

**17. State/Federal Permits and Requirements**

1. Army Corps of Engineers 404 Agreement for Caltrans Contract 02-1E10U4
2. California Department of Fish and Game Notice of Determination
3. California Department of Fish and Game 1602 Agreement for Caltrans Contract 02-1E10U4



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922



July 22, 2010

Regulatory Division (SPK-2008-01692)

Chris Harvey  
State of California  
Department of Transportation, District 2  
P.O. Box 496073  
Redding, California 96049-6073

Dear Mr. Harvey:

We are responding to your March 18, 2010 request for a Department of the Army permit for the State Route 299 Middle of Buckhorn Curve Improvement Project. This approximately 112-acre project involves activities, including the discharge of dredged or fill material, in waters of the United States to replace and/or construct new storm water drainage systems, construct eight-foot shoulders along the roadway, extend the existing passing lane and excavate approximately 690,000 cubic yards of material to be used as embankment areas for seventeen (17) curve realignments. The project is located on State Route 299 between Post Mile (PM) 2.4 and 4.3, Section 1, Township 32 North, Range 8 West, Latitude 40.657159°, Longitude -122.703049°, MDB&M Survey, Shasta County, California.

Based on the information you provided, the proposed activity, resulting in the permanent loss of approximately 0.19 acres of Waters of the United States, is authorized by Nationwide Permit Number 14, *Linear Transportation Projects*. 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:

Special Conditions

1. This permit is contingent upon the permittee applying for and being issued a Section 401 Water Quality Certification. Evidence of a water quality certification must be submitted to this office, prior to commencing work in waters/wetlands. All terms and conditions of the Section 401 Water Quality Certification are expressly incorporated as conditions of this permit.
2. We understand the State of California, Department of Transportation (Caltrans) is the National Environmental Policy Act (NEPA) lead federal agency for this project, and as such, will ensure the authorized 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.

3. To mitigate for the permanent loss of 0.19 acres of Waters of the United States, you shall purchase 0.19 acres of created *Open Water* credits at Stillwater Plains Mitigation Bank (SPK-1996-00064), contact Glenn Hawes (530) 365-4233. Evidence of this purchase shall be provided to this office prior to proceeding with any activity otherwise authorized by this permit.
4. To compensate for temporary and/or indirect impacts to Waters of the United States and associated aquatic resources, you shall revegetate temporarily disturbed areas with regionally appropriate native vegetation. Removal of native trees and shrubs within temporary impact areas shall be replaced at a 2:1 ratio to insure their long-term survival.
5. To ensure avoidance and minimization measures are successful and temporary fills have been removed, you shall take pre-construction, numbered and dated, photographs of the affected Waters of the U.S. no more than one year prior to construction impact. You shall take post-construction, numbered and dated, photographs of the affected Waters of the U.S. within 30 days after construction impact. You shall submit the photographs within 30 days after construction completion. The camera positions and view angles of pre- and post-photographs shall be identical and taken from designated locations documented on the plan drawing(s).
6. Your responsibility to complete the required compensatory mitigation as set forth in Special Condition 4 will not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the U.S. Army Corps of Engineers.
7. You shall design and construct all crossings of waters of the United States to retain a natural substrate and to accommodate all reasonably foreseeable wildlife passage, and expected high flows.
8. All equipment staging, including Temporary Construction Areas (TCA's), shall take place within Caltrans approved areas within the project boundary. Prior to construction implementation, you shall ensure all equipment staging, TCA's, demolition and excavation, off pavement detours, borrow and fill areas, and upland disposal areas have been evaluated under National Environmental Policy Act, 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.
9. 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.
10. You shall employ Best Management Practices (BMP's) to avoid and minimize environmental impacts. Temporary fills, dams, and water diversion structures must be removed in their entirety and the affected areas returned to pre-construction conditions and elevations. Temporarily impacted areas must be restored to their pre-existing condition and vegetated with native trees, shrubs and/or seed mix.
11. You shall follow Caltrans specifications and standards described in the Storm Water Pollution Prevention Plan (SWPPP) and/or Water Pollution Control Plan (WPCP), to prevent erosion and

sedimentation during and after construction. Construction work within Waters of the U. S. shall be performed when the flows are at their seasonal low or when they have ceased and the areas are dry, typically late summer through early fall. Between construction seasons, ESA fencing shall remain in place and all disturbed areas will be stabilized to prevent erosion and sedimentation.

