

FOR CONTRACT NO.: 02-4C2904

INFORMATION HANDOUT

WATER QUALITY

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

PERMITS

UNITED STATES ARMY CORPS OF ENGINEERS
NON-REPORTING NATIONWIDE 404 PERMIT

AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME
NOTIFICATION NO. R1-08-0484



California Regional Water Quality Control Board

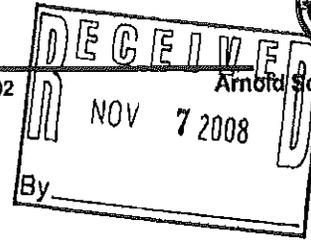
Central Valley Region

Karl E. Longley, ScD, P.E., Chair.



Linda S. Adams
Secretary for
Environmental Protection

415 Knollcrest Drive, Suite 100, Redding, California 96002
(530) 224-4845 • Fax (530) 224-4857
<http://www.waterboards.ca.gov/centralvalley>



Arnold Schwarzenegger
Governor

6 November 2008

Mr. Ed Espinoza
California Department of Transportation, District 2
1657 Riverside Drive, MS 30
Redding, CA 96001-0536

ACTION ON REQUEST FOR AMENDED CLEAN WATER ACT §401 WATER QUALITY CERTIFICATION FOR DISCHARGE OF DREDGED AND/OR FILL MATERIALS FOR THE WESTWOOD CULVERTS PROJECT, WDID NO. 5A18CR00015a, WESTWOOD, LASSEN COUNTY

ACTION:

1. Order for Standard Certification
2. Order for Technically-conditioned Certification
3. Order for Denial of Certification

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. The Discharger shall notify the Regional Water Board in writing within 7 days of project completion.



ADDITIONAL CONDITIONS (for Certification Action 2):

In addition to the four standard conditions, the applicant shall satisfy the following:

1. Discharger shall notify the Central Valley Regional Water Quality Control Board (Regional Water Board) in writing of the start of any in-water activities.
2. Except for activities permitted by the U.S. Army Corps of Engineers (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. The discharge of petroleum products or other excavated materials to surface waters is prohibited.
4. Activities shall not cause turbidity increases in surface waters to exceed:
 - a. where natural turbidity is between 0 and 5 Nephelometric Turbidity Units (NTUs), increases shall not exceed 1 NTU;
 - b. where natural turbidity is between 5 and 50 NTUs, increases shall not exceed 20 percent;
 - c. where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - d. 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.

5. 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.
6. Activities shall not cause visible oil, grease, or foam in the work area or downstream.
7. All areas disturbed by project activities shall be protected from washout or erosion.
8. In the event that project activities result in the deposition of soil materials or creation of a visible plume in surface waters, the following monitoring shall be conducted immediately upstream and 300 feet downstream of the work site and the results reported to this office within two weeks:

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	mL/l	Grab	Same as above.

9. Discharger shall notify the Regional Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
10. Discharger shall notify the Regional Water Board immediately of any spill of petroleum products or other organic or earthen materials.
11. In the event of any violation or threatened violation of the conditions of this certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes §401(d) of the 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 assure compliance with the water quality standards and other pertinent requirements incorporated into this certification.
12. In response to a suspected violation of any condition of this certification, the Regional Water Board may require the holder of any permit or license subject to this certification to furnish, under penalty of perjury, any technical or monitoring reports the Regional Water Board deems appropriate, provided that the burden, including costs, of the reports shall be a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.
13. In response to any violation of the conditions of this certification, the Regional Water Board may add to or modify the conditions of this certification as appropriate to ensure compliance.
14. Discharger complies with all Department of Fish and Game 1600 requirements for the project as required in Lake & Streambed Alteration Agreement No. R1-08-0484. Discharger shall comply with all requirements of Corps §404 permit reference No. SPK-2008-01085.
15. The California Department of Transportation shall comply with their General NPDES Permit Order No 99-06-DWQ (NPDES No. CAS 000003) issued by the State Water Resources Control Board.

