stream shall be diverted around or through the work area and the work area shall be isolated from the flowing stream. To isolate the work area, water tight coffer dams shall be constructed upstream and downstream of the work area and water diverted, through a suitably sized pipe, from upstream of the upstream coffer dam and discharge downstream of the downstream coffer dam. Coffers shall be constructed of a non-erodible material which does not contain soil or fine sediment. Coffers and the stream diversion system shall remain in place and functional throughout the construction period. If, for any reason, the coffer dams or stream diversion fail, they

shall be repaired immediately.

4. Caltrans shall replace, or cause to have replaced, the approximately native 267 trees to be removed by this project at a 12:1 ratio and maintain the new plantings until established. Tree planting shall occur at China Camp State Parks or other location approved by the Department. Prior to the initiation of any work on State Park's property Caltrans shall pay the Marin District of the California Department of Parks and Recreation the sum of \$140,000 as a stewardship fee.
5. A copy of this agreement must be provided to the Contractor and all subcontractors who work within the stream zone and must be in their possession at the work site.
6. Building materials and/or construction equipment shall not be stockpiled or stored where they could be washed into the water or where they will cover aquatic or riparian vegetation.
7. Debris, soil, silt, bark, rubbish, creosote-treated wood, 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 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 Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.
8. The contractor shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.
9. The Operator is liable for compliance with the terms of this Agreement, including violations committed by the contractors and/or subcontractors. The Department reserves the right to suspend construction activity described in this agreement if the Department determines any of the following has occurred:
  - A). Failure to comply with any of the conditions of this Agreement.
  - B). Information provided in support of the Agreement is determined by the Department to be incomplete or inaccurate.
  - C). Information becomes available to the Department that was not known when preparing the original conditions of this Agreement (including, but not limited to, the occurrence of State or federally listed species in the area or risk to resources not previously observed).
  - D). The project as described in the Agreement has changed or conditions affecting fish and wildlife resources change.

10. Any violation of the terms of this Agreement may result in the project being stopped, a citation being issued, or charges being filed with the District Attorney. Contractors and subcontractors may also be liable for violating the conditions of this agreement.
11. Department personnel or its agents may inspect the work site at any time.

Comparable conditions which may be found in the original agreement shall be substituted by the above conditions. All other terms and conditions of the original Agreement No. 1600-2006-0098-3 will remain in effect.

A copy of this letter, a copy of the amendment request, and a copy of the original agreement must be provided to the contractor and must be in their possession at the work site.

*Please note that you may not proceed with construction until your proposed project has undergone CEQA review and the Department signs the Agreement.*

*I, the undersigned, state that the above is the final description of the project I am submitting to the Department for CEQA review, leading to an Agreement, and agree to implement the conditions above required by the Department as part of that project. I will not proceed with this project until the Department signs the Agreement. I also understand that the CEQA review may result in the addition of measures to the project to avoid, minimize, or compensate for significant environmental impacts:*

Operator's name (print): Caltrans District 4  
Operator's signature: Jeffrey S. [Signature] Office Chief  
Signed the June 19<sup>th</sup> day of \_\_\_\_\_, 2006

**DEPARTMENT OF FISH AND GAME**

CENTRAL COAST REGION

(707) 944-5520

Mailing address:

POST OFFICE BOX 47

YOUNTVILLE CALIFORNIA 94599

Street address:

7329 SILVERADO TRAIL

NAPA CALIFORNIA 94558



April 21, 2004

Notification Number 1600-2004-0153-3

Mr. Chuck Morton  
Caltrans - District 4  
111 Grand Avenue  
Oakland, California 94623-0660

**1602 LAKE AND STREAMBED ALTERATION AGREEMENT**

This agreement is issued by the Department of Fish and Game pursuant to Division 2, Chapter 6 of the California Fish and Game Code:

**WHEREAS**, the applicant Mr. Chuck Morton representing Caltrans, hereafter called the Operator, submitted a signed NOTIFICATION proposing to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed or lake of the following water: Irwin Creek and an unnamed drainage at Harbor Street, located between PM 9.9 and 11 on State Route 101, in the County of Marin, State of California; and

