

Exhibit A

Exhibit A-1

CDFW Permit No. LAK-17734-R2, dated December 13, 2021. For EA No. 01-0H840.

Exhibit A-2

Amendment #1 of 1600-2020-0055-R2, dated August 29, 2023. For EA No. 01-0G330.

CDFW Permit No. 1600-2020-0055-R2, dated June 9, 2020.

Exhibit A-1

**CDFW Permit No. LAK-17734-R2, dated December 13, 2021. For EA
No. 01-0H840.**



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



12/13/2021

Mike Khammash
California Department of Transportation
703 B Street, Marysville, CA 95901
Mike.Khammash@dot.ca.gov

Dear Mr. Khammash:

**Final Lake and Streambed Alteration Agreement
EPIMS Notification No. LAK-17734-R2
Unnamed Tributary to Blue Lakes, Unnamed Tributary to Lower Blue Lake, and
Associated Riparian Habitat; Blue Lakes Safety Project**

Attached is the final Lake and Streambed Alteration Agreement (Agreement) for the Blue Lakes Safety Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Initial Study – Negative Declaration prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-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 Harvey Tran, Environmental Scientist, at (916) 358-4035 or by email at harvey.tran@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Kelley Barker
778EDA8AE45F4C9...

Kelley Barker
Environmental Program Manager

ec: Harvey Tran, Environmental Scientist
harvey.tran@wildlife.ca.gov

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



LAKE AND STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION No. LAK-17734-R2
UNNAMED TRIBUTARY TO LOWER BLUE LAKE, UNNAMED TRIBUTARY TO BLUE
LAKES, AND ASSOCIATED RIPARIAN HABITATS

CALIFORNIA DEPARTMENT OF TRANSPORTATION
BLUE LAKES SAFETY PROJECT

This Lake and Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the California Department of Transportation (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 15, 2021 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The Project is located in two unnamed tributaries to Lower Blue Lake and Blue Lakes and along the bank of Blue Lakes, on State Route 20 (SR-20) in the County of Lake, State of California. The post miles (PM) for this Project are LAK-20 PM 2.00 to 2.80.

Exhibit A shows the Project location.

PROJECT DESCRIPTION

The Project includes improving an existing curve at two locations consisting approximately of 0.32 miles, widening existing shoulders, constructing seven retaining walls, and replacing and extending three culverts on SR-20. The Project is limited to vegetation and tree removal, excavation to construct the expanded shoulders, curve

realignments, and culvert replacement, and grading of the banks to construct the different types of retaining walls.

Construction activities anticipated for this Project will include the following:

- Vegetation clearing and grubbing.
- Installation of rockfall protection (cable mesh and/or temporary rock fencing) above the top of the proposed walls.
- Excavation of approximately 45 feet into the existing cut slope on the north side of the roadway for the soil nail wall. Excavation includes a drilling bench with temporary shoring using stacked K rails.
- Construction of a two-tiered soil nail wall on the north side of the roadway. Each tiered wall will be approximately 45 feet tall at its maximum height.
- Drilling, setting, and grouting of soil nails/ground anchors. Then reinforcement will be placed along the 5-foot tall, excavated face and shotcrete applied. Soil nail/ground anchors will be locked off securing this first lift. This process will be repeated for each lift to the completion of the shotcrete walls.
- Widen and pave new shoulders.
- Construction of a Type 1 retaining wall on the south side of the roadway between PM 2.08 and 2.11.
- Construction of four rail element walls between PM 2.07 and PM 2.08, PM 2.11 and PM 2.12, PM 2.13 and PM 2.14, and PM 2.20 and PM 2.22.
- Replacement of guardrails.
- Replacement, repair, and/or extension of three culverts at PM 2.22 (single culvert) and 2.62 (double box culvert). The PM 2.22 culvert will be replaced with a larger diameter culvert. Grouted rock slope protection (RSP) will be installed on the PM 2.22 culvert outlet and regular RSP on the PM 2.62 culvert outlet.

There will be no in-water work required for the installation of the above-mentioned culvert activities; construction activity will occur while the existing drainages are dry.