REGIONAL WATER BOARD CONTACT PERSON:

Scott A. Zaitz, R.E.H.S., Redding Branch Office, 415 Knollcrest Drive, Suite 100, Redding, California 96002, (530) 224-4784, szaitz@waterboards.ca.gov

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that any discharge from the Westwood Culverts Project (WDID No. 5A18CR00015) 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

6 November 2008

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 the applicant's project description and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the Regional Water Board, Water Quality Control Plan (Basin Plan).



(for) PAMELA C. CREEDON
Executive Officer

SAZ: clg/sae

Enclosure: Project Information

cc: Mr. Matt Kelley, U.S. Army Corp of Engineers, Redding
Mr. Dave Smith, U.S. Environmental Protection Agency, Region 9, San Francisco
U.S. Fish and Wildlife Service, Sacramento
Ms. Donna Cobb, Department of Fish and Game, Region 1, Redding
Mr. Bill Orme, State Water Resources Control Board, Certification Unit, Sacramento
Mr. Bill Jennings, CALSPA, Stockton

U:\Clerical Documents\Correspondence_Final\Stormwater\ZaitzS\2008\November\401 Westwood Curve Project 5A18CR00015a.doc



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1326 J STREET
SACRAMENTO CA 95814-2922

October 15, 2008

REG OCT 22 2008 By _____

Regulatory Division (SPK-2008-01085)

Mr. Edward Espinoza
Environmental Management, R1
Caltrans, North Region
1657 Riverside Drive
Redding, California 96001

Dear Mr. Espinoza:

We are responding to your July 11, 2008 request for a Department of the Army permit for the Westwood Culverts project, Phases A, B and C. This approximately 12 +/-acre project involves activities, including the discharge of dredged or fill material, into waters of the United States to repair, replace and/or extend existing degraded culverts. The site is located at McKenzie Meadow on State Route (SR) 36 between Post Miles 4.3 / and 10.36, in Section 4, Township 28 North, Range 9 East, in Lassen County, California.

Based on the information you provided, the proposed activity in approximately 1.69-acres of wetlands and other waters of the United States is authorized by Nationwide Permit Number 23, Approved Categorical Exclusion. However, until Section 401 Water Quality Certification for the activity has been issued or waived, our authorization is denied without prejudice. Once you have provided us evidence of water quality certification, the activity is authorized and the work may proceed subject to the conditions of certification and the Nationwide Permit. Your work must comply with the general terms and conditions listed on the enclosed Nationwide Permit information sheets and the following special conditions:

1. To ensure on-site compensatory mitigation compliance for temporary impacts, the document entitled *Mitigation and Monitoring Plan for Impacts to Other Waters of the United States from the Westwood Culverts project, Attachment C* of the Pre-Construction Notification received July 11, 2008, is incorporated by reference as a condition of this authorization except as modified by the following special conditions:

2. To mitigate on-site for the temporary loss of .797-acres of wetlands and .173-acres of waters of the United States, you shall restore .797-acres of wetlands, including wet meadow, seasonal wetland and freshwater marsh, and .173-acres of waters, including perennial and intermittent stream, as per the July 11, 2008, Mitigation and Monitoring Plan for Impacts to Waters

of the United States from the Westwood Culverts project. Your responsibility to complete the required compensatory mitigation will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the U.S. Army Corps of Engineers.

3. To ensure on-site compensatory mitigation success, you shall monitor the on-site mitigation for 10 years or until the success criteria described in the incorporated documents describing the mitigation plans are met, whichever is greater. This period shall commence upon completion of the on-site mitigation construction/re-vegetation. Additionally, continued success of the on-site mitigation, without human intervention, must be demonstrated for three consecutive years, once the success criteria have been met. The on-site mitigation plan will not be deemed successful until this criterion has been met.

4. To mitigate for the permanent loss of .443-acres of wetlands and .283-acres of waters of the United States, you shall construct 1.329-acres of wetlands including wet meadow, seasonal wetland and freshwater marsh and .849-acres of waters including perennial and intermittent stream within Crescent Mills Wetland Conservation Area. Your responsibility to complete the required compensatory mitigation will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the U.S. Army Corps of Engineers.

5. Following the completion of compensatory mitigation at Crescent Mills Wetland Conservation Area, you shall provide to this office a GIS map (aerial base photo) of the compensatory mitigation area ascribed to Westwood Culverts project. All digital data and associated metadata must be provided in an Environmental Systems Research Institute (ESRI) shapefile format on a digital medium (CD).