12. You shall notify the Sacramento District, Regulatory Division Office immediately if any of the above conditions are violated or unauthorized activities occur, and shall provide a description of measures taken to remedy the violation.
13. The Permittee is responsible for all work authorized herein. To ensure that involved contractors are aware of the terms, conditions and limitations of this authorization, the permittee shall post a copy of the permit authorization and associated drawings at the project site during all phases of construction to ensure that contractors are aware of the terms and conditions of this authorization.
14. The Permittee is responsible for all work authorized herein. To ensure that involved contractors are aware of the terms, conditions and limitations of this authorization, the permittee shall post a copy of the permit authorization and associated drawings at the project site during all phases of construction to ensure that contractors are aware of the terms and conditions of the authorization.
15. You shall notify this office of the start of the authorized work within seven (7) calendar days of initiating construction activities. Along with this notification, you shall submit a copy of the project construction/work schedule or similar report.
16. 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.
17. You shall notify this office of any proposed modifications to the project, including revisions to any of the work plans or documents cited in this authorization, for review and approval prior to construction work associated with the proposed modification.
18. You must sign the enclosed *Compliance Certification* form and return it to this office within 30 days after completion of the authorized work in Waters of the U.S.

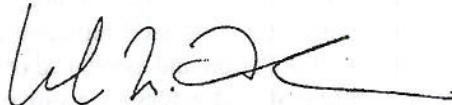
This verification is valid until the nationwide permit referenced above is modified, reissued, or revoked. All of the nationwide permits are scheduled to be modified, reissued, or revoked prior to March 18, 2012. It is incumbent upon you to remain informed of changes to the nationwide permits. We will issue a public notice when the nationwide permits are reissued. Furthermore, if you commence or are under contract to commence the authorized activity before the date that the relevant nationwide permit is modified, reissued or revoked you will have twelve (12) months from the date of the modification, reissuance, or revocation of the nationwide permits to complete the activity under the present terms and conditions of the nationwide permits.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2008-01692 in any correspondence concerning this project. If you have any questions, please contact me at the California South Branch Office, 1325 J Street, Room 1480, Sacramento, CA 95814-2922, email [leah.m.fisher@usace.army.mil](mailto:leah.m.fisher@usace.army.mil), or telephone 916-557-6639.

For more information regarding our program, please visit our website at [www.spk.usace.army.mil/regulatory.html](http://www.spk.usace.army.mil/regulatory.html).

Sincerely,



Leah M. Fisher  
Project Manager, California South Branch

Enclosure(s):

1) *Nationwide Permit Number 14, Linear Transportation Project, Summary Sheet*

Copy furnished without enclosure(s):

California Department of Fish and Game, North Region, 1701 Nimbus Road, Suite A, Rancho Cordova,  
California 95670-4503

Mr. Scott Zaitz, California Regional Water Quality Control Board, 415 Knollcrest Drive, Suite 100  
Redding, California 96002

Eva Begley, State of California, Department of Transportation, North Region 2800 Gateway Oaks Drive  
Suite 100, MS #19 Sacramento, California 95833

## COMPLIANCE CERTIFICATION

**Permit File Number:** SPK-2008-01692

**Nationwide Permit Number:** 14 - *Linear Transportation Projects*

**Permittee:** Chris Harvey  
State of California  
Department of Transportation, District 2  
P.O. Box 496073  
Redding, California 96049-6073

**County:** Shasta

**Date of Verification:** July 22, 2010

Within 30 days after completion of the activity(s) authorized by this permit, sign this certification form and return it; along with the items identified in Special Condition #5, to the following address:

U.S. Army Corps of Engineers  
Regulatory Division  
1325 J Street, Room 1480  
Sacramento, California 95814-2922  
[DLL-CESPK-RD-Compliance@usace.army.mil](mailto:DLL-CESPK-RD-Compliance@usace.army.mil)  
FAX: (916) 557-6877

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the Corps of Engineers.

