

**FOR CONTRACT NO.: 03-3M7704**  
**PROJECT ID: 0300000599**

# **INFORMATION HANDOUT**

## **WATER QUALITY**

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**CENTRAL VALLEY REGION**  
**WATER QUALITY CERTIFICATION - 401 PERMIT, WDID#5A09CR00107**

## **AGREEMENTS**

**CALIFORNIA DEPARTMENT OF FISH AND GAME**  
**NOTIFICATION No. 1600-2010-0085-R2**

## **MISCELLANEOUS**

**PHOTOGRAPHS**  
**GEOGRAPHIC LOCATION (LATITUDE, LONGITUDE)**

**ROUTE: 03-ED-50-56.3/58.4**



# California Regional Water Quality Control Board Central Valley Region

Katherine Hart, Chair

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114  
Phone (916) 464-3291 • FAX (916) 464-4645  
<http://www.waterboards.ca.gov/centralvalley>



Arnold  
Schwarzenegger  
Governor

Linda S. Adams  
Secretary for  
Environmental  
Protection

12 July 2010

Michael Cane  
California Department of Transportation  
703 B Street  
Marysville, CA 95901

***CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY  
CERTIFICATION AND WASTE DISCHARGE REQUIREMENTS FOR DISCHARGE OF  
DREDGED AND/OR FILL MATERIALS; EL DORADO 50 CULVERT REHABILITATION  
PROJECT (WDID#5A09CR00107), EL DORADO COUNTY***

This Order responds to your 20 May 2010 application submittal for the Water Quality Certification of a culvert replacement project impacting approximately 0.004 acre (64 linear feet) of waters of the United States.

**WATER QUALITY CERTIFICATION STANDARD CONDITIONS:**

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and §3867 of Title 23 of the California Code of Regulations (23 CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required under 23 CCR §3833, unless otherwise stated in writing by the certifying agency.
4. Certification is valid for the duration of the described project. This certification is no longer valid if the project (as currently described) is modified, or coverage under Section 404 of the Clean Water Act has expired.

***California Environmental Protection Agency***

**ADDITIONAL TECHNICALLY CONDITIONED CERTIFICATION CONDITIONS:**

In addition to the four standard conditions, California Department of Transportation (Caltrans) shall satisfy the following:

1. Caltrans shall notify the Central Valley Water Quality Control Board (Central Valley Water Board) in writing 7 days in advance of the start of any in-water activities.
2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. All areas disturbed by project activities shall be protected from washout or erosion.
4. Caltrans shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
5. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working during all phases of construction.
6. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
7. Caltrans shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to this office within two weeks of initiation of sampling and every two weeks thereafter. The sampling frequency may be modified for certain projects with written permission from the Central Valley Water Board.

<b>Parameter</b>	<b>Unit</b>	<b>Type of Sample</b>	<b>Frequency of Sample</b>
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	ml/l	Grab	Same as above.
Visible construction related pollutants	Observations	Visible Inspections	Continuous throughout the construction period

8. Activities shall not cause turbidity increases in surface water to exceed:
- (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
  - (b) where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
  - (c) where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
  - (d) where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
  - (e) where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Water Board.

9. Activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream from the project.
10. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the work area or downstream. Caltrans shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.
11. Caltrans shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
12. Caltrans shall comply with all California Department of Fish and Game 1600 requirements for the project.
13. Caltrans must obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities issued by the State Water Resources Control Board for any project disturbing an area of 1 acre or greater.
14. Construction, dewatering, and removal of the temporary dams shall not create conditions where the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded. If water quality criteria are exceeded Richland Communities shall notify the Central Valley Water Board immediately.
- Caltrans**
15. When work in a flowing 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/pipe's 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.

16. The Conditions in this water quality certification are based on the information in the attached "Project Information." If the information in the attached Project Information is modified or the project changes, this water quality certification is no longer valid until amended by the Central Valley Water Board.
17. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law and section 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance with this Order.
  - a. If Caltrans or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the applicant is subject to civil, for each day of violation, or criminal liability.
  - b. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require Caltrans to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
  - c. Caltrans shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this certification and determining the ecological success of the project.
18. Caltrans shall provide a Notice of Completion (NOC) no later than 30 days after the project completion. The NOC shall demonstrate that that the project has been carried out in accordance with the project's description (and any amendments approved). The NOC shall include a map of the project location(s), including final boundaries of any in situ restoration area(s), if appropriate, and representative pre and post construction photographs. Each photograph shall include a descriptive title, date taken, photographic site, and photographic orientation.