6. You shall employ Best Management Practices (BMP's) to avoid and minimize environmental impacts and follow the specifications and standards described in the Water Pollution Control Plan (WPCP), to prevent erosion and sedimentation during and after construction. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations and conditions. The affected areas must be vegetated with a native seed mix.

7. All equipment staging, including Temporary Construction Easements (TCE's), shall take place within Caltrans approved areas within the project boundary. Prior to construction implementation, you shall ensure all equipment staging, TCE's, demolition and disposal, excavation, off pavement detours, and borrow and fill areas, have been evaluated under National Environmental Policy Act (NEPA), Section 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act and all required permits have been obtained.

8. We understand the Federal Highway Administration is the lead federal agency for this project, and as such, will ensure the work complies with the National Environmental Policy Act, the Endangered Species Act, the National Historical Preservation Act and any other applicable federal laws. This authorization is contingent upon the permittee implementing all actions necessary to comply with these requirements.

9. To document pre- and post-project construction conditions, you shall submit numbered and dated photos of the permanent and temporary impact areas within the project site prior to project implementation and numbered and dated post-construction photos of the same areas within 30 days after project completion.

10. You must allow representatives from the Corps of Engineers to inspect the authorized activity and any mitigation, preservation, or avoidance areas at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

11. You shall have a qualified biologist, who is aware of the locations of all waters of the United States within the project boundary monitor construction activities. The monitor shall ensure no unauthorized activities occur within avoided waters. The monitor shall have the authority to stop work immediately if any unauthorized fill occurs in waters of the United States, including wetlands. Our office shall be contacted immediately.

12. To prevent unauthorized fills and unforeseen impacts, you shall, prior to proceeding with any activity otherwise authorized by this permit, install fencing and appropriate signage around the entire perimeter of avoided waters of the U.S. within the project area. All fencing surrounding avoidance areas shall allow unrestricted visibility of these areas to discourage vandalism, destruction or disturbance. An example of fencing includes chain link or similar type.

13. You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.

This verification is valid for two years from the date of this letter or until the Nationwide Permit is modified, reissued, or revoked, whichever comes first. Failure to comply with the General Conditions of this Nationwide Permit, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing our customer survey at http://www.spk.usace.army.mil/customer_survey.html. Your passcode is "conigliaro".

Please refer to identification number SPK-2008-01085 in any correspondence concerning this project. If you have any questions, please contact Ms. Leah Fisher at our California North Branch, 1325 J Street, Room 1480, Sacramento, California, email leah.m.fisher@usace.army.mil, or telephone 916-557-6639. You may also use our website: www.spk.usace.army.mil/regulatory.html.

Sincerely,



Nancy A. Haley
Chief, California North Branch

Enclosures

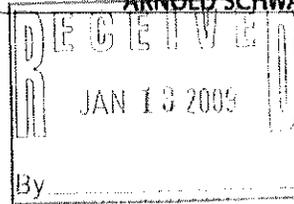
Copy Furnished without enclosures:

- Mr. Peter Cross, U.S. Fish and Wildlife Service, Endangered Species Division, 2800 Cottage Way, Suite W2605, Sacramento, California 95825-3901
- Mr. Dave Smith, U.S. Environmental Protection Agency, Wetlands Regulatory Office (WTR-8), 75 Hawthorne Street, San Francisco, California 94105-3901
- Mr. Bill Orme, Chief, Water Quality Certification Unit, State Water Resources Control Board, 1001 I Street, Sacramento California 95814-2828
- Ms. Eva Begley, California Department of Transportation, Environmental Planning/Resources Liaison, North Region, 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833-4246



DEPARTMENT OF FISH AND GAME

http://www.dfg.ca.gov
Northern Region
601 Locust Street
Redding, California 96001
(530) 225-2367



NOTIFICATION NO. R1-08-0484

Page 1 of 7

AGREEMENT REGARDING PROPOSED LAKE OR STREAMBED ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called DFG, and Mr. Ed Espinoza, representing California Department of Transportation District 2, hereinafter jointly and severally called the Entity (Responsible Party), is as follows:

WHEREAS, pursuant to Division 2, Chapter 6 of the California Fish and Game Code (Code), the Responsible Party, on September 10, 2008, notified DFG of the intention to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed of, the following waters: Goodrich Creek, tributary to Goose Lake, in the County of Lassen. These waters are located in Sections 2-4, T28N, R9E; Sections 25 and 35, T29N, R9E; and Sections 19, 20, 30, and 35, T29N, R10E, Mount Diablo Base and Meridian, in the Westwood East USGS 7.5-minute quadrangle.