\*\*\*\*\*

*I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.*

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922

September 9, 2010

Regulatory Branch (SPK-2008-01692)

Mr. Chris Quiney  
California department of Transportation  
Environmental Management, R2  
P.O. Box 496073  
Redding, Ca 96049-6073

Dear Mr. Quiney:

This letter concerns the State Route 299 Middle of Buckhorn Curve Improvement Project (SPK-2008-01692). This project is located along Highway 299 between Post Mile (PM) 2.4 and 4.3, Section 1, Township 32 North, Range 8 West, Latitude 40.657159°, Longitude - 122.703049°, MDB&M Survey, Shasta County, California.

We have received your request to modify special condition number 7, and delete special condition numbers 4 and 6 of your Department of the Army, Nationwide Permit #14 verification letter, dated July 22, 2010, for the above referenced project.

Based on our review of the project description and additional information received in your request letter, permit number SPK-2008-01692 is hereby modified as follows:

*Special Conditions*

4. < DELETED >

6. < DELETED >

7. *Culverts placed in streams must be installed to maintain low flow conditions, and must be constructed to withstand expected high flows.*

All other terms and conditions of the permit remain in full force and effect. Failure to comply with the terms and conditions of this authorization may result in the suspension or revocation of your permit.

Please refer to identification number SPK-2008-01692 in any correspondence concerning this project. If you have any questions, please contact Ms. Leah Fisher at our California South

Branch Office, 1325 J Street, Room 1480, Sacramento, California 95814-2922, email *Leah.M.Fisher@usace.army.mil*, or telephone 916-557-6639. For more information regarding our program, please visit our website at *www.spk.usace.army.mil/regulatory.html*.

We want to hear from you! At your earliest convenience, please tell us how we are doing by completing our Customer Service Survey at <http://per2.nwp.usace.army.mil/survey.html>.

Sincerely,

Paul M. Maniccia  
Chief, California South Branch

Copies Furnished:

State of California, Department of Fish and Game, North Region, 1701 Nimbus Road, Suite A,  
Rancho Cordova, California 95670-4503

Mr. Scott Zaitz, California Regional Water Quality Control Board, 415 Knollcrest Drive, Suite 100  
Redding, California 96002

Ms. Eva Begley, State of California, Department of Transportation, North Region, 2379 Gateway Oaks  
Drive, Suite 150, Sacramento, California 95833



**Notice of Determination**

TO:  Office of Planning and Research FROM: Department of Fish and Game  
Northern Region  
601 Locust Street  
Redding, CA 96001  
Contact: Craig Martz  
Phone: (530) 225-2281

For U.S. Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044

Street Address:  
1400 Tenth Street  
Sacramento, CA 95814

LEAD AGENCY (if different from above):  
California Department of Transportation  
PO Box 496073  
Redding, CA 96049-6073  
Contact: Amber Kelley  
Phone: (530) 225-3510

**SUBJECT: Filing of Notice of Determination pursuant to § 21108 of the Public Resources Code**

State Clearinghouse Number: 2010062043


Project Title: Lake or Streambed Alteration Agreement No. 1600-2010-0270-R1 Middle Buckhorn Curve Improvement Project

Project Location: State Route 299 between Post Miles 2.5 and 4.3, approximately 20 miles west of Redding, Shasta County; Section 6, T32N, R7W, Mount Diablo Base and Meridian.

Project Description: The Project proposes to replace existing culverts and drainage systems at 11 locations on unnamed tributaries to Willow Creek, Shasta County as part of a curve correction and safety improvement project.