**WHEREAS**, the Department has determined that such operations may substantially adversely affect existing fish and wildlife resources including water quality, hydrology, aquatic or terrestrial plant or animal species; and

**WHEREAS**, the project has undergone the appropriate review under the California Environmental Quality Act; and

**WHEREAS**, the Operator shall undertake the project as proposed in the signed PROJECT DESCRIPTION and PROJECT CONDITIONS (attached). If the Operator changes the project from that described in the PROJECT DESCRIPTION and does not include the PROJECT CONDITIONS, this agreement is no longer valid; and

**WHEREAS**, the agreement shall expire on December 31, 2008; with the work to occur between June 1 and October 15; and

**WHEREAS**, nothing in this agreement authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of the responsibility for compliance with applicable Federal, State, or local laws or ordinances. Placement, or removal, of any material below the level of ordinary high water may come under the jurisdiction of the U. S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act;

**THEREFORE**, the Operator may proceed with the project as described in the PROJECT DESCRIPTION and PROJECT CONDITIONS. A copy of this agreement, with attached PROJECT DESCRIPTION and PROJECT CONDITIONS, shall be provided to contractors and subcontractors and shall be in their possession at the work site.

Failure to comply with all conditions of this agreement may result in legal action.

This agreement is approved by:

Handwritten signature of Robert W. Floerke in black ink.

Robert W. Floerke  
Regional Manager  
Central Coast Region

cc: Fred Botti  
Warden Gehrt  
Bill Cox

**DEPARTMENT OF FISH AND GAME**CENTRAL COAST REGION  
(707) 944-5586*Mailing address:*POST OFFICE BOX 47  
YOUNTVILLE CALIFORNIA 94599*Street address:*7329 SILVERADO TRAIL  
NAPA CALIFORNIA 94558**Notification Number: 1600-2004-0153-3**Operator: Mr. Chuck Morton  
Caltrans, District 4  
111 Grand Avenue  
Oakland, California 94623-0660**PROJECT DESCRIPTION and PROJECT CONDITIONS****Description**

The project is located in San Rafael in Marin County along State Highway 101/580 between PM 9.9 and PM 11.0. The project will add a new lane of highway to the existing roadway closing the HOV lane gap that currently exists in Marin County. The project is large and complex and the portions that will impact streams under Department jurisdiction include the relocation of portions of Irwin Creek and at an unnamed drainage at Harbor Street adjacent to the Highway.

At Harbor Street an existing culvert will be extended and a headwall constructed. Work will require equipment in the streambed and flow in the drainage, if present, will be diverted around the work area.

Irwin Creek will be impacted in at least four locations. In all these instances Irwin Creek will be filled in and at one location rock rip rap will be placed immediately downstream of a concrete reinforced box culvert. To compensate for the loss of stream channel of Irwin Creek new channel will be created adjacent to the impacted sections of Irwin Creek (see attached plans – Project 4, attachments A-F; and Erosion Control Plans EC-3, EC-7 through 9).

**Conditions**

1. Work in the stream channel shall be confined to the period June 1 to October 15. If the Operator needs more time to complete the authorized activity, the work period may be extended on a day-to-day basis by Fred Botti at 707-944-5571 or alternately, to the Yountville Office at 707-944-5520.
2. Caltrans shall prepare a detailed Irwin Creek restoration plan showing cross sections of the new channel design and how the new mitigation areas will tie in with the existing channel, an overview of the old and new Irwin Creek on the west side of Highway 101, proposed planting locations including when willow and alder plantings will be installed, and a maintenance and monitoring schedule for the revegetation.