WHEREAS, DFG has determined that without implementation of the conditions contained within this Agreement, such operations may substantially adversely affect existing fish and wildlife resources including, but not limited to: game and non-game fishes, amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

THEREFORE, DFG hereby proposes measures to protect fish and wildlife resources during the Responsible Party's work. The Responsible Party hereby agrees to accept and conduct all activities in accordance with the following:

ADMINISTRATIVE PROVISIONS:

- 1) If the Responsible Party's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to DFG. Failure to comply with the provisions of this Agreement and with other pertinent Code sections, including but not limited to Sections 5650, 5652, 5901, 5937, and 5948, may result in prosecution.
2) Nothing in this Agreement authorizes the Responsible Party to trespass on any land or property, nor does it relieve the Responsible Party of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute DFG endorsement of the proposed operation, or assure DFG's concurrence with permits required from other agencies.
3) The provisions contained in this Agreement constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Responsible Party is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Code Section 1600 et seq.

- 4) In accordance with Code Section 1605, the Responsible Party may request one extension of this Agreement, provided that the request is made in writing prior to the expiration of its original term. DFG shall grant the extension if the appropriate extension fee is paid unless it determines that the Agreement requires modification because the measures contained in the Agreement no longer protect the fish and wildlife resources that the activity may substantially adversely affect. If the Responsible Party fails to request the extension prior to the Agreement's termination then the Responsible Party shall submit a new notification with fees and required information to DFG. Any activity conducted under an expired Agreement is a violation of Code Section 1600 *et seq.*
- 5) The Responsible Party shall provide a copy of this Agreement to all contractors, subcontractors, and the Responsible Party's project supervisors. Copies of the Agreement and any amendment thereto shall be readily available at work sites at all times during periods of active work and must be presented to any DFG personnel, or personnel from another agency upon demand.
- 6) DFG reserves the right to enter the project site at any time to ensure compliance with measures and/or monitoring of this Agreement, provided DFG: a) provides 24 hours advance notice; and b) allows the Responsible Party or representatives to participate in the inspection and/or monitoring. This condition does not apply to DFG enforcement personnel.
- 7) All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination are agreed to in writing by both parties. Mutually-approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.
- 8) It is understood DFG will enter into this Agreement for purposes of establishing protective features for fish and wildlife. The decision to proceed with the project is the sole responsibility of the Responsible Party. It is further agreed all liability and/or incurred cost related to or arising out of the Responsible Party's project and the fish and wildlife protective measures of this Agreement, remain the sole responsibility of the Responsible Party. The Responsible Party agrees to hold harmless the State of California and DFG against any related claim made by any party or parties for personal injury or any other damages.
- 9) This Agreement is not intended as an approval of a project or of specific project features by DFG. Independent review and recommendations will be provided by DFG as appropriate on those projects where local, state, or federal permits or other environmental reports are required.
- 10) Suspension and Cancellation. DFG may suspend or cancel this Agreement if DFG determines that circumstances warrant suspension or cancellation. The circumstances that might warrant suspension or cancellation include, but are not limited to, the following:
 - a) Failure by the Responsible Party, or his/her employees, agents, representatives, contractors, and/or subcontractors, to comply with any of the terms and measures of this Agreement.
 - b) DFG determines that the information the Responsible Party provided to DFG to develop this Agreement, or the information contained in a notification, is incomplete or inaccurate.
 - c) DFG obtains new information that shows the work authorized by this Agreement could substantially adversely affect fish and wildlife resources, notwithstanding Responsible Party's compliance with the Agreement.