This is to advise that the Department of Fish and Game (DFG), acting as  the lead agency /  a responsible agency approved the above-described project on the date signed below and has made the following determinations regarding the above described project:

1. The project  will /  will not have a significant effect on the environment. (This determination is limited to effects within DFG's jurisdiction when DFG acts as a responsible agency.)
  2.  An environmental impact report /  A negative declaration /  A timber harvesting plan was prepared for this project pursuant to CEQA.
  3. Mitigation measures  were /  were not made a condition of DFG's approval of the project.
  4. A Statement of Overriding Considerations  was /  was not adopted by DFG for this project.
  5. Findings  were /  were not made by DFG pursuant to Public Resources Code § 21081(a). DFG did, however, adopt findings to document its compliance with CEQA.
  6. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):
    - Payment is submitted with this notice.
    - A copy of a receipt showing prior payment is on file with DFG.
    - A copy of the CEQA Filing Fee No Effect Determination Form signed by DFG is attached to this notice.
- Lead Agency certification: DFG, as Lead Agency, has made the final EIR with comments and responses and record of project approval, or the Negative Declaration, available to the General Public at the DFG office identified above.
- Responsible Agency statement: The final EIR, Negative Declaration, or THP that was prepared by the Lead Agency for this project is available to the General Public at the office location listed above for the Lead Agency. DFG's CEQA Findings are available at the DFG office identified above.

Signed:   
Curt Babcock  
Acting Habitat Conservation Program Manager  
Northern Region

Date: 11/17/11

Date Received for filing at OPR:

**CALIFORNIA DEPARTMENT OF FISH AND GAME  
CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS FOR  
LAKE OR STREAMBED ALTERATION AGREEMENT No. 1600-2010-0270-R1**

**Introduction**

The California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, *et seq.*) and the State CEQA Guidelines (Guidelines) (Section 15000, *et seq.*, Title 14, California Code of Regulations) require that no public agency shall approve or carry out a project for which a Negative Declaration (ND) has been completed unless a finding can be made that no significant effects will result from the project, or that changes in the project agreed to by the applicant will fully avoid any significant impacts that might otherwise result from the project.

As the lead agency for the project, the California Department of Transportation (Caltrans) adopted the ND for the Project on **July 22, 2010**. Caltrans found that the Project will not result in significant environmental effects.

The California Department of Fish and Game (DFG) is entering into Lake or Streambed Alteration Agreement (Agreement) No. 1600-2010-0270-R1 with Mr. Chris Harvey representing Caltrans. The project is located on **Unnamed tributaries to Willow Creek, Shasta County, in Section 6, T32N, R7W, Mount Diablo Base and Meridian.**

Because DFG is issuing the Agreement, it is a Responsible Agency under CEQA for the Project. As a CEQA Responsible Agency, DFG is required by Guidelines Section 15096 to review the environmental document certified by the Lead Agency approving the projects or activities addressed in the Agreement and to make certain findings concerning a project's potential to cause significant, adverse environmental effects. However, when considering alternatives and mitigation measures approved by the Lead Agency, a Responsible Agency is more limited than the Lead Agency. When issuing the Agreement, DFG is responsible only for ensuring that the direct or indirect environmental effects of activities addressed in the Agreement are adequately mitigated or avoided. Consequently, the findings adopted or independently made by DFG with respect to an Agreement's activities are more limited than the findings of the Lead Agency funding, approving, or carrying out the project activities addressed in such Agreements.

**Findings**

DFG has considered the ND adopted by Caltrans. DFG has independently concluded that the Agreement should be issued under the terms and conditions specified therein. In this regard, DFG hereby adopts any findings of Caltrans as set forth in the ND and record of project approval, insofar as those findings pertain to the project's impacts on biological resources.

Signed: \_\_\_\_\_

Curt Babcock  
Acting Habitat Conservation Program Manager  
Northern Region

Date: \_\_\_\_\_

11/17/10

increase safety on this segment of SR 299. Sixteen unnamed, ephemeral and/or intermittent watercourses and 12 non-jurisdictional drainages traverse the Project area. These drainages are currently conveyed through culverts under the existing roadway. Existing culverts will be removed or abandoned and new drainage segments and culverts will be constructed to accommodate the realigned road prism. Eleven new culverts will convey runoff under the roadway to rock and gabion lined ditches. Check dams and settling basins with slotted risers will be constructed to reduce sediment and provide detention.