3. Work must be performed in isolation from the flowing stream. Prior to the start of construction, the stream shall be diverted around or through the work area and the work area shall be isolated from the flowing stream. To isolate the work area, water tight coffer dams shall be constructed upstream and downstream of the work area and water diverted, through a suitably sized pipe, from upstream of the upstream coffer dam and discharge downstream of the downstream coffer dam. Cofferdams shall be constructed of a non-erodible material which does not contain soil or fine sediment. Cofferdams and the stream diversion system shall remain in place and functional throughout the construction period. If, for any reason, the coffer dams or stream diversion fail, they shall be repaired immediately.
4. Caltrans shall replace, or cause to have replaced, the approximately native 267 trees to be removed by this project at a 12:1 ratio and maintain the new plantings until established. Tree planting shall occur at China Camp State Parks or other location approved by the Department. Prior to the initiation of any work on State Park's property Caltrans shall pay the Marin District of the California Department of Parks and Recreation the sum of \$140,000 as a stewardship fee.
5. A copy of this agreement must be provided to the Contractor and all subcontractors who work within the stream zone and must be in their possession at the work site.
6. Building materials and/or construction equipment shall not be stockpiled or stored where they could be washed into the water or where they will cover aquatic or riparian vegetation.
7. Debris, soil, silt, bark, rubbish, creosote-treated wood, 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 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 Operator or any party working under contract, or with the permission of the Operator, shall be removed immediately.
8. The contractor shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.
9. The Operator is liable for compliance with the terms of this Agreement, including violations committed by the contractors and/or subcontractors. The Department reserves the right to suspend construction activity described in this agreement if the Department determines any of the following has occurred:
  - A). Failure to comply with any of the conditions of this Agreement.
  - B). Information provided in support of the Agreement is determined by the Department to be incomplete or inaccurate.

C). Information becomes available to the Department that was not known when preparing the original conditions of this Agreement (including, but not limited to, the occurrence of State or federally listed species in the area or risk to resources not previously observed).

D). The project as described in the Agreement has changed or conditions affecting fish and wildlife resources change.

10. Any violation of the terms of this Agreement may result in the project being stopped, a citation being issued, or charges being filed with the District Attorney. Contractors and subcontractors may also be liable for violating the conditions of this agreement.

11. Department personnel or its agents may inspect the work site at any time.

### **Amendments and Renewals**

The Operator shall notify the Department before any modifications are made in the project plans submitted to the Department. Project modifications may require an amendment or a new notification.

This agreement is transferable to subsequent owners of the project property by requesting an amendment.

To renew the agreement beyond the expiration date, a written request for a renewal must be submitted to the Department (1600 Program, Post Office Box 47, Yountville, California 94599) for consideration at least 30 days before the agreement expiration date. A renewal requires a fee. The Fee Schedule can be obtained at [www.dfg.ca.gov/1600](http://www.dfg.ca.gov/1600) or by phone at (707) 944-5520. Renewals of the original Agreement are issued at the discretion of the Department.

To modify the project, a written request for an amendment must be submitted to the Department (1600 Program, Post Office Box 47, Yountville, California 94599). The fee for an amendment is half (1/2) the original fee. Amendments to the original agreement are issued at the discretion of the Department.

*Please note that you may not proceed with construction until your proposed project has undergone CEQA review and the Department signs the Agreement.*

**I, the undersigned, state that the above is the final description of the project I am submitting to the Department for CEQA review, leading to an Agreement, and agree to implement the conditions above required by the Department as part of that project. I will not proceed with this project until the Department signs the Agreement. I also understand that the CEQA review may result in the addition of measures to the project to avoid, minimize, or compensate for significant environmental impacts:**

Operator's name (print): CHUCK MORTON

Operator's signature: 

Signed the 8<sup>th</sup> day of April, 2004

For Department Use Only				
Notification Number:		Date Received:		Date Completed:
Fees Enclosed?	Yes \$ _____ NO			
Action Taken/Notes:	1600-2004-01533 ck Rec'd 3-11-04			

#82-713281  
 \$1390.50  
 Caltrans

STATE OF CALIFORNIA  
 THE RESOURCES AGENCY  
 DEPARTMENT OF FISH AND GAME

NOTIFICATION OF LAKE OR STREAMBED ALTERATION  
 All fields must be completed unless otherwise indicated.  
 (See enclosures for instructions.)