- d) DFG determines that measures to protect fish and wildlife resources different from those included in this Agreement are necessary to protect those resources.
- e) There is a substantial change in conditions. For purposes of this Agreement, "substantial change in conditions" shall mean one or more of the following: 1) the work described in this Agreement is substantially changed; 2) conditions affecting fish and wildlife resources substantially change; and/or 3) the work conducted under this Agreement have adversely affected, or will adversely affect, fish and wildlife resources, notwithstanding that Responsible Party has complied, or will comply with, the terms and measures of this Agreement.

Scope of Suspension. At the discretion of DFG, any action to suspend this Agreement may be limited in scope to address the specific problem or problems resulting in the suspension. Hence, DFG may limit the suspension to specified work or specified areas. DFG shall notify Responsible Party of any suspension of the Agreement, or any part thereof, in writing. Any suspension shall take effect immediately upon receipt of such notice by Responsible Party, or in accordance with the instructions contained in the notice. Such notice will identify the reason or reasons for the suspension, the actions necessary to correct the problem, and the scope of the suspension.

Reinstatement Following Suspension. DFG may lift any suspension when it has determined that Responsible Party has adequately addressed the problem or problems resulting in the suspension and that reinstatement of the Agreement will not cause harm to fish and wildlife resources.

Other Laws Regarding Habitat and Species Protection.

- 11) No direct or indirect impacts shall occur to any threatened or endangered species as a result of implementing the project or the project's activities. If any threatened or endangered species could be impacted by the work proposed, the Responsible Party shall obtain the required state and federal permits. This Agreement does not authorize the take of any federal or state threatened or endangered species.
- 12) The California Endangered Species Act (CESA) (Fish & Game Code, § 2050 *et seq.*) is administered by DFG and prohibits the take of plant and animal species designated by the Fish and Game Commission as either threatened or endangered in the state of California.
- 13) If the project could result in the "take" of a state listed threatened or endangered species, the Responsible Party has the responsibility to obtain from DFG, a California Endangered Species Act Permit (CESA 2081 Permit). DFG may formulate a management plan that will avoid or mitigate take. If appropriate, contact the DFG CESA coordinator at (530) 225-2300.
- 14) The U.S. Army Corps of Engineers (Corps) has permitting requirements for certain instream projects under Section 404 of the Federal Clean Water Act. If this project features the placement of dredged or fill materials into the channels of streams (below the ordinary high water mark) that are waters of the United States, a permit may be required by the Corps. If your project needs a permit from the Corps, you will also need to obtain a Water Quality Certification pursuant to Section 404 of the Federal Clean Water Act from the Regional Water Quality Control Board (Regional Water Board). In addition, if your project will involve disturbance within or discharges of pollutants to waters of the State of California, the Regional Water Boards may require a permit, whether or not the Corps requires a permit. If there is any question regarding the possibility of the project meeting the above limitations, the Responsible Party should contact the Corps and the

Regional Water Board prior to beginning work. This Agreement in no way represents permitting requirements by the Corps or the Regional Water Board. It is the responsibility of the Responsible Party to contact the Corps, and to comply with the provisions of any Section 404 permit issued, if required by the Corps. Similarly, it is the responsibility of the Responsible Party to contact the Regional Water Board and to comply with the provisions of any Section 401 Certification, Regional Water Board Waste Discharge Requirements or waiver of Waste Discharge Requirements issued by the Regional Water Board.

15) The Responsible Party may have certain other responsibilities pursuant to the Federal Endangered Species Act resulting in mitigative project features required by the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service.

16) The Responsible Party 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 the Responsible Party to ensure compliance.

OPERATIONAL PROVISIONS:

NOTIFICATION MATERIALS AND PROJECT DESCRIPTION

17) Responsible Party's notification (Notification of Lake or Streambed Alteration, received September 10, 2008, together with all maps, plans, photographs, drawings, and all other supporting documents submitted with notification to describe the activity) are hereby incorporated by reference into this Agreement. Responsible Party shall conduct project activities within the work areas and using the mitigative features described in the notification and supporting documents, unless such project activities, work areas or mitigative features are modified by the provisions of this Agreement, in which case the activities shall be conducted as described in this Agreement.