All work shall be in accordance with submitted plans and diagrams and any subsequent revisions approved by the DFG in writing. Specific drainage and culvert replacement work will take place at the following locations:

- Replace existing culverts C3 (18" CMP), C4 (24" CMP), and C5 (36" CMP) with a single 36" diameter culvert at PM 2.67,
- Replace existing culverts C6 (18" CMP) and C7 (48" Steel) with a single 36" diameter culvert at PM 2.89,
- Replace existing non-jurisdictional culvert NJC 4 (18" CMP) with a 24" diameter culvert at PM 2.93,
- Replace existing culverts C8 (18" CMP) and C9 (18" CMP) with a single 24" diameter culvert at PM 3.12,
- Replace existing culvert C10 (36" CMP) with a 36" diameter culvert at PM 3.2,
- Replace existing non-jurisdictional culvert NJC 8 (18" CMP) with a 24" diameter culvert at PM 3.26,
- Replace existing culvert C11 (18" CMP) with a 24" diameter culvert at PM 3.45,
- Replace existing culvert C12 (36" CMP) with a 36" diameter culvert at PM 3.70,
- Replace existing culverts C13 (18" CMP), C14 (18" CMP), and C15 (24" CMP), with a single 24" culvert at PM 4.04,
- Replace existing culverts C16 (18" CMP) and C17 (18" CMP) with a single 24" diameter culvert, and
- Replace existing culvert C8 (12" CMP) with a 24" diameter culvert at PM 4.28.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Pacific fisher (*Martes pennanti*), ringtail (*Bassariscus astutus*), silverhaired bat (*Lasionycteris noctivagans*) and other mammal species, as well as amphibians, reptiles, Neotropical nesting birds, and other riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss of mesic forest habitat along intermittent drainages, loss of roosting habitat for bats, and loss of occupied passerine habitat and nests, including eggs and/or nestlings, as a result of vegetation removal; as well as temporary and/or permanent impacts to downstream aquatic species due to suspended sediment and the smothering of egg masses and benthic invertebrate communities due to sediment deposition.

The project will result in the permanent loss of approximately 0.19 acre of un-vegetated ephemeral/intermittent stream channel routed into culverts and covered with roadway fill.

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

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time, after notifying the Resident Engineer, to verify compliance with the Agreement.
- 1.5 Permittee's notification (Notification of Lake or Streambed Alteration together with all maps, plans, photographs, drawings, and all other supporting documents submitted with notification to describe the activity) is hereby incorporated by reference into this Agreement. Permittee 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.

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

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

- 2.1 All work within the channel or on the stream banks shall be confined to the period commencing May 15 and ending October 15, provided the streams are dry. If weather conditions permit and streams remain dry, the Permittee may perform work within the stream channel or on the banks outside of the above referenced work window, contingent on conditions at the time of construction. A written request for a work period variance must be submitted to DFG at least five (5) days prior to beginning or continuing work. Written approval from DFG must be received by the Permittee prior to the start or the continuation of work outside of the above referenced work window. Variance requests may be approved or denied by DFG based on site conditions at the time of construction.
- 2.2 If work is performed within the stream channel or on the banks outside of the above referenced work window, 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.
- 2.3 Notwithstanding Condition 2.1 above, removal of the above-ground portions of existing vegetation shall occur after November 1 and before March 16 to avoid impacts to nesting birds and roosting bats. If vegetation must be removed during the nesting season (March 15 to August 31) nest surveys shall be conducted prior to vegetation clearing.
- 2.4 The Permittee shall instruct all persons who will be completing any ground disturbing activity at a work site to comply with the conditions set forth in this Agreement and shall inspect each work site before, during, and after completion of any ground-disturbing activity at the work site.

#### HABITAT AND SPECIES PROTECTION

- 2.5 Prior to initiating channel- vegetation- or ground-disturbing Project activities, Permittee shall clearly delineate the limits of the work area. Permittee shall restrict all Project activities to the designated work area and shall maintain all fencing, stakes and flags until the completion of Project activities.
- 2.6 Disturbance or removal of vegetation adjacent to watercourses shall not exceed the minimum necessary to complete operations. 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.