Sehr  
 Cox

Notification Type	
<input type="checkbox"/> Timber Harvesting Plan (No. _____)	<input type="checkbox"/> Water Application (No. _____)
<input type="checkbox"/> Commercial Gravel Extraction (No. _____)	<input checked="" type="checkbox"/> Other <u>1602</u>

Application Information

	Name	Address	Telephone/FAX
<b>Applicant:</b>	State of California Department of Transportation, District 4 - Deputy District Director, H. Lenka Culik-Caro	111 Grand Avenue Oakland, CA 94623-0660	Business: 510-286-6425 Fax: 510-286-5600
<b>Operator</b>	Chuck Morton, Branch Chief, Office of Biological Science and Permits	111 Grand Avenue Oakland, CA 94623-0660	Business: 510-286-5681 Fax: 510-286-5600
<b>Contractor: (if known)</b>			Business: Fax:
<b>Contact Person: (if not applicant)</b>	Project Manager, Jit S. Pandher	111 Grand Avenue, 11th Floor - Design Contra Costa Oakland, CA 94623-0660	Business: 510-286-6425 Fax:
<b>Property Owner:</b>	State of California Department of Transportation, District 4	111 Grand Avenue Oakland, CA 94623-0660	Business: Fax:

Project Location	
Location Description:	In San Rafael on US Highway 101, between Andersen Drive and Lincoln Avenue.

County	Assessor's Parcel Number
Marin	

USGS Map	Township	Range	Section	Latitude/longitude
San Rafael, CA (467A)	1N	6W	3	37 Deg 58' N/122 Deg 31' W

Name of River, Stream, or Lake:	San Rafael Creek, Irwin Creek
Tributary To?	San Francisco Bay

**NOTIFICATION OF LAKE OR STREAMBED ALTERATION**

(Continued)

Name of Applicant: California Department of Transportation

Project Description	
<b>Project Name:</b>	US 101 HOV Lane Gap Closure Project in San Rafael in Marin County

<b>Start Date:</b>	10/01/04	<b>Completion Date:</b>	4/15/07 5/31/09	<b>Project Cost:</b>	\$ 67.3 Million	<b>Number of Stream Encroachments: (Timber Harvesting Plans Only)</b>	
--------------------	----------	-------------------------	--------------------	----------------------	-----------------	---	--

**Describe project below: (Attach separate pages if necessary)**

See attachment.

Continued on separate page(s)

**Attachments / Enclosures**

**Attach or enclose the required documents listed below and check the corresponding boxes.**

<input checked="" type="checkbox"/> Project description	<input checked="" type="checkbox"/> Map showing project location, including distances and/or directions from nearest city or town	<input checked="" type="checkbox"/> Construction plans and drawings pertaining to the project
---	---	---

Attach or enclose the documents listed below, if complete, and check the corresponding boxes

<b>Completed CEQA documents:</b>	<input type="checkbox"/>	Notice of Exemption	<input type="checkbox"/>	Negative Declaration	<input type="checkbox"/>	Mitigated Negative Declaration
	<input checked="" type="checkbox"/>	Draft or Final Environmental Impact Report	<input type="checkbox"/>	Notice of Determination		

<b>Copies of applicable local, State, or federal permits, agreements, or other authorizations:</b>	<input type="checkbox"/>	Local. Describe:
	<input type="checkbox"/>	State. Describe:
	<input type="checkbox"/>	Federal. Describe:

I hereby certify that all information contained in this notification is true and correct and that I am authorized to sign this document. I understand that in the event this information is found to be untrue or incorrect, I may be subject to civil or criminal prosecution and the Department may consider this notification to be incomplete and/or cancel any Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand that this notification is valid only for the project described herein and that I may be subject to civil or criminal prosecution for undertaking a project that differs from the one described herein, unless I have notified the Department of that project in accordance with the Fish and Game Code Section 1602.

I understand that a Department representative may need to inspect the property where the project described herein will take place before issuing a Lake or Streambed Alteration Agreement pursuant to this notification. In the event the Department determines that a site inspection is necessary, I hereby authorize the Department to enter the property where the project described herein will take place to inspect the property at any reasonable time and certify that I am authorized to grant the Department permission to access the property.

I request the Department to first contact me at (insert telephone number) \_\_\_\_\_ to schedule a date and time to enter the property where the project described herein will take place and understand that this may delay the Department's evaluation of the project described herein.

*Chad Norton*

*3-9-04*

Operator or Operator's Representative

Date