The work under this Agreement is limited to repairing, replacing, and/or extending 46 culverts between PM 4.37 and PM 10.36 on State Road 36 between the communities of Westwood and Coppervale in Lassen County. Although the notification outlines three phases of culvert rehabilitation over three years, phases may be combined and the project may be completed in less time if funds become available.

18) The Responsible Party shall notify the Department, in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities. Notification shall be faxed to the Department at (530) 225-2303, Attn: Eda Eggeman, Environmental Scientist. Agreement No. R1-08-0484.

IMPACTS

19) The Responsible Party shall not impact more than **376 linear feet** of stream bed and bank or a total of **1.25 acres** of wetland and riparian habitat during culvert repair or replacement.

PROJECT TIMING AND COORDINATION

20) All work on the stream banks or within the stream channel, shall be confined to the period commencing June 1, and ending October 15, of any year in which this Agreement is valid. The Responsible Party may perform work within the stream channel or on the banks after October 15, provided a written request is made to the Department at least 5 days before the proposed work period variance. Written approval from the Department for the proposed work period variance

must be received by the Responsible Party prior to the start or continuation of work after October 15.

21) If work is performed within the stream channel or on the banks after October 15 as provided above, the Responsible Party shall do all of the following:

- Monitor the seventy-two (72) hour forecast from the National Weather Service. When there is a forecast of more than 50% chance of rain, or at the onset of any precipitation, the work shall cease.
- Stage erosion and sediment control materials at the work site.
- When there is a forecast of more than 50% chance of rain, or at the onset of any precipitation, implement erosion and sediment control measures.

CULVERTS AND INSTREAM STRUCTURES

22) All crossing sites shall accommodate the estimated 100-year flow including sediment load and debris without diverting, and shall be installed in accordance with submitted plans and diagrams.

23) The culvert crossing and outfall structure shall be properly aligned within the stream and shall be otherwise designed, sized, installed, and maintained year 'round to assure resistance to washout and erosion of the stream bed, stream banks, and/or fill.

24) Culvert inlets and outlets shall be protected from erosion as appropriate through armoring constructed of rock rip-rap or other non-erodible material (e.g., concrete head wall). Where used, rock rip-rap or armoring shall be of sufficient size and depth to remain in place during 100-year peak flows (generally 12 inch or greater diameter or equal to the largest size that naturally exists in the channel), extend at least as high as the top of the pipe on inlets, and shall extend sufficient distance upstream as wing walls to prevent bank erosion. Where armoring is used, the channel at the culvert outlet shall be rip-rapped in a U-shaped channel and rip-rap set below grade so as to allow the natural accumulation of bedload at watercourse grade.

25) Completed culvert pipe installations shall result in water flow that is neither impeded nor impounded at the pipe inlet, nor accelerated down stream of the crossing structure.

26) Installation of new bridges, culverts or other structures shall be such that water flow is not impaired and upstream or downstream passage of fish and all aquatic life-forms is assured at all times.

ROCK SLOPE PROTECTION (RSP) AND ENERGY DISSIPATION DEVICES

27) RSP and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders). RSP slopes and footing trenches shall feature an underlayment of appropriate grade geo-textile fabric to protect fill from tractive forces. Excavation spoils shall not be side-cast into the channel nor is any manipulation of the substrate of the channel authorized except as herein expressly provided. Energy dissipation devices within the stream banks shall be replanted or seeded to encourage regrowth of riparian vegetation.

VEGETATION AND SOIL REMOVAL

28) All vegetation removal along the streambanks or within the floodplain shall be confined to the period commencing August 1 and ending March 15, of any year in which this Agreement is valid, provided the banks and floodplain are above stream flow levels.

29) The limits of the work area shall be adequately marked and identified to all workers, as represented in plans. Native vegetation shall not be removed or intentionally damaged beyond the designated work area.

30) The Responsible Party shall remove all excess spoils from the work area and shall dispose of them in a legal manner which prevents them from re-entering "waters of the State", and in such a manner so that they do not negatively affect aquatic species and/or other sensitive native habitat communities.

EROSION AND SEDIMENT CONTROL

31) The project shall at all time feature adequate erosion and sediment control devices to prevent the degradation of water quality.

