

**FOR CONTRACT NO.: 02-2E6204**

# INFORMATION HANDOUT

## **PERMITS**

PERMIT CONDITION RESPONSIBILITY SUMMARY

STATE OF CALIFORNIA  
DEPARTMENT OF FISH AND GAME 1600 AGREEMENT

**ROUTE: 02-Teh-5, 36 - 30.2, 39.7/40.3**

## ***PLAC PERMIT CONDITION RESPONSIBILITY (PCR) SUMMARY***

**General:**

This PCR Summary identifies which PLAC conditions must be completed by the Contractor and which conditions will be the responsibility of the Department. The PCR Summary includes comments to clarify the various PLAC conditions. If a discrepancy exists between the PCR Summary and the PLAC, the PCR Summary governs.

**Definitions:**

Agency: A board, agency, or other entity that issues a PLAC

Activity: A task, event or other project element

PLAC Condition: a work activity and/or submittal required by a PLAC

**Submittals:**

Submit to the Engineer when PLAC conditions require:

1. Communications. The Engineer will contact the agencies.
2. Records to be maintained, within 5 working days after the activity.
3. Submittals 5 days before the agencies require them. The Engineer will review and submit to the agencies.

**California Department of Fish and Game Streambed Alteration Agreement**

**Notification No: 1600-2012-0197-R1**

Activity	Responsible Party	Section
Measure 1.1 and 1.2	Contractor	Measures to Protect Fish and Wildlife Resources
Measure 1.3	Department	Measures to Protect Fish and Wildlife Resources
Measure 1.4	Contractor	Measures to Protect Fish and Wildlife Resources
Measure 2.1 through 2.6	Contractor	Measures to Protect Fish and Wildlife Resources
Measure 2.7	Department	Measures to Protect Fish and Wildlife Resources
Measure 2.8 through 2.21 (Department sizes rock used for RSP in Condition 2.9)	Contractor	Measures to Protect Fish and Wildlife Resources
Measure 2.22, 3.1,3.2 & 4.1	Department	Measures to Protect Fish and Wildlife Resources



State of California – Natural Resources Agency  
 DEPARTMENT OF FISH AND GAME  
 Region 1 – Northern  
 601 Locust Street  
 Redding, CA 96001  
<http://www.dfg.ca.gov>

EDMUND G. BROWN, Jr., Governor  
 CHARLTON H. BONHAM, Director



November 7, 2012

Chris Harvey  
 Department of Transportation  
 Post Office Box 496073  
 Redding, California 96049-6073

Subject: Final Lake or Streambed Alteration Agreement  
 Notification No. 1600-2012-0197-R1  
 Baker Curve Improvement Project

Dear Mr. Harvey:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Baker Curve Improvement Project (Project). Before the Department of Fish and Game (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the Mitigated Negative Declaration the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Craig Martz at 530-225-2267 or [cmartz@dfg.ca.gov](mailto:cmartz@dfg.ca.gov).

Sincerely,

*Rachel Liki*

*for* Craig Martz  
 Staff Environmental Scientist

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2012-0197-R1  
Dibble Creek

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
BAKER CURVE IMPROVEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and the California Department of Transportation (Permittee) as represented by Mr. Chris Harvey.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on June 28, 2012 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located on State Route (SR) 36 at Dibble Creek, tributary to the Sacramento River, from Post Mile (PM) 39.7 to 40.2 in the County of Tehama, State of California; Latitude 40.208669° North, Longitude 122.264388° West.

## **PROJECT DESCRIPTION**

The project is limited to the realignment of a segment of SR 36 west of Red Bluff to reduce the number and severity of accidents. The project will widen the travel lanes, provide 8-foot shoulders, improve the roadway geometrics, improve sight distance, and increase the clear recovery zone for errant vehicles. Work will include the removal of vegetation, excavation of approximately 31,100 cubic yards of material, placement of fill for the new roadway, installation of drainage culverts and outfalls, as well as the

placement of rock slope protection (RSP) to protect the roadway fill and provide energy dissipation at culvert outlets. Specific construction activities on the bank of Dibble Creek include:

- Establishing environmentally sensitive areas (ESAs) to protect habitats adjacent to the work area,
- Removing approximately 0.53 acre of Valley Foothill Riparian vegetation,
- Constructing the new fill slope to support the roadway,
- Placing approximately 170 linear feet of RSP at the toe of fill,
- Placing approximately 220 cubic yards of RSP for energy dissipation at culvert outlets, and
- Replanting riparian vegetation in areas of temporary disturbance adjacent to Dibble Creek following completion of work.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: Foothill yellow-legged frog (*Rana boylei*), California towhee (*Pipilo crissalis*), yellow warbler (*Dendroica petechia brewsteri*) and other nesting resident and migratory birds, valley elderberry long-horn beetle (*Desmocerus californicus dimorphus*), silky cryptantha (*Cryptantha crinita*) as well as other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include: potential mortality of nesting birds, eggs or young through vegetation removal and construction disturbance, as well as injury to downstream fish and benthic invertebrates through sediment transport and deposition and/or spills of deleterious materials.

In addition to temporary impacts during construction, the project will result in the permanent loss of 0.53 acre of Valley Foothill Riparian habitat adjacent to Dibble Creek.

