

INFORMATION HANDOUT

For Contract No. 10-0V3004

At 10-Cal,Mpa/4,49,140/Var

Identified by

Project ID 1000020458

MATERIALS INFORMATION

Geotechnical Recommendations

Water Source Information

Existing Traffic Management System Elements to be Maintained during Construction

Department of Fish and Game Streambed Alternation Agreement No. 1600-2015-0273-R2

Memorandum

*Serious Drought.
Help Save Water!*

To: CHIN DANG
Project Engineer
D06 Deputy Project Dev.
(Consultant)

Date: August 21, 2015

File: 10-MPA-140-21.8
10-MPA-49-18.5/18.7
EA: 10-0V300
EFIS: 1000020458
ADA Pedestrian Access

Attn: Caroline Reyes

From: DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
GEOTECHNICAL SERVICES – MS 5

Subject: Geotechnical Recommendations

INTRODUCTION

This project proposes to improve pedestrian accessibility and safety at the above referenced locations.

PERTINENT RESOURCES

The information in this report is based on utilization of the following resources:

- 1) A District Preliminary Geotechnical Report (DPGR) dated April 11, 2010 by this office,
- 2) option sheets for both a new cut slope and a retaining wall for 49, PM 18.5/18.7, undated,
- 3) a “Retaining Wall #2 General Plan” at 140, PM 21.8, undated and
- 4) a site reconnaissance performed in March, 2015 by this office.

Resource number 1 addresses the geologic conditions in the area and the specific proposed improvements at 49-PM 18.5/18.7 only.

Resource numbers 2 and 3 will be referred to as “Location 2” and “Location 3” for this report.

A search of the Caltrans Document Retrieval System and the Geotechnical Services document database (GeoDoc) resulted in no other existing information or previous reports available for these areas.

No subsurface exploration was conducted for this report.

GEOTECHNICAL CONDITIONS

Site Geology

The 2010/11 DPGR accurately describes the subsurface materials, geology, topography and drainage for the area at Location 2.

At the Location 3 improvement, the existing downslope hill is a fill slope. This fill is composed of clayey and silty sand with numerous rock and gravel clasts. A pocket penetrometer measurement was obtained in a shallow test hole near the same elevation as the proposed retaining wall foundation bottom-of-footing. The measured shear strength of the fill was an average of 1.75 tsf. The location of the cut-fill line between bedrock and this fill is estimated to be near the center line of Route 140.

Groundwater

A search was conducted for California Department of Water Resources well records in the area and none are existing. No springs or seeps were observed in the existing slopes or roadway during the site visit of March, 2015.

Groundwater is not expected to be an issue during construction for either Location 2 or Location 3.

Naturally Occurring Asbestos (NOA)

A California Air Resources Board map showing areas likely be impacted by NOA was reviewed for the project sites. It does not indicate any NOA at the project sites. Additionally, during our site reconnaissance, the presence of serpentine was not observed.

Dust reduction measures to address NOA is not expected to be required.

Faulting

The site is not located within any Earthquake Fault Zone (EFZ) as defined by the California Department of Conservation (Special Publication 42, 1997). There are no known active faults crossing beneath or extending directly toward the project site. Therefore, the potential hazard due to ground rupture is considered to be insignificant.

Slope Stability and Rockfall

There were no observed global instability or rockfall issues on the existing slopes at either the Location 2 or Location 3 areas. Some minor amounts of small (~6 inch) rocks were

observed to be accumulating near the toe of the existing slope at Location 2 but was not affecting the roadway or affecting the stability of the slope.

Rippability

Location 2: Our site surface reconnaissance and map review indicates that this location is underlain by meta-volcanic bedrock that is moderately weathered and highly fractured. We estimate that the extent of rippable rock materials will be 100% of the excavation volume and will be able to be removed by using conventional roadway excavation equipment without the need for blasting.

Location 3: The material to be excavated is fill which is medium dense and easily excavated.

RECOMMENDATIONS

Location 2:

Cut Slope Option:

The new 1:1 or shallower cut slope can be constructed along the entire length of the proposed new sidewalk.

A maximum finish grade cut slope gradient in rock is recommended to be 1:1 (H:V) due to an approximate 45 degree dip-slope condition observed in some areas of the existing slope. The existing slope face also exhibits a random structure distribution in other areas so the conditions that will be exposed on the new proposed cut slope face cannot accurately be estimated.

After excavation, the new cut slope should be inspected and mapped by representative of this office. We recommend that a contingency be added to the project contract so that mitigation measures such as rock bolts, wire mesh drapery or additional curb fencing can be added as a supplement to the project in case adverse features are exposed after the cut slope excavation is mapped.