32) The Responsible Party shall prevent the discharge of sediment, and/or muddy, turbid, or silt-laden waters, resulting from the project, into the stream channel. Where necessary to prevent such discharge, the Responsible Party shall properly install and maintain sediment barriers (including but not limited to filter fabric fencing, fiber mats, rice straw or fiber wattles or rolls) capable of preventing downstream sedimentation/turbidity. Said devices shall be cleaned of all trapped sediment as necessary to maintain proper function. Recovered sediment shall be disposed of where it shall not return to the waters of the State. Said devices shall be completely removed from the channel, along with all temporary fills, upon completion of operations.

33) Soils exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches (except hydro-mulch) shall be applied in a layer not less than two inches deep. All mulches shall be kneaded or tracked-in with track marks parallel to the contour, and tackified as necessary to prevent excessive movement. All exposed soils and fills, including the downstream face of the road prism adjacent to the outlet of culverts, shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.

34) If necessary to prevent mobilization of loose soils, fiber mats shall be laid over loose soils prior to mulching and tracking.

35) Soils adjacent to the stream channel that are exposed by project operations shall be adequately stabilized when rainfall is reasonably expected during construction, and immediately upon completion of construction, to prevent the mobilization of such sediment into the stream channels or adjacent wetlands. National Weather Service forecasts shall be monitored by the Responsible Party to determine the chance of precipitation.

36) 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.

PETROLEUM, CHEMICAL AND OTHER POLLUTION

37) Staging, storage, and re-fueling areas for machinery, equipment, and materials shall be located outside of the stream a minimum distance of 150 feet from waters of the State.

38) Any equipment or vehicles driven and/or operated within or adjacent to the stream channel shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat.

39) All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean up activity site for use in case of accidental spill. Clean-up of all spills shall begin immediately. The Responsible Party shall immediately notify the State Office of Emergency Services at 1-800-852-7550. The Department shall be notified by the Responsible Party and consulted regarding clean-up procedures.

40) No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, asphalt, paint or other coating material, 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 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 150 feet of the high water mark of any stream or lake.

This Agreement becomes effective on the date of DFG's signature and terminates on December 31, 2013.

CONCURRENCE

RESPONSIBLE PARTY



(Signature)

Edward J. Eggeman

(Print Name)

Senior Environmental Planner CALTRANS D2

(Title/Organization)

12/30/08

(Date)

CALIFORNIA DEPARTMENT OF FISH AND GAME



Mark Stopher
Habitat Conservation Program Manager
Northern Region

1/6/09

(Date)

**CALIFORNIA ENVIRONMENTAL QUALITY ACT
NOTICE OF EXEMPTION**

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

Date: January 6, 2009

From: California Department of Fish and Game
Northern Region
601 Locust Street
Redding, California 96001

Project Title: Issuance of Streambed Alteration Agreement No. R1-08-0484,
Goodrich Creek, tributary to Goose Lake, Lassen County.

Project Location (Specific): Sections 2-4, T28N, R9E; Sections 25 and 35, T29N,
R9E; and Sections 19, 20, 30, and 35, T29N, R10E, Mount Diablo Base & Meridian.

Project Location (City and County): Westwood, Lassen County.

Description of Project: See attached Agreement.

Name of Public Agency Approving Project: California Department of Fish and Game.

Name of Person Carrying Out Project: Mr. Ed Espinoza representing the California
Department of Transportation District 2.

Exempt Status (Class and Guidelines Section): **Categorical Exemption: Class 2,
Section 15302 (c)** – Replacement or reconstruction of existing structures and facilities
where the new structure will be located on the same site as the structure replaced and
will have substantially the same purpose and capacity as the structure replaced.
(c) Replacement or reconstruction of existing utility systems and/or facilities involving
negligible or no expansion of capacity.

Reasons Why Project is Exempt: The project proposes to repair, replace, and/or
extend 46 culverts between PM 4.37 and PM 10.36 on State Road 36 for the purpose of
improving drainage, improving ease of future maintenance and enhancing motorist
safety. The project will have no significant effect on the environment.

Lead Agency Contact Person: Eda C. Eggeman

Phone: (530) 225-2753

Signature: Carla Beer
Title: Habitat Conservation Program Manager

Date: 1/6/09

Signed by Lead Agency
 Signed by Applicant

Date received for filing at OPR: