

INFORMATION HANDOUT

For Contract No. 01-0B4004

At 01-Hum-101-R15.0 , 29.4

Identified by

Project ID 0112000124

WATER QUALITY

California Regional Water Quality Control Board

North Coast Region WDID No. 1B14114RHUM

AGREEMENTS

California Department of Fish and Wildlife

Notification No. 1600-2014-0267-R1

AT&T

Notice to Owner No. 01-2103

Owners File No. A00251N

01-0B4004
01-Hum-101-R15.0 , 29.4
Project ID 0112000124

WATER QUALITY

California Regional Water Quality Control Board

North Coast Region WDID No. 1B14114RHUM

Contact Information:

Brenda Thompson

(707) 576-2699



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

North Coast Regional Water Quality Control Board

January 15, 2015

Ms. Talitha Hodgson
California Department of Transportation
1656 Union St.
Eureka, CA 95503

Dear Ms. Hodgson:

Subject: Notice of Applicability (NOA) for Coverage under the State Water Resources Control Board's Statewide General Waste Discharge Requirements for Dredge or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction (Order No. 2004-0004-DWQ) for the State Route 101 South Humboldt Storm Repair Project

File: South Humboldt Storm Repair EA No. 01-0B400; ECM PIN CW-810556; WDID No. 1B14114RHUM

On November 6, 2014, the California Department of Transportation (Caltrans) submitted a *Report of Waste Discharge General Information Form for Waste Discharge Requirements or NPDES Permit (ROWD)* with the intent of receiving a waiver of waste discharge requirements for the proposed State Route 101 South Humboldt Storm Repair Project (Project). The Project involves installing 33 horizontal underground drains above the South Fork Eel River at post-mile 14.97.

North Coast Regional Water Quality Control Board (Regional Water Board) staff have reviewed the ROWD and have determined that the State Water Resources Control Board's *Statewide General Waste Discharge Requirements for Dredge or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction* (Order No. 2004-0004-DWQ, hereinafter "General WDRs") is the appropriate permitting mechanism for the Project, and that the submitted ROWD will serve as a Notice of Intent for coverage under the General WDRs. Regional Water Board staff has determined that the Project, as described in the ROWD and supplemental application materials, meets the eligibility requirements for coverage under the General WDRs. The Project plans provided in the ROWD are included as an attachment to this NOA ("12/9/14 NOI Project Plans").

The proposed Project activities involve installation of 33 horizontal drains below the highway surface along the southbound State Route 101 embankment. A twelve-inch manifold pipe would be installed to convey the drainage to an existing grouted rock apron above the Eel River ordinary high water mark. Project construction would require a temporary access road between the river and the embankment. There are approximately

JOHN W. CORLETT, CHAIR | MATTHEW ST. JOHN, EXECUTIVE OFFICER

5550 Skylark Blvd., Suite A, Santa Rosa, CA 95403 | www.waterboards.ca.gov/northcoast

0.12-acres of State jurisdictional wetlands within the access road footprint. To prevent permanent impacts to the wetlands, Caltrans shall operate a track-mounted drill rig and any other heavy equipment using temporary wetland protection mats within the access road footprint. Caltrans shall also monitor the manifold outlet annually for three to five consecutive years to ensure the introduced flows are not resulting in excessive erosion in the vicinity of the outlet.

Receiving Water: Unnamed wetlands below top of bank of the South Fork Eel River in the Weott Hydrologic Sub Area No. 111.31.

Permanent Area Impacted: None

Temporary Area Impacted: 0.12 acres

Fill Volume: None

Latitude/Longitude: 40.147361, -123.801333

Compensatory Mitigation: None

Regional Water Board staff has determined that the proposed activities may proceed under the General WDR and you should familiarize yourself with its provisions. Please call Brendan Thompson at (707) 576-2699 if you have any questions.