A variety of earthmoving and vegetation removal equipment such as excavators, loaders, pavers, dump trucks, compactors, cranes, drum rollers, generators, concrete trucks, and water trucks will be used. Construction staging and access will be located adjacent to the individual work sites within the Permittee's right of way. Approximately 35,000 cubic yards of excess dirt material will be removed and hauled to a designated disposal site in Mendocino County near SR-20 PM 41.85 on private property.

The Project is scheduled to require two seasons of work totaling approximately 250 working days. Construction is tentatively scheduled to start on June 15, 2022, and to be completed by the end of October 15, 2023. Tree cutting activity will be done between October 1 and January 31, during the fall/winter prior to the start of construction to avoid the bird nesting period. No night work is anticipated.

Exhibit B shows the Project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by construction activities; impediment to migration of aquatic and terrestrial species during construction; direct loss of resources for aquatic organisms; introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from construction); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during construction; and increase of bank erosion during construction.

The Project will permanently disturb approximately 0.011 acre of areas consisting of bed, bank, and channel habitat within the Project area due to placement of fill into the unnamed tributaries from the culvert work which flow into Blue Lakes and Lower Blue Lake and construction of five of the seven retaining walls on the bank of Blue Lakes.

Additionally, the Project will cause permanent impacts to approximately 0.11 acre of riparian habitat from road widening, construction of five of the seven retaining walls, and culvert work. The Project will result in the removal of approximately 5 - 10 native riparian trees consisting of a mix of California bay tree (*Umbellularia californica*), Fremont cottonwood (*Populus fremontii*), Oregon ash (*Fraxinus latifolia*), white alder (*Alnus rhombifolia*), and willow (*Salix sp.*).

The Project will not result in temporary impacts because all impacts will be considered permanent.

Exhibit C shows the Project impacts.

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 this Agreement, any extensions and amendments to this 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 CDFW 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 this Agreement and any extensions and amendments to this 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 CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. Permittee agrees to notify CDFW of any modifications made to the Project plans submitted to CDFW.
- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, 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, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Negative Declaration (ND) (SCH No. 2020050589), and all associated documents adopted by the California Department of Transportation as lead agency for the Project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from Project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the Project commences.

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. Project activities in the bed, bank, channel, and riparian areas covered under this Agreement shall be confined to the period between June 1 and October 31 of the same calendar year during the term of this Agreement.

Revegetation, restoration and erosion control work is not confined to this time period.

- 2.2 Work Period Modification. If the Permittee needs more time to complete the Project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the Project, or if unavailable, through contact with the Regional office (see Contact Information). The Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) calendar days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.
- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period within the unnamed tributaries, the bank of Blue Lakes, and the associated riparian habitats shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. *All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.*
- 2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete Project related activities. Except for tree removal already described in the Project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.5 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the Project description.
- 2.6 Designated Biologist. At least thirty (30) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological

monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of Project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site and have the necessary handling permits. The Designated Biologist shall be responsible for monitoring all Project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall be responsible for observing bird activity and any newly active nests. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.

- 2.7 On-site Biologist with Stop Work Authorization. Permittee shall have a Designated Biologist on-site during Project activities, as appropriate, to ensure avoidance and minimization measures are implemented. The Designated CDFW-approved Biologist, in consultation with the Resident CALTRANS Engineer, shall be authorized to stop construction, if necessary, to protect fish and wildlife resources.
- 2.8 Designated Representative. Before initiating ground-disturbing Project activities, the Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. Permittee shall notify CDFW in writing five (5) days prior to commencement of Project activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.

Biological Resources

- 2.9 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed.
- 2.10 Special-Status Species encountered during work. If the Permittee encounters any special-status species during Project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during Project activities, the Permittee encounters any species listed pursuant to the CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.11 Nesting Bird Survey. If Project-related activities are scheduled between February 1 to September 30 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist within fourteen (14) calendar days prior to the beginning of Project-related activities. The Designated Biologist shall survey the area within a minimum 500-foot (for migratory birds) and minimum 1/2-mile (for raptors) radius around the Project area that can be accessed by Permittee. The

results of the survey shall be provided to CDFW upon completion. If no active nests are found, Project activities may proceed as scheduled.

2.11.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. Buffers determined by the Designated Biologist(s) shall be included in the Bird Management and Monitoring Plan described in the Measure 2.12.

