

INFORMATION HANDOUT

**For Contract No. 02-4E4304
At 02-Sha-44-R4.2/R14.5**

**Identified by
Project ID 0200020284**

PERMITS

California Department of Fish and Wildlife

Dated April-14-2014

MATERIALS INFORMATION

Water Source Information

Dated June-2014

PERMITS

California Department of Fish and Wildlife

Dated April-14-2014

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTHERN REGION
601 LOCUST STREET
REDDING, CA 96001



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2014-0053-R1
Unnamed ephemeral tributary to South Cow Creek

CALIFORNIA DEPARTMENT OF TRANSPORTATION
BARRACUDA CURVE SCOUR REPAIR PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (DFW) and the California Department of Transportation (Permittee) as represented by Mr. Phil Baker.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFW on February 28, 2014 that Permittee intends to complete the project described herein;

WHEREAS, pursuant to FGC section 1603, DFW 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 along State Route 44, at post mile 11.76, approximately 4.5 miles east of Palo Cedro, in the County of Shasta, State of California. The closest address is 24185 Highway 44 and the closest cross street is Flint Ridge Road. Location is at T31N, R03W, sec 13, SW1/4, Mt. Diablo Meridian.

PROJECT DESCRIPTION

The project will involve work at a single box culvert that conveys the flow of an unnamed intermittent tributary to South Cow Creek. At the culvert outlet the previously existing asphalt apron has been washed away, which has created extensive scouring. Continued scouring will eventually compromise the culvert and Highway 44. To mitigate

scouring, rock slope protection (RSP) is proposed to be placed at the culvert outlet. Approximately 30 cubic yards of class 1/4 ton RSP (1.8' diameter) is proposed to be placed at the outlet within the footprint of the previously existing asphalt apron. The total footprint is approximately 320 square feet. Placement of RSP will not require "keying in" of the RSP base layer. The remaining asphalt apron and underlying material will be excavated to the elevation of the stream bed. The total volume of excavated material is approximately 5 yards.

Access to the site will require the trimming or cutting to ground level limited numbers of interior live oaks, or the removal of upland vegetation (shrubs, grasses, or forbs) above the Ordinary High Water Mark (OHWM) of the stream. It is anticipated that 1500 square feet of vegetation will be impacted for access. Species to be impacted are primarily comprised of one to three small interior live oaks and annual grasses. It is anticipated that RSP will be placed at the site with a dump truck, with final placement of the material accomplished with an excavator from within the stream channel. Work is proposed to be completed during the dry season (June 1 –October 15) when there is no water within the channel. No water diversion will be required. The work will take approximately 5 days to complete.

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 DFW 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 DFW 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, DFW shall contact Permittee to resolve any conflict.

- 1.4 Project Site Entry. Permittee agrees that DFW 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 wildlife resources identified above, Permittee shall implement each measure listed below.

PROJECT TIMING

- 2.1 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 when there is little or no stream flow. If there is flow in the stream the Permittee or its contractors may construct a clear water diversion to cleanly route water around the construction area. Weather conditions should be monitored daily. If the stream has a clear water diversion, the diversion should be sized to accommodate 25 year thunder-storm events. If weather conditions permit, and the stream remains in low flow conditions or dry, the Permittee 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 Permittee prior to the start or continuation of work after October 15.
- 2.2 If work is performed within the stream channel or on the banks after October 15, the Permittee shall do all of the following:
- a. Stage erosion and sediment control materials at the work site.
 - b. Monitor the seventy-two (72) hour forecast from the National Weather Service.
 - c. When the 72-hour forecast indicates a probability of precipitation of 60% or greater, or at the onset of any precipitation, ground disturbing activities shall cease and erosion control measures shall be implemented to stabilize exposed soils and prevent the mobilization of sediment into the stream channel or adjacent wetland or riparian areas.

HABITAT AND SPECIES PROTECTION

- 2.3 This Agreement does not authorize the take of any State threatened or endangered species. If the project could result in the "take" of a state listed threatened or endangered species, the Permittee has the responsibility to obtain from the Department, a California Endangered Species Act Permit (CESA 2081

Permit). The Department may formulate a management plan that will avoid or mitigate take. If appropriate, contact the Department CESA coordinator at (530) 225-2300.

- 2.4 The project is not expected to directly impact any special status species or species of special concern.
 - 2.4.1 Removal of existing vegetation shall not exceed the minimum necessary to complete operations. The Permittee has identified one to three upland interior live oaks as potentially obstructing access to the site or that may need to be cut down or to have branches trimmed to allow equipment access. If a tree needs to be completely cut down, the Permittee shall cut the trees to ground level and leave the root systems intact. If possible the Permittee shall protect the stumps with a protective fabric that can minimize additional damage to the stumps during construction. Following construction the Permittee shall ensure the stumps are not buried under fill material and shall expose at least two inches of the stump to light exposure to allow the stumps to resprout. No further maintenance or attention to these trees is required. If grading above the OHWM is required for access, the area will be hydro-seeded with a native grass seed mix and disturbed areas will have erosion control materials (e.g. hydroseed, mulch, certified weed-free straw) applied at rates that are effective for preventing mobilization and movement of soils.
- 2.5 Construction equipment and personnel shall be restricted to the limits of the work area as shown on the project plans. No construction activities or habitat disturbance is authorized beyond this area.
- 2.6 Take of migratory birds will be avoided during construction activities. In no case shall active nests with eggs or young be removed during construction.
- 2.7 Riparian vegetation removal is not allowed and nor trees contributing shade to the watercourse will be removed or damaged. All material stockpiling and staging areas will be located within project right-of-way in upland areas. There will be no removal of riparian vegetation for staging and/or stockpiling purposes.
- 2.8 Executive Order 13112 requires federal agencies to prevent and control the introduction and spread of invasive species, therefore all equipment shall be washed pre – and post - construction to prevent the spread of any noxious weeds. All areas left disturbed at the end of construction will be seeded and mulched to help prevent the establishment of invasive weeds. Only native species will be used for revegetation. Regular monitoring and maintenance of landscape plantings will be implemented to ensure continued growth of desired species. Any invasive species detected will be removed and destroyed to prevent the spread of seed or other propagules.