Sincerely,



Matthias St. John
Executive Officer

150115_BJT_dp_Caltrans_HUM101PM14.97_NOA

Weblink: State Water Resources Control Water Quality Order 2004-0004-DWQ for Dredged or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction can be found at http://www.waterboards.ca.gov//board_decisions/adopted_orders/water_quality/2004/wqo/wqo2004-0004.pdf

Attachment: 12/9/14 NOI Project Plans

cc: Bill Orme, State Water Resources Control Board

01-0B4004
01-Hum-101-R15.0 , 29.4
Project ID 0112000124

AGREEMENTS

California Department of Fish and Wildlife

Notification No. 1600-2014-0267-R1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 1 - NORTHERN
619 SECOND STREET
EUREKA, CALIFORNIA, 95501

RECEIVED

JAN 12 2015



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2014-0267-R1
UNNAMED TRIBUTARIES TO SOUTH FORK EEL RIVER

CDFW - EUREKA

CALIFORNIA DEPARTMENT OF TRANSPORTATION
HUMBOLDT COUNTY HUM 101 SOUTH HUMBOLDT STORM DAMAGE
EA 01-0B400; S.R. 101 PMs 14.5-15.5 ("15.0")

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the California Department of Transportation (Caltrans) (Permittee) as represented by Ms. Talitha Hodgson.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified CDFW on September 24, 2014, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, CDFW 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 situated on Unnamed Tributaries to South Fork Eel River, tributary to Eel River, tributary to Pacific Ocean. The project is located in the County of Humboldt; State of California; Section 1, Township 4 South, Range 3 East, Humboldt Base and Meridian; Miranda U.S. Geological Survey 7.5-minute quadrangle.

PROJECT DESCRIPTION

Caltrans is proposing to replace a culvert located at PM 14.97, and install 33 horizontal drains below the highway surface along the southbound embankment on State Route (S.R.) 101 in Humboldt County between Post Miles (PMs) 14.5 and 15.5. A manifold pipe will be installed to collect discharge from the horizontal drains, and will outlet onto

an existing rock energy dissipater in the location where the culvert currently drains. The horizontal drain installation will require construction of an access road down the slope to the existing bench for a drill rig and associated equipment to access the work area. The access road will begin on the highway shoulder where a segment of metal beam guardrail (MBGR) will be removed. The existing bench used for access will need to be graded or widened in locations to permit work from the bench and to lay the manifold pipe in a downward sloping grade.

The culvert at PM 14.97 will be replaced in-kind and work will be done by cut and cover from the highway surface. The existing headwall will be replaced in-kind (approximately 2.06 yds³). The southbound embankment, shoulder, and one southbound lane will be excavated and reconstructed and then overlain and restriped. The MBGR that is removed will be replaced in-kind.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: **Chinook salmon (*Oncorhynchus tshawytscha*), coho salmon (*O. kisutch*), steelhead (*O. mykiss*)**, other non-game and game fishes, amphibians, reptiles, aquatic invertebrates, mammals, nesting resident and migratory birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

- direct and/or indirect mortality of fish, amphibians and other aquatic species;
- impede up- and/or down- stream migration of aquatic species;
- injury to downstream fish and benthic invertebrates and spawning and/or rearing habitats through sediment transport and deposition and/or spills of deleterious materials;
- temporary increase of sediment and turbidity;
- colonization by non-native and/or invasive plants;
- disruption of nesting behavior and decreased reproductive success due to construction disturbance; and
- loss of occupied passerine habitat and nests, including eggs and/or nestlings, as a result of vegetation removal.

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, readily available at the project site at all times and shall be presented to CDFW 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 in responsible positions 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 CDFW 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, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and other aquatic species, Permittee shall implement each measure listed below.

- 2.1 Except where otherwise stipulated in this Agreement, all work shall be in accordance with the forms, work plans, drawings, biological reports and maps submitted with Notification No. 1600-2014-0267 as revised and submitted by December 10, 2014.
- 2.2 All work within the bed, bank and channel shall be confined to the period June 1 through October 15 of each year.
- 2.3 If weather conditions permit, the Permittee may perform work within the stream channel or on the banks after October 15, provided: 1) a written request is made at least 5 days before the proposed work period variance, and 2) written approval is received from CDFW prior to the continuation of work after October 15. Variance requests may be approved or denied by CDFW based on site conditions and weather forecasts.
- 2.4 If vegetation must be removed during the nesting season (February 15 to August 31) nest surveys shall be conducted prior to clearing vegetation. If active nests are identified during surveys, Permittee shall consult with CDFW and the US Fish and Wildlife Service to avoid impacts to migratory birds.
- 2.5 If sightings or den sites of ring-tailed cat (*Bassariscus astutus*), Pacific fisher (*Martes pennanti*), or marten (*Martes americana*) are encountered in the course of activities at project sites, the Permittee shall immediately notify and consult with

CDFW to identify any measures that may be needed to avoid take or minimize adverse impacts to these species.