## **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 in responsible positions who will be working on the project site on behalf

of the 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 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 **General Work Period for Stream Channel and Banks.** All work within the channel or on the stream banks shall be confined to the period commencing April 15 and ending October 15, of any year in which this Agreement is valid, provided the stream is dry. If weather conditions permit and the stream remains dry, Permittee may perform work in the channel or on the stream 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 work period variance must be received by the Permittee prior to the start or continuation of work after October 15.
- 2.2 **Required Measures for Work after October 15.** If work is performed within the channel or on the stream 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 **Delineating Limits of Work.** Prior to initiating 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.
- 2.4 **Minimize Loss of Riparian Vegetation.** Removal of existing riparian vegetation shall not exceed the minimum necessary to complete operations.
- 2.5 **Environmentally Sensitive Areas.** All vegetated areas beyond the construction limits shall be protected as Environmentally Sensitive Areas (ESAs) and shall be off limits to construction equipment and personnel except as specifically authorized in this Agreement.
- 2.6 **Installation of ESA Fencing.** ESA fencing shall be installed as the first order of work. The placement of ESA fencing shall be inspected and approved by DFG prior to the initiation of work. Permittee shall provide written notification for inspection a minimum of 5 working days prior to beginning work. If DFG is unable to conduct a site inspection during this period, the inspection may be conducted by the Environmental Construction Liaison and the results forwarded to DFG for approval.
- 2.7 **ESA Fencing Shown on Project Plans.** ESA fencing shall consist of temporary orange construction fence or other highly visible material that clearly delineates the limits of the work area. Environmentally Sensitive Areas shall be clearly shown on the Project plans and drawings. The Permittee shall ensure that the contractor, subcontractors, and all personnel working on the Project are instructed on the purpose of the ESA fencing and understand the limits of the work area.
- 2.8 **Vegetation Removal Period.** Removal of trees and shrubs from the work area shall take place between September 1 and February 15 to avoid impacts to nesting birds.

## **ROCK SLOPE PROTECTION**

- 2.9 **Materials for Rock Slope Protection.** RSP and energy dissipation 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). 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.

## **PETROLEUM, CHEMICAL AND OTHER POLLUTANTS**

- 2.10 **Storage of Materials.** All construction-related materials and equipment shall be stored in designated staging areas.
- 2.11 **Refueling.** Refueling and vehicle maintenance shall be performed at least 100 feet from streams or other water bodies unless approved in writing by DFG.
- 2.12 **Use of Equipment Prohibited in Live Streams.** No equipment or machinery shall be operated within any flowing stream.
- 2.13 **Maintenance and Inspection of Equipment to Prevent Leaks.** 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 could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.14 **Drip Pans.** 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 **Disposal of Concrete Water.** Water that has been in contact with uncured concrete shall be contained in a sealed concrete washout facility or other impervious container and shall not be discharged to surface or ground waters.
- 2.16 **Spill Containment, Clean up and Discharge Notification.** All construction activities performed in or near the stream shall have absorbent materials designated for spill containment and clean up activities on-site for use in an accidental spill. In the event of a discharge, the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate clean up activities. DFG shall be notified by the Permittee and consulted regarding clean-up procedures
- 2.17 **Pollution of Waters of the State Prohibited.** 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**

- 2.18 **Erosion Control Measures Required.** The project shall at all times feature adequate erosion and sediment control devices to prevent the degradation of water quality.

- 2.19 **Installation and Maintenance of Best Management Practices.** 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, weed-free straw, compost, fiber, commercial fertilizer, stabilizing emulsion and mulch, or combinations thereof.
- 2.20 **Soil Stabilization and Sediment Prevention.** 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.
- 2.21 **Erosion Control Seeding.** Prior to the end of construction, all disturbed areas shall be stabilized and reseeded with a regionally appropriate California native seed mix.
- 2.22 **Replacement of Riparian Vegetation.** Riparian vegetation shall be replanted in suitable locations on-site following completion of construction. All riparian plantings shall be maintained for a minimum of 3 years to insure plants are adequately established.

### **3 Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 **Off-site Riparian Restoration.** To compensate for the permanent loss of 0.53 acre of Valley Foothill Riparian habitat, Permittee shall establish 1.59 acres of riparian vegetation at the Jelly's Ferry Mitigation Site in Tehama County. The mitigation shall occur prior to or concurrently with project construction. A draft riparian restoration plan shall be reviewed and approved by DFG prior to conducting planting activities at the site.
- 3.2 **Valley Elderberry Longhorn Beetle (VELB) Mitigation.** The three elderberry shrubs that will be directly impacted by construction activities shall be transplanted to the Toomes Creek Conservation Area. In addition to the transplanting effort, Permittee shall purchase 9 VELB credits from the Stillwater Plains Mitigation Bank.

#### **4 Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 Post-Construction Monitoring and Annual Reporting. Permittee shall monitor riparian plantings at the Jelly's Ferry Mitigation Site for a minimum of five years following planting. Annual reports shall be submitted to DFG by December 31 of each year. Reports shall document the survival, growth and vigor of riparian plantings, including any replacement plantings required.

#### **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  
P.O. Box 496073  
Redding, CA 96049-6073  
Fax: (530) 225-3019  
Email: [chris.harvey@dot.ca.gov](mailto:chris.harvey@dot.ca.gov)

To DFG:

Department of Fish and Game  
Northern Region  
601 Locust Street  
Redding, CA 96001  
Attn: Lake and Streambed Alteration Program – Craig Martz  
Notification #1600-2012-0197-R1  
Fax: (530) 225-2267  
Email: [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, 2014, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a) (2) requires.

## **EXHIBITS**

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit 1. *Baker Curve Improvement Project Initial Study with Negative Declaration*. California Department of Transportation. October 2011.
- B. Exhibit 2. *Addendum to the Baker Curve Improvement Project Initial Study with Negative Declaration*. California Department of Transportation. June 2012.

**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.

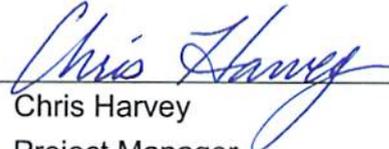
**AUTHORIZATION**

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

10/2/12  
\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND GAME**

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

11/7/12  
\_\_\_\_\_  
Date