Retaining Wall Option:

If 1:1 permanent cut slopes are not feasible due to right-of-way or other restrictions then a Caltrans Standard Plan Type 1 retaining wall may be utilized to construct the proposed sidewalk.

The maximum height of the wall shall be limited to 15 feet.

During construction, any temporary cut slopes steeper than 0.5:1 (H:V) may require that the selected contractor utilize temporary stabilization measures such as rock bolts.

Maximum finish grade cut slope heights are recommended to be kept below 20 feet.

Maximum compacted fill heights are recommended to be 10 feet at a maximum gradient of 1.5:1 (H:V).

Location 3:

A Caltrans Standard Plan Type 1 retaining wall may be utilized to construct the proposed sidewalk.

The maximum height of the wall shall be limited to 6 feet based on the pocket penetrometer test that was taken in the fill in the area of the wall.

Existing Structure, Location 2

An existing residential structure is situated atop the proposed top-of-slope at approximate station 154+75 at Location 2. A stability analysis was performed for the 1:1 cut slope option and a temporary maximum construction cut of 0.5:1 for the retaining wall option using typical surcharge loads for a wood-framed structure at the top of the slope. The result (safety factor) of the analysis indicates that under static conditions, no global instabilities can be expected due to surcharge from the existing structure.

If you have any questions or need further information regarding this report, please contact Christopher Koepke at 916 227-1040

Respectfully submitted by:




Christopher Koepke, C.E.G.
Engineering Geologist
Office of Geotechnical Design-N




Reza Mahallati, P.E.
Senior M&R Engineer
Office of Geotechnical Design-N

Cc: OGDN File, GeoDoc

Mariposa County:

Mariposa County is currently under a Mandatory Water Conservation restriction. Based on this category of classification the following information is being provided.

A potential non-potable water source is available at Mariposa County Water Treatment Plant located at 4888 Trabucco Street, Mariposa, CA. As of October 27, 2015, the cost for treated construction water is \$5 per 1000 gallons with a small monthly service fee. This water treatment plant has an open storage basin for filter backwash water. The backwash storage rechargers at 2500 gallons per day however normally contains 250,000 gallons. This non-potable water source is potentially available for construction use. Contractors must provide equipment to pump the non-potable water from open storage (at ground level) onto their own vehicles.

Contact Mariposa Public Utility District General Manager (Mark Rowney) at 4992 Seventh Street, PO BOX 494, Mariposa, CA. Telephone: 209-966-2515 Fax: 209-966-6615.

Calaveras County:

Calaveras County is currently under a Mandatory Water Conservation restriction. Based on this category of classification the following information is being provided.

A potential non-potable water source is available by Union Pacific Utility District (UPUD). Location of non-potable water source will be determined at the time of construction. As of October 27, 2015, the cost for non-potable water is \$1 per 100 cubic feet with a one-time meter set up fee of \$50. Potential rate increase possible, if UPUD rates increase next year. Contractors must provide equipment to pump the non-potable water onto their own vehicles.

Contact Union Pacific Utility District Office Manager (Elaine M. Urruty) or District Manager (Bill Eltringham) at 399 Main Street, Murphys, CA. Telephone: 209-966-2515 Fax: 209-728-3651.

Existing Traffic Management System Elements to be Maintained during Construction

Contract : 10-0V3004

CO	RTE	PM	DIR	LOCATION	ELEMENT	ID	CONTROLLER	DETECTION TYPE	NOTE
CAL	4	0.05	E	E/B 4 at Stanislaus/Calaveras line- 500' east of line	TMS			Loops	solar count station
CAL	4	19.96	E	W/O Rte 49	FB			N/A	
CAL	4	24.08	W	E/O Rte 49	FB			N/A	
CAL	4	29.62		Tom Bell Drive	Signal			Loops	
CAL	4	29.96	E	W/O Murphys	CMS			N/A	
MPA	49	18.5	NS	49 at Hwy 140	TMS	186		Loops	
MPA	140	10.5	E	1 mile east of Hornitos Rd, Cathey Valley Park	TMS	36		Loops	
MPA	140	16.22	W	northwest corner of 165 & 140 Census 021, 061	TMS			Loops	
MPA	140	19.012	E	E/O Yaqui Gulch Rd	FB			N/A	

Postmiles listed are approximate.

