

# INFORMATION HANDOUT

For Contract No. [10-0V6204](#)

At [10-Cal-26-8.3/8.6](#)

Identified by

Project ID [1000020114](#)

## PERMITS

California Department of Fish and Wildlife

## MATERIALS INFORMATION

Water Source Information



JAN 12 2016

Date

Arvinder Bajwa  
California Department of Transportation  
1976 E. Dr. Martin Luther King Jr. Boulevard  
Stockton, CA 95205

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2015-0246-R2

Dear Mr. Bajwa:

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

ec: Juan Torres, [juan.torres@wildlife.ca.gov](mailto:juan.torres@wildlife.ca.gov)

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2015-0246-R2

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
VISTA DEL LAGO DRIVE SIGNALIZATION 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 Arvinder Bajwa.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on October 23, 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 on State Route (SR) 26, post mile 8.4 within an unnamed intermittent stream tributary to Cosgrove Creek, in the County of Calaveras, State of California. The project is located on the Valley Springs U.S. Geological Survey (USGS) 7.5-minute quadrangle, R10E, T04N, Section 26. Latitude 38.169448°, Longitude - 120.838442°.

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

## **PROJECT DESCRIPTION**

Construction of the project will:

- Install two traffic signal poles at all four corners of the Intersection. Piles length will vary from 6 to 12 feet.
- Install a 545 foot long turn lane on SR 26 west of Vista Del Lago Drive.
- Install a 360 foot long turn lane on SR 26 east of Vista Del Lago Drive.
- Acquire additional right of way to widen SR 26 and Vista Del Lago Drive to accommodate the turn lanes. Widening will vary from one to eight feet from existing edge of pavement.
- Install Americans with Disabilities Act compliant curb ramps at the northwest, northeast and southeast comers of the Intersection.
- Add a cross walk across SR 26 at the Intersection.
- Remove the existing two steel 10-inch culverts and inlets that run under SR 26 and replace them with a single 18-inch concrete culvert. The new concrete culvert will be installed within the existing footprint below SR 26 and will have the same length. The project will also place 13 cubic yards of rock slope protection outside the Department jurisdiction along SR 26.
- Replace existing storm drain culverts with larger 24-inch reinforced concrete pipes. Install new drainage inlets at the new curb ramp returns and re-grade drainage ditches that are backfilled due to the widening.

No permanent impacts to the Department jurisdictional areas will occur as a result of the project.

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.** If Permittee begins project activities during the nesting period for birds (February 1 to September 1), then the Permittee shall avoid impacts to nesting birds. Permittee shall initiate pre-construction surveys to avoid impacts to nesting birds if any construction activities have the potential to be in conflict with nesting migratory birds during the nesting period. If active nests are found, the Permittee shall notify the department and a temporary no-disturbance buffer as approved by the Department shall be created to protect the nest and the birds. No habitat removal or any other work shall occur within the temporary disturbance buffer (even if the nest continues active beyond September 1st) until the young have fledged and will no longer be impacted by the project.
- 2.3 **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.**
- 2.4 **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.
- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 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.

- 2.4.4 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.
- 2.4.5 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.
- 2.5 Inspection of Project Equipment. Permittee shall inspect all vehicles, watercraft, tools, waders and boots, and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 Site Restoration. All exposed/disturbed areas and access points within the stream left barren of vegetation as a result of the construction activities, such as staging areas, shall be restored using locally native grass and/or forb seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally

native grass/forb seeds. Seeded areas shall be covered with broadcast straw and/or seeded erosion control blankets.

### **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  
Arvinder Bajwa  
1976 E. Dr. Martin Luther King Jr. Boulevard  
Stockton, CA 95205  
Phone: 209- 948-7988  
Email: arvinder.bajwa@dot.ca.gov

***Contact person:***

Christy Lafayette  
1976 E. Dr. Martin Luther King Jr. Boulevard  
Stockton, CA 95205  
Phone: 209-942-6011  
Email: christy.lafayette@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 #: 1600-2015-0246-R2  
Phone: 916-358-2885  
Fax: 916-358-2912  
Email: R2LSA@wildlife.ca.gov

**LIABILITY**

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

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

**SUSPENSION AND REVOCATION**

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

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

**ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

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

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

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

## **AMENDMENT**

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

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

## **TRANSFER AND ASSIGNMENT**

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

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

## **EXTENSIONS**

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

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

## **EFFECTIVE DATE**

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

## **TERM**

This Agreement shall expire **five years from the execution of this Agreement**, 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
- Figure 2 – Water Features

## 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.

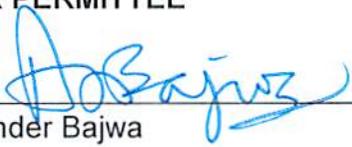
## AUTHORIZATION

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

  
\_\_\_\_\_  
Arvinder Bajwa  
Project Manager

01/07/16  
\_\_\_\_\_  
Date

## FOR DEPARTMENT OF FISH AND WILDLIFE

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

1/12/16  
\_\_\_\_\_  
Date

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



Figure 2 – Water Features



- Legend
- Project Impact Area (PIA)
  - Intermittent Channels
    - 1A- 0.0 Impact Acres within PIA
    - 1B- 0.0 Impact Acres within PIA
    - 2- 0.0 Impact Acres within PIA

Water Features  
10-CAL-26  
PM 8.4  
EA: 10-0V620  
Project ID# 10-0002-0114  
Vista Del Lago Drive Signalization

0 0.04 0.08 0.16 Miles

## Lao, Allen@DOT

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**From:** Robert Creamer <robertc@ccwd.org>  
**Sent:** Tuesday, January 26, 2016 8:08 AM  
**To:** Lao, Allen@DOT  
**Cc:** Bob Godwin  
**Subject:** RE: EA 10-0V6201 Route 26/Vista Del Lago Signal Project (Water Availability)

Allen,

Sorry for not responding sooner. It's been busy out here.

Non-potable water is unavailable via CCWD's infrastructure in the area of your project.

Potable water would be available. Your contractor would need to apply for and use one of four fill stations on New Hogan Dam Road. Have them contact me for information at 209-754-3192.

Let me know if you need further information,

Robert Creamer  
Calaveras County Water District

209-754-3192  
[robertc@ccwd.org](mailto:robertc@ccwd.org)

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**From:** Lao, Allen@DOT [mailto:[allen.lao@dot.ca.gov](mailto:allen.lao@dot.ca.gov)]  
**Sent:** Friday, January 15, 2016 3:50 PM  
**To:** Robert Creamer <robertc@ccwd.org>  
**Subject:** EA 10-0V6201 Route 26/Vista Del Lago Signal Project (Water Availability)

Hi Robert,

California is currently under a Mandatory Water Rationing due the drought. For this reason, Caltrans has created a policy in regard to water usage for all projects. For every project, the Project Engineer is obligated to identify a water source (non-potable and/or potable) within 50 miles of the project limit. This information will be included into the project package as information for the Contractor.

We have a Safety Improvements project which includes installation of traffic signals and intersection modification. The water usage is estimated to be 46,000 gallons. It is anticipated that this project will begin construction during the Fall of 2016 or Spring of 2017. Please let me know if there may be non-potable water available. I want to reassure you that we are not looking for a commitment from Calaveras County Water District, just a non-potable water source that the Contractor may contact during construction.

Please contact me if you have any questions.

Thank you,

**Allen Lao**  
Project Engineer

Caltrans District 10  
Design IV, Branch L  
*(209) 948-3888*  
*"Room 258"*