**ADDITIONAL STORM WATER QUALITY CONDITIONS:**

Caltrans shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, Caltrans must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:

- (a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and implemented, as appropriate, before construction;
  - (b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
2. Caltrans must minimize the short and long-term impacts on receiving water quality from the El Dorado 50 Culvert Rehabilitation Project by implementing the following post-construction storm water management practices and as required by the local agency permitting the project, as appropriate:
- (a) reduce peak runoff flows;
  - (b) provide treatment BMPs to reduce pollutants in runoff;
  - (c) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
  - (d) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
  - (e) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);
  - (f) use existing drainage master plans or studies to estimate increases in pollutant loads and flows resulting from projected future development and require incorporation of structural and non-structural BMPs to mitigate the projected pollutant load increases in surface water runoff;
  - (g) identify and avoid development in areas that are particularly susceptible to erosion and sediment loss, or establish development guidance that protects areas from erosion/ sediment loss;

**REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:**

Skyler Anderson, Environmental Scientist  
11020 Sun Center Drive #200  
Rancho Cordova, California 95670-6114  
sanderson@waterboards.ca.gov  
(916) 464-4849

**WATER QUALITY CERTIFICATION:**

I hereby issue an order certifying that any discharge from the Caltrans, El Dorado 50 Culvert Rehabilitation Project (WDID# 5A09CR00107) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with Caltrans' project description and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the *Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009.



*for* Pamela C. Creedon  
Executive Officer

Enclosure: Project Information

cc: See enclosure, page 9

## PROJECT INFORMATION

**Application Date:** 20 May 2010

**Applicant:** Michael Cane  
California Department of Transportation (Caltrans)  
703 B Street  
Marysville, CA 95901

**Project Name:** El Dorado 50 Culvert Rehabilitation Project

**Application Number:** WDID# 5A09CR00107

**Type of Project:** Culvert Rehabilitation Project

**Project Location:** Section 18, 19, 23 and 24, Township 11 North, Range 17 East, MDB&M.  
Latitude: 38°47'30" and Longitude: -120°09'30"

**County:** El Dorado County

**Receiving Water(s) (hydrologic unit):** Unnamed perennial and ephemeral drainages tributary to the South Fork of the American River, Sacramento Hydrologic Basin, American River Hydrologic Unit #514.35, Kyburz HSA

**Water Body Type:** Streambed

**Designated Beneficial Uses:** *The Water Quality Control Plan for the Sacramento River and San Joaquin River*, Fourth Edition, revised September 2009 (Basin Plan) has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND), Hydropower Generation (POW); Groundwater Recharge, Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); and Wildlife Habitat (WILD).

**Project Description (purpose/goal):** The El Dorado 50 Culvert Rehabilitation Project consists of the rehabilitation of 17 culverts on El Dorado Highway 50 at Post Mile (PM) 56.3 to 58.4, near Strawberry. The scope of work includes installing culvert liners, replacing corrugated steel pipe sections, drainage inlets, flared end sections and headwalls, repairing spalled concrete, and installing rock slope protection.

The culvert system at PM 56.38 carries an un-named perennial stream and the culvert systems at PM's 56.53, 57.68, 57.73 and 57.98 carry un-named intermittent and ephemeral streams that have been determined jurisdictional "other waters" of the United States. As a result of culvert rehabilitation activities approximately 0.004 acre of un-vegetated will be temporarily impacted and approximately 0.0002 acre of un-vegetated stream bed will be permanently impacted.

**Preliminary Water Quality Concerns:** Construction activities may impact surface waters with increased turbidity and settleable matter.

**Proposed Mitigation to Address Concerns:** Caltrans will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. Caltrans will conduct turbidity and settleable matter testing during in-water work, stopping work if Central Valley Water Board Basin Plan criteria are exceeded or are observed.

**Fill/Excavation Area:** Approximately 10 cubic yards of clean soil fill; concrete and pipe liner will be placed into 0.004 acre (64 linear feet) of un-vegetated streambed.

**Dredge Volume:** None

**U.S. Army Corps File Number:** Non-reporting

**U.S. Army Corps of Engineers Permit Number:** Nationwide Permit #14

**Department of Fish and Game Streambed Alteration Agreement:** Caltrans applied for a Streambed Alteration Agreement on 17 May 2010.

**Possible Listed Species:** None

**Status of CEQA Compliance:** Caltrans approved the Categorical Exemption and filed a Notice of Exemption on 29 September 2009.

**Compensatory Mitigation:** None

**Application Fee Provided:** Total fees of \$668.00 have been submitted to the Central Valley Water Board as required by 23 CCR §3833b(3)(A) and by 23 CCR §2200(e).