Abbreviations:

TMS: Traffic Monitoring Station

CMS: Changeable Message Sign

FB: Flashing Be

PM: Post Mile



DEPARTMENT OF FISH AND WILDLIFE

Charlton H. Bonham, Director

North Central Region

1701 Nimbus Road, Suite A

Rancho Cordova, CA 95670-4599

916-358-2900

www.wildlife.ca.gov



MAR 08 2016

Date

Benjamin Broyles
California Department of Transportation
1976 E. Dr. Martin Luther King Jr. Boulevard
Stockton, CA 95205

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2015-0273-R2

Dear Mr. Broyles:

Enclosed is the Final Streambed Alteration Agreement (Agreement) for the Calaveras and Mariposa ADA Curb Ramps Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a lead agency, determined your project is exempt from CEQA and filed a notice of exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations 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 letter, please contact Juan Lopez Torres at (916) 358-2951 or juan.torres@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

cc: Juan Torres, juan.torres@wildlife.ca.gov

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0273-R2

CALIFORNIA DEPARTMENT OF TRANSPORTATION
CALAVERAS AND MARIPOSA ADA CURB RAMPS PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and California Department of Transportation (Permittee) as represented by Alfred Blum.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on November 18, 2015, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, the Department 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) 4, post mile 29.6 within Angels Creek tributary to New Melones Reservoir, in the County of Calaveras, State of California. The project is located on the Murphys U.S. Geological Survey (USGS) 7.5-minute quadrangle, R14E, T03N, Section 5. Latitude 38.139668°, Longitude -120.455719°.

Exhibit A includes Figure 1 depicting the project location.

PROJECT DESCRIPTION

The proposed project will construct new Americans with Disability Act (ADA) curb ramps at the southwest and northeast corners of SR 4 and Tom Bell Road/Big Trees Road intersection. The existing ADA ramp at the northwest corner of the intersection will be upgraded. Pedestrian signals with pushbuttons will be installed at the northwest and northeast corners of the intersection. Relocation of an electrical signal pole at the

northeast corner and detector loops are required. The existing asphalt concrete pathway will be removed, and an ADA compliant sidewalk will be installed to provide access to the northeast corner of the intersection from Angels Creek. An asphalt concrete dike adjacent to the sidewalk will channel storm water away from the sidewalk and 3 cubic yards (8 feet by 12 feet) of rock slope protection (RSP) will be placed on the bank of Angels Creek to reduce erosion of the stream bank. To facilitate this approximately 3 cubic yards of soil will be removed to allow for placement of the RSP. The RSP will be placed between the footbridge and the SR 4 concrete bridge. No vegetation will be removed as part of this project.

The proposed project will permanently impact 96 square foot of Department jurisdictional areas.

Exhibit A includes Figure 2 and 3 depicting the project impacts and plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: nesting birds and aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disruption to nesting birds, disruption to aquatic or terrestrial plant and wildlife species, change in contour of channel or bank, soil compaction or other disturbance.

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 Department 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 the Department 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, the Department shall contact Permittee to resolve any conflict.

- 1.4 **Project Site Entry.** Permittee agrees that Department personnel may, with notification to the Resident Engineer, enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Does Not Authorize "Take."** This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

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 **Work Period in Dry Weather Only.** Work within waters of the state shall be restricted to periods of low stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72-hour weather forecast indicates a 20% or less chance of precipitation, provided low stream flow conditions are still present. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started, unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented and provided upon request by the Department.
- 2.2 **Nesting Birds.** If Permittee begins project activities during the nesting period for birds (February 1 to September 1), then the Permittee shall avoid impacts to nesting birds. Permittee shall initiate pre-construction surveys to avoid impacts to nesting birds if any construction activities have the potential to be in conflict with nesting migratory birds during the nesting period. If active nests are found, the Permittee shall notify the department and a temporary no-disturbance buffer as approved by the Department shall be created to protect the nest and the birds. No habitat removal or any other work shall occur within the temporary disturbance buffer (even if the nest continues active beyond September 1st) until the young have fledged and will no longer be impacted by the project.

If a lapse in project-related work of fifteen (15) calendar days or longer occurs, another focused survey and consultation with the Department shall be required before project work can be reinitiated.

- 2.3 **Biological Monitor.** A qualified biologist shall be onsite to monitor all activities that result in the clearing of sensitive habitat as well as grading, excavation, and/or other ground-disturbing activities in jurisdictional areas. Permittee shall flag the limits of grading and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process, as required by this Agreement. The biological monitor is required to halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.
- 2.4 **Best Management Practices.** Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.5 **Pollution and Litter.** Permittee 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 Permittee to ensure compliance.
- 2.5.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.5.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.5.3 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.

