



DEPARTMENT OF FISH AND WILDLIFE

Charlton H. Bonham, Director

North Central Region  
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Rancho Cordova, CA 95670-4599  
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SEP 08 2015

Date

Patrick D. Bishop  
California Department of Transportation  
703 B Street  
Marysville, CA 95901

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2015-0121-R2

Dear Mr. Bishop:

Enclosed is the Final Streambed Alteration Agreement (Agreement) for the Culvert Rehabilitation 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, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations 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](mailto:Juan.Torres@wildlife.ca.gov).

Sincerely,

Tina Bartlett  
Regional Manager

cc: Juan Torres, [Juan.Torres@wildlife.ca.gov](mailto:Juan.Torres@wildlife.ca.gov)  
*California Department of Fish and Wildlife*

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2015-0121-R2 (REVISION 1)

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
CULVERT REHABILITATION 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 Patrick D. Bishop.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on May 26, 2015, 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 State Route (SR) 20 at an ephemeral stream at post mile (PM) 30.08 and at a permanent stream at PM 30.44 tributary to North Fork Deer Creek, in the County of Nevada, State of California. The project is located on the Washington California U.S. Geological Survey (USGS) 7.5-minute quadrangle, R10E, T17N, Section 23.

**Exhibit A** includes Figure 1 depicting the project location.

**PROJECT DESCRIPTION**

Caltrans proposes to rehabilitate two culverts by placing 20-foot sections of pipe liners in the existing corrugated metal pipes culverts. The liners will be inserted from the culvert outlet towards the inlet. The proposed project will temporarily impact an area of 20 feet by 20 feet of both culvert outlets. The culvert located in the perennial stream will require a water diversion and will be accessed through out an existing hiking trail and a U.S. Forest Service Road. Approximately 7 conifers will be removed and vegetation

removal will be required at the close proximity to the culverts. Vegetation will be clipped to ground level and removed by hand when possible. No riparian vegetation will be removed.

Construction equipment would include, but would not be limited to backhoes, bobcat, compressor, hauling truck.

**Exhibit A** includes Figure 2 depicting the project impacts.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: nesting birds and aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disruption to nesting birds, disruption to aquatic or terrestrial plant and wildlife species, change in contour of channel or bank, soil compaction or other disturbance.

## **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 Nesting Birds. To avoid impacts to nesting birds, both ground and canopy nesters, construction activities shall not take place during the active nesting season (approximately February 1 through August 31). If avoidance of the active nesting season is not feasible, construction activities may occur only if focused surveys for active bird nests are conducted. The survey shall be conducted within a minimum ¼ mile radius of project activities) or within the extension of Caltrans right of way. The results of the nest survey shall be submitted to the Department before the start of work. The results of the survey shall include the following information: name of biologist(s) conducting surveys, dates of survey, total field time of survey efforts, and the type of species nesting. If no active nests are found during the survey, no further consultation is required.

If the survey identifies an active nest, the Permittee shall prepare and submit to the Department a Bird Management and Monitoring Plan (Plan) which includes survey results and establishes the necessary buffers to avoid take of a nest pursuant to

FGC 3503 and 3503.5. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities. The Department shall respond within ten (10) calendar days.

For active nests, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

If a lapse in project-related work of fifteen (15) calendar days or longer occurs, another focused survey and consultation with the Department shall be required before project work can be reinitiated.

- 2.3 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 gravel-filled bags, 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. **This condition does not allow for the take or disturbance of any State or federally listed species, or State-listed species of special concern.** A qualified biologist shall be onsite during all dewatering and diversion activities.
- 2.4 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 FGC §5937.
- 2.5 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. Only certified weed-free materials shall be used in BMP applications. 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. **Products with plastic monofilament or cross joints in the netting that are bound/stitched**

**(such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**

- 2.6 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.
- 2.6.1 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.
- 2.6.2 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.
- 2.6.3 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.
- 2.6.4 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.
- 2.6.5 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.
- 2.7 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.

- 2.8 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.
- 2.9 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 gravel-filled bags.
- 2.10 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact the Department immediately or proceed as described in the Incidental Take Permit for the project.
- 2.11 Stabilized Areas with Soil. Soils exposed by project operations shall be treated to prevent sediment run-off and transport. Erosion control measures shall include the proper installation of BMPs and may include applications of seed, certified weed free straw, compost, fiber, commercial fertilizer, stabilizing emulsion mulch, or combinations thereof. Following construction all disturbed upland areas shall be stabilized and re-seeded with an erosion control mix consisting of regionally appropriate, native grass and forb species. Revegetation of such sites shall be completed as soon as possible after project activities in those areas cease.

### 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 within any of the ephemeral streams. 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  
Patrick D. Bishop  
703 B Street  
Marysville, CA 95901  
Phone: 530-741-5331  
Email: patrick.d.bishop@dot.ca.gov

*Contact person:*

Kelli Angell  
703 B Street  
Marysville, CA 95901  
Phone: 530-741-4486  
Email: kelli.angell@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 #: 1600-2015-0121-R2  
Phone: 916-358-2885  
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](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

### **TERM**

This Agreement shall expire **December 21, 2018**, 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.

A. Figure 1 – 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.

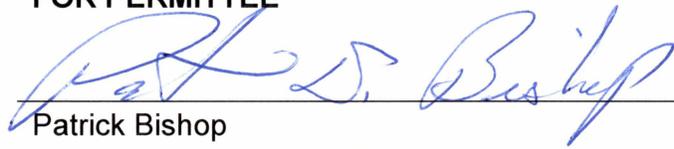
**AUTHORIZATION**

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**

  
\_\_\_\_\_  
Patrick Bishop  
Project Manager

8-31-15  
\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

  
\_\_\_\_\_  
Tina Bartlett  
Regional Manager

9/8/15  
\_\_\_\_\_  
Date

Prepared by: Juan Lopez Torres  
Senior Environmental Scientist (Specialist)