- 2.6 No fill material shall be placed within a stream except as specified in this Agreement.
- 2.7 If water is present during operations:
- a) All work shall be performed in isolation from surface and subsurface flow to the maximum extent feasible.
 - b) A temporary clear water diversion shall be constructed prior to any work, using cofferdams to catch and divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment transport downstream. The diversion shall be adequately sized to accommodate the full range of flows that may occur during the diversion period without overtopping into the work area and shall be adequately screened to prevent fish or wildlife entrapment or impingement. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Mineral soil shall not be used in the construction of cofferdams.
 - c) A biologist shall be on-site to survey, identify, and if necessary, remove and relocate aquatic organisms from the stream channel as flows are shifted into the clear water diversion in order to minimize mortality due to stranding.
 - d) Flowing water shall be cleanly bypassed and/or prevented from entering the work area through pumping or gravity flow, and cleanly returned to the stream below the work area. Flow diversions shall be done in a manner that prevents pollution and/or siltation and provides flows to downstream reaches.
 - e) The Permittee shall remove any turbid water and sediment present in the work area prior to restoring water flow through the project site, and place them in a location where they cannot enter the Waters of the State. Turbid water pumped from the work area may be used for construction purposes (compaction, dust abatement, etc.) or shall properly disposed of in an upland area where it will not drain to surface waters or wetlands. Once work is completed cofferdams shall be removed and stream flow restored.
- 2.8 Equipment shall not operate in a live (flowing) stream or wetted channel except as may be necessary to construct and remove in-stream structures to catch and contain water (i.e., cofferdams) to divert stream flow and isolate the work site, or as otherwise specifically provided for in this Agreement.
- 2.9 Any equipment or vehicles driven and/or operated at the project site shall be checked and maintained in a manner which prevents materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat.

- 2.10 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations unless specifically authorized to do so under this Agreement. Where feasible, hand tools (chain saws, etc.) shall be used to trim woody riparian vegetation to the extent necessary to gain access to work sites. Whenever possible, root systems shall be left intact to facilitate more rapid recovery following temporary construction impacts.
- 2.11 Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams. Where needed, the Permittee shall use native vegetation or other treatments including native slash, jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall be made with wildlife-friendly, biodegradable¹ products that will not entrap or harm wildlife. Permanent erosion control products shall not contain synthetic (e.g., plastic or nylon) netting or materials.
- 2.12 All bare mineral soil outside the stream bed exposed in conjunction with project activities shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Erosion control shall include using native duff and slash or seeding and mulching with native seeds and slash. No known invasive grass, forb, or shrub seed shall be used.
- 2.13 Erosion control measures shall be monitored and maintained during and after major storm events. Modifications, repairs, and improvements to erosion control measures shall be made following storm events to prevent sediment from entering surface waters or wetlands as needed.
- 2.14 Encroachments and associated structures, fills, and other exposed soils shall be armored as needed to protect fill, structures, and the stream channel and banks from erosion.
- 2.15 The Permittee shall provide site maintenance for the life of the structures, including, but not limited to, re-applying erosion control to minimize surface erosion and ensuring drainage structures, the benched access road, and streambeds and banks remain sufficiently armored and stable.
- 2.16 Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high water mark before such flows occur or the end of the yearly work period, whichever comes first.
- 2.17 Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place on the bench above the South Fork

¹ Photodegradable synthetic products are not considered biodegradable.

of the Eel. All such fluids and containers shall be disposed of properly. Heavy equipment parked on the bench above the south Fork Eel River or within or adjacent to a stream shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.

2.18 All activities performed in the field which involve the use of petroleum or oil based substances shall employ absorbent material designated for spill containment and clean up activity on site for use in case of accidental spill. Clean-up of all spills shall begin immediately. The Permittee shall immediately notify the State Office of Emergency Services at 1-800-852-7550 for all types of hazardous materials spills and incidents. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

2.19 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from construction work, 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 complete, any excess materials or debris within 150 feet of the stream channel shall be removed from the work area and disposed of properly prior to the first rainfall.

2.20 When the existing ^{DRAINAGE SYSTEM INCLUDING THE} culvert is replaced at PM 14.97, Permittee shall ensure ^{it} culvert is sized to pass the estimated 100-year flood flow including debris and sediment loads, without overtopping or diverting, from four sources: both stream channels, the perforated ditch drain pipe, and overland flow from the inside ditch. Culvert sizing factors shall include transport of bedload, and the abundance and size of woody debris likely to be introduced to the stream upstream of the culvert.

2.21 The permanent culvert and outfall structure at PM 14.97 shall be aligned with the stream channel, as wide as or wider than the channel width, and shall have a downspout and/or energy dissipators below the outfall as needed to effectively control erosion. Downspouts shall be securely attached to the culvert and staked or otherwise anchored to the fill slope.

2.22 Riparian habitats adjacent to the work areas and benched access shall be designated as Environmentally Sensitive Areas (ESAs) and shall be protected from disturbance by construction activities. ESA fencing shall be installed as a first order of work and shall remain in place until all construction activities area complete.

2.23 Any widening of the benched access road that must occur to permit equipment (e.g. drill rig) access, installation of drains and the manifold pipe, and/or placement of ESA fencing, shall be completed as full-bench excavation, with no side-cast on the river bank side.

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11-12-15

JA
11-12-15

2.24 The following measures apply to use of concrete slurry:

- a) Groundwater and subsurface flow encountered during work with concrete slurry shall be contained or removed by placing in a tanker truck or settling basin or containment structure on stable soil outside of the channel. The settling basin shall not be allowed to drain to or be pumped to the stream unless the stored water has a pH less than 9.0 and the water is less turbid than the stream flow into which it is released.
- b) The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures. When the 7-day National weather forecast of rain for Garberville at <http://www.weather.gov> includes a minimum of 5 consecutive days with any chance of precipitation, 3 consecutive days with a 30% or greater chance of precipitation, or 2 consecutive days of 50% or greater chance of precipitation, Permittee shall finish all work underway, immediately deploy erosion control materials, and refrain from starting any new work prior to the rain event. Erosion control measures shall be stockpiled on site if encroachment work occurs when the NWS forecast predicts a "chance" or greater (30% or more) of rain within the week following construction activity.
- c) At all times when the Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.
- d) To prevent the release of materials that may be toxic to fish and other aquatic species, concrete slurry shall be isolated from surface water, and from subsurface water to the maximum extent feasible, and allowed to dry/cure for a minimum of 30 days. As an alternative, the Permittee shall monitor the pH of any water that has come into contact with the concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to flow downslope or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request.
- e) Water that has been in contact with uncured concrete shall be contained in a concrete washout facility, Baker tank, or other impervious container and shall not be discharged to surface or ground waters.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Permittee shall notify CDFW within the 7-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, and the anticipated start date. Subsequently, the Permittee shall notify CDFW no later than 7 days after the project is fully completed.

CONTACT INFORMATION

Written communication that Permittee or CDFW submits to the other shall be delivered to the address below unless Permittee or CDFW specifies otherwise:

To Permittee:

Ms. Talitha Hodgson
Caltrans
1656 Union St.
Eureka, CA 95501
Email: talitha.hodgson@dot.ca.gov

To CDFW:

California Department of Fish and Wildlife
Northern Region
619 2nd Street
Eureka, CA 95501
Attn: Lake or Streambed Alteration Program
Notification No. 1600-2014-0267-R1
Fax: (707) 441-2021

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 CDFW'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

CDFW 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 CDFW 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 CDFW 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 CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW 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 CDFW'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

CDFW may amend the Agreement at any time during its term if CDFW 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 CDFW and Permittee. To request an

amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Calif. Code Regs., Title 14, Section 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 CDFW 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 CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Calif. Code Regs., Title 14, Section 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 CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Calif. Code Regs., Title 14, Section 699.5). CDFW shall process the extension request in accordance with FGC Section 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 Section 1605(f)).

EFFECTIVE DATE

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

TERM

This Agreement shall expire ***three years*** from the effective date, 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 CDFW in accordance with FGC Section 1602.

CONCURRENCE

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

FOR CALIFORNIA DEPT. OF TRANSPORTATION

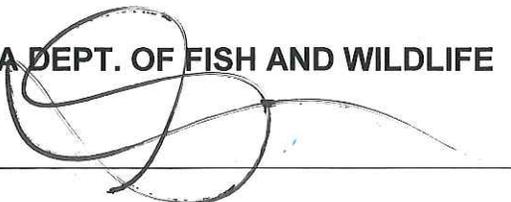


Talitha Hodgson
Project Manager

12/29/14

Date

FOR CALIFORNIA DEPT. OF FISH AND WILDLIFE



Gordon Leppig
Senior Environmental Scientist (Supervisory)

1/12/15

Date

01-0B4004
01-Hum-101-R15.0 , 29.4
Project ID 0112000124

AGREEMENTS

AT&T

Notice to Owner No. 01-2103
Owners File No. A00251N

NOTICE TO OWNER

RW 13-4 (Rev. 1/2009)

NOTICE TO OWNER

Dist.	County	Route	PM	E.A.
01	HUM	101	15.0, 29.4	0B4001
Federal Aid No.: N/A				
Owners File: A00251N				
Date: January 15, 2015		Freeway: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Number 01-2103

To: **AT&T**
2125 Occidental Rd.
Santa Rosa, CA 95401

Attn: **Mike McAfee**

Because of the State Highway construction project: To reconstruct roadway and drainage in Humboldt County near Redway at 1.5 miles south of Hurlbutt UC# 4-213 and 1.1 miles south of Williford Rd UC# 4-117.

Which affects your facilities: Underground fiber-optic facilities.

You are hereby ordered to: Relocate underground fiber-optic facilities as shown on the attached AT&T plans which were approved on January 15, 2015.

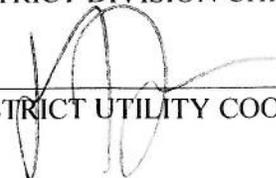
Your work schedule shall be as follows: State's Contractor to relocate fiber-optic facilities during construction. An AT&T Representative is to be on-site during relocation of AT&T facilities.

Caltrans Resident Engineer, Lucy Kostrzewa (707) 834-1036, to notify Mike McAfee, AT&T Public Works Coordinator at (415) 499-4900, and Marlene Allen, AT&T Engineer at (707) 445-4069, 72 hours prior to initial start of work, and 48 hours prior to subsequent restart when the work schedule is interrupted.

Liability for the cost of the work is: The existing facilities were installed longitudinally in the freeway and were previously relocated in March 2008 (EA 01-460001). This is a second or subsequent relocation of existing facilities within a period of ten years; therefore relocation is at STATE expense under the provisions of Section 704 of the Streets and Highways Code.

DISTRICT DIRECTOR

DISTRICT DIVISION CHIEF

By 
 DISTRICT UTILITY COORDINATOR

CC: Resident Engineer
 Permits
 R/W
 Design Engineer
 Marlene Allen (AT&T)

THIS NOTICE DOES NOT CONSTITUTE A PERMIT. OBTAIN AN ENCROACHMENT PERMIT BEFORE STARTING WORK.

UTILITY AGREEMENT

RW 13-5 (REV 9/2014)

DISTRICT	COUNTY	ROUTE	POST MILE	EA	PROJECT ID
01	Humboldt	101	15.0, 29.4	01-0B4001	0100020260
FEDERAL AID NUMBER		OWNER'S FILE NUMBER			
N/A		Job No. A00251N			
FEDERAL PARTICIPATION:					
On the Project		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		On the Utilities	
				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Owner Payee Data No. VC 0000003901 AD025 or Form STD 204 is attached. **UTILITY AGREEMENT NO. 01-UT-2103 DATE 1-15-2015**

The State of California, acting by and through the Department of Transportation, hereinafter called "STATE" proposes to reconstruct roadway and drainage on Route 101 in Humboldt County near Redway at 1.5 miles south of Hurlbutt UC# 4-213 and 1.1 miles south of Williford Rd UC# 4-117. and

NAME: AT&T CaliforniaADDRESS: 2125 Occidental Rd., Santa Rosa, CA 95401

hereinafter called "OWNER," owns and maintains underground fiber-optic facilities within the limits of STATE's project which requires relocation to accommodate STATE's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 01-2103 dated January 15, 2015, STATE shall relocate OWNER's underground fiber optic facilities as shown on OWNER's Plan referenced as Job No. A00251N which was approved by Caltrans design on 1/15/15, which are included in STATE's Contract Plans for the improvement of State Route 101, EA 01-0B4001 which, by this reference, are made a part hereof. Deviations from the OWNER's plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner. OWNER shall have the right to inspect the work by STATE's contractor during construction. Upon completion of the work by STATE, OWNER agrees to accept ownership and maintenance of the constructed facilities.

II. LIABILITY FOR WORK

This is a second or subsequent relocation of existing facilities within a period of ten years; therefore, relocation is at STATE expense under the provisions of Section 704 of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the work to be performed by STATE for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Contract; however, all questions regarding the work being performed will be directed to STATE's Resident Engineer for their evaluation and final disposition.

OWNER shall have a representative on site during all construction activities addressed in Section 1 above. The associated costs of having the OWNER's representative on site shall be at the OWNER's expense.

IV. GENERAL CONDITIONS

OWNER will remain onsite during all construction activities addressed in Section 1 above.

It is understood and agreed that OWNER will fully defend, indemnify, and save harmless CALTRANS and all of its officers, employees and CALTRANS' contractors from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, or CALTRANS' contractors, under this contract, except under determination of contractor negligence.

State represents and warrants that this Utility Agreement is not subject to 23 CFR 635.410, the BA provisions.

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

UTILITY AGREEMENT (Cont.)

RW 13-5 (REV 9/2014)

UTILITY AGREEMENT NO. 01-UT-2103

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE:

OWNER:

By [Signature] 1-15-15
Print Name JEREMIAH JOYNER Date
Title District Utility Coordinator
Redding/Eureka

By [Signature] 1/15/2015
Print Name CASEY HAILEY Date
Title MEMBER OSP DESIGN

APPROVAL RECOMMENDED:

By [Signature] 1-15-15
Print Name DAN KAISER Date
Title Associate Right of Way Agent
District 1- Eureka, Ca

By _____
Print Name _____ Date
Title _____

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

Distribution: 2 originals to Accounting
1 original to Utility Owner
1 original to Utility File

[Additional Information from AT&T](#)

If an extension of the innerducts is needed:

- The innerduct itself is 1 ½” HDPE and is fairly flexible.
- There are no preformed radius sweeps or bends.
- For the duct with fiber, insert straight sections of split 2” rigid schedule 40 PVC conduit. Carefully make a cut in the existing duct sufficiently away from the end of the run to allow the flexible HDPE to be manipulated at the barrel vault and then fill in the straight sections with the split duct.
- Maintain the required minimum radius of 5’ when sweeping to the vault or at any other bend locations.
- The ends of the innerduct must extend above the grade inside the barrel vault by at least 6”
- Avoid allowing any debris to contaminate the innerduct.
- Maintain continuity of any mule tape or pull ropes that may be inside the existing innerduct.

1 ½” HDPE with an O.D. of 1.9”

NOMINAL DUCT SIZE	OUTSIDE DIAMETER	WALL THICKNESS	INSIDE DIAMETER	MINIMUM UNSUPPORTED BEND RADIUS	SAFE WORKING PULL STRENGTH	WEIGHT PER 1000 FT.
1-1/2"	1.900"+.012"	.141"+.020"	1.598"	20"	1455 LBS.	343 LBS.

2” split duct with an I.D. of 2.067 SCH 40 SPLIT CONDUIT

PART #	DESCRIPTION	I.D.	O.D.	WEIGHT PER 10'
P2F	2" SCH 40 SPLIT CONDUIT	2.067	2.375	8.50 LBS.

[Contact Information](#)

Michael R. McAfee

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 michael.mcafee@att.com | M-415.233.1474 | O-415.499.4900 | F-415.456.2344