- 2.5.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, 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 be 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 100 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.5.5 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.6 Inspection of Project Equipment. Permittee shall inspect all vehicles, watercraft, tools, waders and boots, and other project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site.
- 2.7 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.8 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.9 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from the stream channel and banks within the Department jurisdiction. All equipment and fuel stored on site shall be bermed to contain any spilled material and shall be protected from rain. Berms shall consist of plastic covered dirt or sand bags.
- 2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.11 Site Restoration. All exposed/disturbed areas and access points within the stream left barren of vegetation as a result of the construction activities, such as staging

areas, shall be restored using locally native grass and/or forb seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass/forb seeds. Seeded areas shall be covered with broadcast straw and/or seeded erosion control blankets.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Project Initiation. The Permittee shall notify the Department two (2) working days prior to beginning work. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities within the watercourse work area shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

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

To Permittee:

California Department of Transportation
Alfred Blum
1976 E. Dr. Martin Luther King Jr. Boulevard
Stockton, CA 95205
Phone: 209- 941-1958
Email: alfred.blum@dot.ca.gov

Contact

Christene Coffman
1976 E. Dr. Martin Luther King Jr. Boulevard
Stockton, CA 95205
Phone: 209-948-7873
Email: christene.coffman@dot.ca.gov

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #: 1600-2015-0273-R2
Phone: 916-358-2885
Fax: 916-358-2912
Email: R2LSA@wildlife.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 the Department'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

The Department 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 the Department 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 the Department 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 the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department 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 the Department'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

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

EFFECTIVE DATE

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department 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 <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire **July 1, 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.

EXHIBITS

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

- A. Figure 1 – Project Location
- Figure 2 – Project Impacts
- Figure 3 – Project Plans

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 the Department in accordance with FGC section 1602.

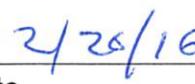
CONCURRENCE

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

FOR PERMITTEE



Alfred Blum
Project Manager



Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager



Date

Prepared by: Juan Torres
Senior Environmental Scientist (Specialist)

Exhibit A.
Figure 1 – Project Location

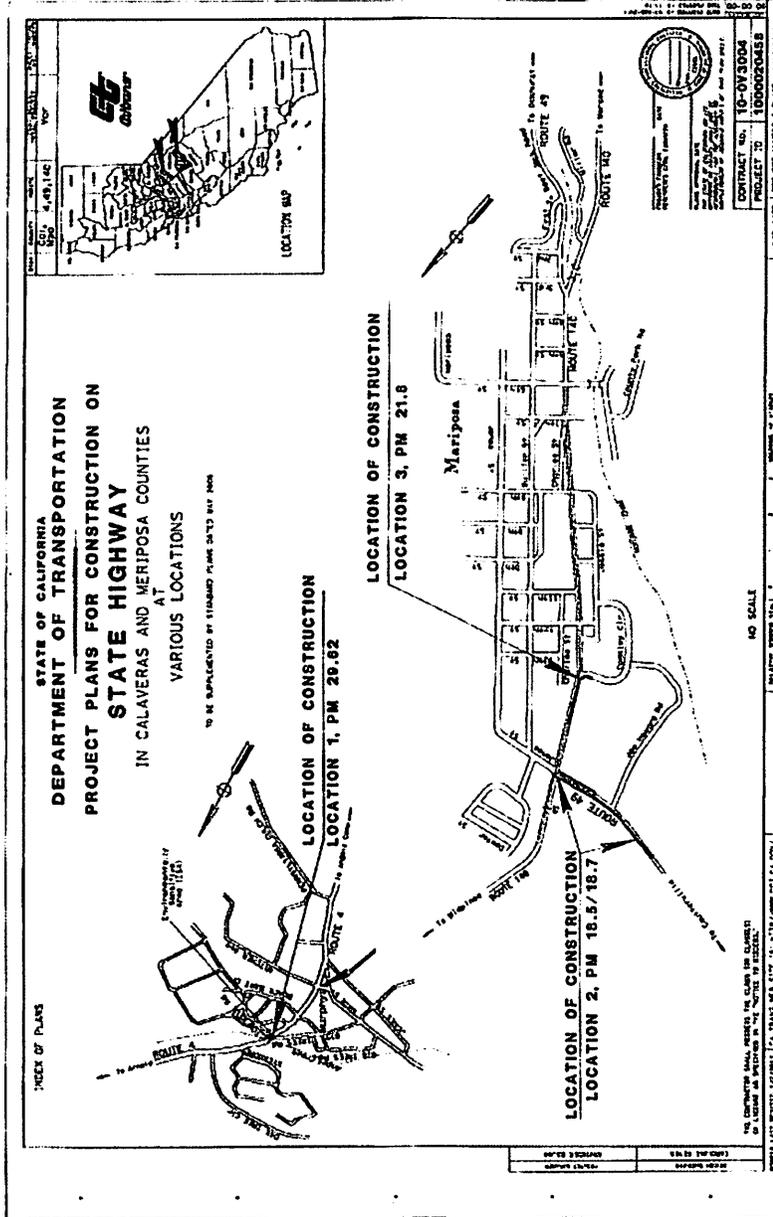


Figure 2 – Project Impacts