PETROLEUM, CHEMICAL AND OTHER POLLUTANTS

- 2.9 All construction-related materials and equipment shall be stored in designated staging areas located outside of the floodplain unless approved in writing by DFW.
- 2.10 As part of the proposed construction activities, heavy equipment (backhoe, excavator, etc.) may be required to work within and/or adjacent to perennial watercourses. Also, smaller equipment such as chainsaws may be necessary for vegetation removal within these drainages. Therefore, there is potential for chemical contamination as a result of a leak or spill of petroleum or hydraulic products within a channel. Measures will be taken to avoid or minimize potential chemical contamination, which will include no staging, storage and re-fueling of vehicles and equipment within 100 feet of any watercourse. The contractor may also be required to prepare a Water Pollution Control Plan (WPCP) in accordance with the Caltrans Standard Specifications Section 7-1.01G, if necessary to minimize sediment from entering the watercourse. In the event of a leak or spill, the project shall cease immediately and the Regional Water Quality Control Board (RWQCB) and CDFW shall be notified.
- 2.11 Refueling and vehicle maintenance shall be performed at least 100 feet from streams or other water bodies unless approved in writing by DFW. If equipment must be washed, washing will occur where the water cannot flow into a creek channel.
- 2.12 No equipment or machinery shall be operated within any flowing stream.
- 2.13 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.
- 2.14 Stationary equipment such as motors, pumps, generators, and welders that contain deleterious materials, located adjacent to the stream channel shall be positioned over drip pans.
- 2.15 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.

EROSION AND SEDIMENT CONTROL

- 2.16 The project shall at all times feature adequate erosion and sediment control devices to prevent the degradation of water quality.
- 2.17 Soils exposed by project operations shall be treated to prevent sediment runoff and transport. Erosion control measures shall include the proper installation and maintenance of approved Best Management Practices (BMPs) and may include applications of seed, certified weed-free straw, compost, fiber, stabilizing emulsion and mulch, or combinations thereof.
- 2.18 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 channel or adjacent riparian areas. National Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.
- 2.19 Following construction, all disturbed upland areas shall be stabilized and reseeded with an erosion control mix consisting of regionally appropriate, native grass and forb species.
- 2.20 All work within the watercourses shall take place during the summer lowflow period between June 1 and October 15.
- 2.21 Temporary construction site BMPs will be implemented under a contractor prepared and agency approved Storm Water Pollution Prevention Plan (SWPPP) which will incorporate Caltrans best management practices (BMPs). The temporary BMPs are aimed at reducing erosion and subsequent sediment transport, and preventing accidental spills during construction and may include check dams, straw bales, hydraulic mulch, sediment traps, concrete washouts, fiber rolls, and temporary Hot Mix Asphalt (HMA) dikes.
- 2.22 Following construction, all disturbed areas will be stabilized and re-seeded.
- 2.23 Temporary fills will be removed within 30 days after completion of work at a given location and/or prior to the onset of the rain season, and in accordance with the Section 401 and 404 Clean Water Act requirements. These areas will be returned to their pre-construction contours, and treated with erosion control seed mix.

CONTACT INFORMATION

Any communication that Permittee or DFW 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 DFW specifies by written notice to the other.

To Permittee:

Mr. Phil Baker
Project Manager
Department of Transportation
1657 Riverside Drive
Redding, CA 96001
Fax: (530) 225-3180
Email: phil.baker@dot.ca.gov
cc: matt.mitchell@dot.ca.gov
andre.benoist@dot.ca.gov
michelle.clark@dot.ca.gov

To DFW:

Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Attn: Lake and Streambed Alteration Program – Dr. Richard Lis
Notification #1600-2014-0053-R1
Fax: (530) 225-2142
Email: rlis@dfg.ca.gov

LIABILITY

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

This Agreement does not constitute DFW'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

DFW 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 DFW 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 DFW 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 DFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFW 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 DFW'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

DFW may amend the Agreement at any time during its term if DFW 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 DFW and Permittee. To request an amendment, Permittee shall submit to DFW a completed DFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFW'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 DFW 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 DFW a completed DFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFW'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 DFW a completed DFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFW shall process the extension request in accordance with FGC 1605(b) through (e).

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

EFFECTIVE DATE

The Agreement becomes effective on the date of DFW's signature, which shall be: 1) after Permittee's signature; 2) after DFW 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 on December 31, 2017, 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 DFW in accordance with FGC section 1602.

CONCURRENCE

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

FOR DEPARTMENT OF TRANSPORTATION



Phil Baker
Project Manager

4-4-14

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Michael R. Harris
Habitat Conservation Planning Supervisor

4-14-14

Date

Prepared by: Richard Lis, Ph.D.
Senior Environmental Scientist

MATERIALS INFORMATION

Water Source Information

Dated June-2014

NONPOTABLE WATER SOURCES

June 2014

Stillwater Wastewater Treatment Plant
6475 Airport Road, Anderson, California 96007
Supervisor - Dave Johnston - 530-378-6702