## DISTRIBUTION LIST

U.S. Army Corp of Engineers  
Sacramento District Office  
Regulatory Section, Room 1480  
1325 J Street  
Sacramento, CA 95814-2922

United States Fish & Wildlife Service  
Sacramento Fish & Wildlife Office  
2800 Cottage Way  
Sacramento, CA 95825

Jeff Drongesen  
Department of Fish and Game  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670

Bill Jennings  
CA Sportfishing Protection Alliance  
3536 Rainier Avenue  
Stockton, CA 95204

(Electronic copy only) Bill Orme  
State Water Resources Control Board  
401 Certification and Wetlands Unit Chief

(Electronic copy only) Dave Smith  
Wetlands Section Chief (W-3)  
United States Environmental Protection Agency



California Natural Resources Agency  
**DEPARTMENT OF FISH AND GAME**  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599  
916-358-2900  
<http://www.dfg.ca.gov>

*ARNOLD SCHWARZENEGGER, Governor*  
*JOHN McCAMMON, Director*



July 14, 2010

Michael Cane  
Caltrans - District 3  
703 B Street  
Marysville, CA 95901

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2010-0085 -R2  
El Dorado 50 Culvert Maintenance Project

Dear Mr. Cane:

Enclosed is the final Streambed Alteration Agreement ("Agreement") for the El Dorado 50 Culvert Maintenance Project ("Project"). Before the 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 [date].

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 Gary Hobgood, Staff Environmental Scientist at 916-983-6920 or [ghobgood@dfg.ca.gov](mailto:ghobgood@dfg.ca.gov).

Sincerely,



Kent Smith  
Acting Regional Manager

ec: Gary Hobgood

[ghobgood@dfg.ca.gov](mailto:ghobgood@dfg.ca.gov)

## **CALIFORNIA DEPARTMENT OF FISH AND GAME**

North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599  
916-358-2900



Streambed Alteration Agreement  
Notification No. 1600-2010-0085 -R2  
Unnamed Tributaries to the South Fork of the American River  
California Department of Transportation  
El Dorado 50 Culvert Maintenance Project

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

### **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on May 24, 2010 that Permittee intends to complete the project described herein.

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

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

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

### **PROJECT LOCATION**

The project is located at Unnamed Tributaries to the South Fork of the American River, in the County of El Dorado, State of California; Latitude 38 47.797, Longitude -120 8.743.

### **PROJECT DESCRIPTION**

This is a culvert maintenance project. The work involves installing liners in approximately 17 culverts located on State Route 50 in El Dorado County from PM 56.3 to PM 58.4. Other minor items of work involve replacing portions of existing culverts as needed, replacing flared end sections as needed, replacing drainage inlets as necessary, traffic control, water diversion and water pollution control BMPs. The culvert work in jurisdictional waterways is limited to the following activity: PM 56.38- Repair Spalled Concrete. This site will need a water diversion (see attached Water Diversion Plan); PM 56.53- Line 36" Culvert with a CIPP culvert liner and replace the flared end section at the culvert inlet; PM 57.68- Line 18" Culvert with a CIPP culvert liner, replace eight feet of CSP at the culvert outlet and remove two feet CSP and replace with four feet at the culvert inlet; PM 57.73- Line 18" Culvert with High Density

Polyurethane culvert liner and replace two feet of CSP at the culvert outlet; PM 57.98-  
Line 30" Culvert with a CIPP culvert liner.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: various life stages of fish, other forms of vertebrate and invertebrate aquatic life, amphibians, reptiles and nesting birds and riparian plant 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; change in channel cross-section (confinement or widening); loss of bank stability during construction; increase of bank erosion during construction; soil compaction or other disturbance to soil layer; debris transport impedance (from culverts and bridges); increased turbidity; short-term release of contaminants (e.g., incidental from construction); loss or decline of riparian and/or emergent marsh habitat; loss or decline of instream channel habitat; direct impacts from dredging on benthic organisms; disruption to nesting birds and other wildlife: direct take of terrestrial species; loss of wildlife connectivity to water source; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); and diversion of flow water from, or around, activity site.

## **STREAM ZONE DEFINED**

All components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, including El Dorado CULVERT LINING Natural Environment Study, El Dorado County dated July 2009 and the construction plan set is hereby incorporated into this agreement to describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

## **2. Avoidance and Minimization Measures**

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

- 2.1 Work Period. The time period for completing the work within the stream zone shall be restricted to periods of low or no stream flow and dry weather and shall be confined to the period of June 15 to October 15. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the

work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.

- 2.3 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipe's or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.
- 2.4 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the Fish and Game Code. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.
- 2.5 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.6 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. 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 silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the

turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.

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

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 **Site Restoration.** All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded areas shall be covered with broadcast straw and/or jute netting (monofilament erosion blankets are not authorized).

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone of unnamed tributaries to the South Fork American River. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

### **CONTACT INFORMATION**

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

To Permittee:

California Department of Transportation  
Michael Cane  
703 B Street  
Marysville, CA 95901  
Michhael\_Cane@dot.ca.gov

To DFG:

Department of Fish and Game  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Attn: Lake and Streambed Alteration Program – Gary L. Hobgood  
Notification #1600-2010-0085 R2  
ghobgood@dfg.ca.gov

**LIABILITY**

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

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

**SUSPENSION AND REVOCATION**

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

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

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

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

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

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

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

## **AMENDMENT**

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

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

## **TRANSFER AND ASSIGNMENT**

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

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

## **EXTENSIONS**

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

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

## **EFFECTIVE DATE**

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

## **TERM**

This Agreement shall expire on December 31, 2014, 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.

## **AUTHORITY**

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

**AUTHORIZATION**

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

**CONCURRENCE**

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

**FOR CALIFORNIA DEPARTMENT OF  
TRANSPORTATION**

*Dan Walker*  
\_\_\_\_\_  
Signature:

*7/6/2010*  
\_\_\_\_\_  
Date

Print Name: *DAN WALKER*

**FOR DEPARTMENT OF FISH AND GAME**

*Kent Smith*  
\_\_\_\_\_  
Kent Smith  
Acting Regional Manager

*7/13/10*  
\_\_\_\_\_  
Date

Prepared by: Gary L. Hobgood  
Staff Environmental Scientist



Inlet - Drainage System No. 1, PM 56.31, 11/19/08



Outlet - Drainage System No. 1, PM 56.31, 11/19/08



Inlet - Drainage System No. 2, PM 56.34, 11/19/08



Outlet - Drainage System No. 2, PM 56.34, 11/19/08



**Inlet - Drainage System No. 3, PM 56.38, 11/19/08**



**Outlet - Drainage System No. 3, PM 56.38, 11/19/08**



**Outlet - Drainage System No. 3, PM 56.38, 11/19/08**



Inlet - Drainage System No. 4, PM 56.53, 11/18/08



Manhole-Drainage System No. 4 PM 56.53 11/18/08



Inlet - Drainage System No. 5



Outlet - Drainage System No. 5



Inlet - Drainage System No. 6



Outlet - Drainage System No. 6



Inlet - Drainage System No. 7



Outlet - Drainage System No. 7



Inlet - Drainage System No. 8



Outlet - Drainage System No. 8



Inlet - Drainage System No. 9



Outlet - Drainage System No. 9



ED 50 57.00  
7-24-08

Inlet - Drainage System No. 10



ED 50 57.00  
7-24-08

Outlet - Drainage System No. 10



ED 50 57.19  
7-24-08

Inlet - Drainage System No. 11



ED 50 57.19  
7-24-08

Outlet - Drainage System No. 11



Inlet - Drainage System No. 12



Outlet - Drainage System No. 12



Inlet - Drainage System No. 13



Inlet - Drainage System No. 13



Outlet - Drainage System No. 13



Outlet - Drainage System No. 13



Inlet - Drainage System No. 14



Outlet - Drainage System No. 14



Inlet - Drainage System No. 15



Outlet Access (Strawberry Lodge Parking Lot Drainage Inlet) - Drainage System No. 15



Inlet - Drainage System No. 16



Outlet - Drainage System No. 16



Inlet - Drainage System No. 17



Outlet Access (Manhole) - Drainage System No. 17

CONTRACT No. 03-3M7704		ED-50-56.3/58.4	
Loc No.	PM	LATITUDE	LONGITUDE
1	56.31	38.789323869	120.17110041
2	56.34	38.789348758	120.17036465
3	56.38	38.789283732	120.16978837
4	56.53	38.788963987	120.16706200
5	56.57	38.788922474	120.16633243
6	56.60	38.788840616	120.16576121
7	56.66	38.788518716	120.16471887
8	56.71	38.788315104	120.16394796
9	56.83	38.787647521	120.16187449
10	57.00	38.786929691	120.15836754
11	57.19	38.787947220	120.15571944
12	57.52	38.791722088	120.15198373
13	57.68	38.793551046	120.15042363
14	57.73	38.794169338	120.14982854
15	57.98	38.796199673	120.14595382
16	58.19	38.798792973	120.14386210
17	58.36	38.801035400	120.14262270