- 2.7 Except where provided for within this agreement, the removal of vegetation from the streambed or streambanks is prohibited without prior written approval from DFG. The work area shall be identified to all workers, as represented in plans.
- 2.8 All equipment used during construction of this Project shall be cleaned (i.e. free of dirt and debris that may harbor noxious weed seeds and plant parts) prior to its arrival on site and before leaving the Project area.
- 2.9 Upon completion of construction, decommissioned portions of the roadway, slopes, and other suitable areas shall be restored to montane hardwood-conifer habitat by revegetating with a regionally appropriate mix of native trees and shrubs. Revegetation plans shall be approved by DFG prior to implementation.

#### CULVERTS AND INSTREAM STRUCTURES

- 2.10 Culverts shall extend beyond the road fill and shall not be perched (shotgunned). Culverts shall be installed at watercourse gradient or have downspouts or energy dissipaters (rock rip-rap or boulders) at the outfall to prevent erosion of the downstream channel.
- 2.11 All work within the channel or on the banks shall be performed when the channel is dry. If subsurface flow is present during construction, all work shall be performed in isolation from subsurface flow.
- 2.12 Any turbid water pumped from the work area shall be disposed of in an upland area where it will not drain directly to surface waters.

#### EROSION AND SEDIMENT CONTROL

- 2.13 The project shall include adequate erosion and sediment control devices to prevent the degradation of water quality at all times.
- 2.14 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, commercial fertilizer, stabilizing emulsion and mulch, or combinations thereof.
- 2.15 Erosion control measures shall be monitored and maintained during and after each storm event. Modifications, repairs, and improvements to erosion control

measures shall be made following each storm event to prevent sediment from entering surface waters or wetlands.

- 2.16 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.
- 2.17 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.

#### PETROLEUM, CHEMICAL AND OTHER POLLUTANTS

- 2.18 All construction-related materials and equipment shall be stored in designated staging areas located outside of the floodplain unless approved in writing by DFG.
- 2.19 Refueling and vehicle maintenance shall be performed at least 100 feet from streams or other water bodies unless approved in writing by DFG.
- 2.20 No equipment or machinery shall be operated within any flowing stream.
- 2.21 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.
- 2.22 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.
- 2.23 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.

#### **CONTACT INFORMATION**

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S.

mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other.

To Permittee:

Mr. Chris Harvey  
Department of Transportation  
District 2  
P.O. Box 496073  
Redding, California 96049-6073  
Fax: (530) 225-3019  
[chris.harvey@dot.ca.gov](mailto:chris.harvey@dot.ca.gov)

To DFG:

Department of Fish and Game  
Northern Region  
601 Locust Street, California 96001  
Attn: Lake and Streambed Alteration Program – Craig Martz  
Notification #1600-2010-0270-R1  
Fax: (530) 225-0324  
[cmartz@dfg.ca.gov](mailto:cmartz@dfg.ca.gov)

**LIABILITY**

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

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

**SUSPENSION AND REVOCATION**

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

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



to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

### **ENFORCEMENT**

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

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

### **OTHER LEGAL OBLIGATIONS**

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

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

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

### **AMENDMENT**

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

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

## **TRANSFER AND ASSIGNMENT**

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

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

## **EXTENSIONS**

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

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

## **EFFECTIVE DATE**

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

## **TERM**

This Agreement shall expire on December 31, 2013, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

**AUTHORITY**

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

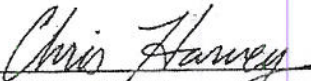
**AUTHORIZATION**

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

**CONCURRENCE**

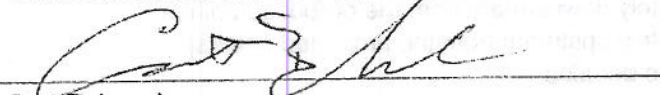
The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR DEPARTMENT OF TRANSPORTATION**

  
\_\_\_\_\_  
Chris Harvey  
Project Manager

11/3/10  
\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND GAME**

  
\_\_\_\_\_  
Curt Babcock  
Acting Habitat Conservation Program Manager

7/17/10  
\_\_\_\_\_  
Date