2.11.2 Project Delay. If a lapse in Project-related work of fourteen (14) calendar days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.

2.11.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

2.12 Bird Management and Monitoring Plan. If a survey identifies an active nest, the Designated Biologist shall prepare and implement a Bird Management and Monitoring Plan (Plan) which includes survey results and appropriate avoidance measures such as, but not limited to, temporary no-disturbance buffers, sound walls, visual barriers, and/or changes in Project phasing to protect the nest and the birds. The Plan design shall be based upon site conditions, Project activities, and species present or likely to be present during all construction activities. The Designated Biologist shall be onsite during the initiation of Project activities and if there is a change in the level of activity (i.e., noise level, etc.). If the Designated Biologist determines that avoidance measures are insufficient to avoid take of the birds, their nest, or their eggs, all specific Project activities shall cease, and the Designated Biologist or Permittee shall immediately consult with CDFW.

2.13 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the Project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work

site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

Revegetation and Restoration

- 2.14 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the Project area, by seeding with a regionally appropriate native grass and forb mix, unless otherwise agreed upon with CDFW. Revegetation shall be completed as soon as possible after construction activities.
- 2.15 Native Plant Materials. Revegetation shall include only regionally appropriate plant materials native to the Project region, unless otherwise approved by CDFW in writing.
- 2.16 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

Erosion Control/Stabilization

- 2.17 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during Project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during Project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.
- 2.17.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.
- 2.17.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non-native 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. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.
- 2.17.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in

good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes.

- 2.18 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.
- 2.19 Site Restoration. All areas and access points exposed or disturbed during Project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw, hydromulch, and/or erosion control blankets.
- 2.20 Post Storm Event Inspection. After any storm event, Permittee shall inspect the erosion BMPs prior to beginning or resuming construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the Project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

- 2.21 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.22 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for Project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.23 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible

contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

- 2.24 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than 150 feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

Debris Materials and Waste

- 2.25 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris on the Project site.
- 2.26 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the Project area and vicinity immediately upon completion of Project activities.
- 2.27 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.28 Hazardous Materials. Debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from Project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located more than 150 feet from the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.29 Removal of Debris, Materials and Rubbish. Permittee shall remove all Project generated debris, building materials and rubbish from the Project area following completion of Project activities.

- 2.30 Concrete – Primary Containment. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures.
- 2.31 General Concrete Condition. Permittee shall ensure water that comes into contact with concrete shall not be allowed to enter waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing. Any water that comes into contact with concrete shall be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.
- 2.32 Spill Containment. All activities performed in or near a watercourse shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. Permittee shall immediately notify the California Office of Emergency Services at 1-800-852-7550 and immediately initiate cleanup activities. CDFW shall be notified by Permittee and consulted regarding clean-up procedures.

3. Compensatory Measures

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

- 3.1 Purchase of Credits. Permittee shall mitigate for permanent impacts to 0.121 acre of bed, bank, channel, and riparian habitats by purchasing 0.36 credit at a CDFW-approved Mitigation Bank. Permittee shall get approval from CDFW prior to the purchase of credits. Permittee shall submit the Bill of Sale and Payment Receipt to CDFW before the commencement of Project activities.
- 3.1.1 Mitigation Alternative. In the event that the above option is not feasible, Permittee shall mitigate with an alternative method agreed to by both CDFW and the Permittee. For example, if Permittee decides to mitigate through the implementation of a CDFW-approved restoration or enhancement plan, Permittee shall submit a Habitat Mitigation and Monitoring Plan (HMMP) per Measure 3.1.2 below.
- 3.1.2 Habitat Mitigation and Monitoring Plan (HMMP). Permittee shall submit to CDFW for review and approval a HMMP depicting the activities that will be performed to comply with Measure 3.1.1 above. At a minimum, the HMMP shall include the following information as applicable depending on the mitigation option selected: (a) a description of the existing physical conditions of the proposed creation or restoration site, including water resources and habitat types, and a map that identifies the size and location

of the site; (b) a plan for the preparation of the creation or restoration site, including the removal of nonnative plant species, non-wetland/riparian plant species, and grading; (c) a local California native plant palette; (d) a planting plan, including monitoring and maintenance measures and a timeline; (e) an irrigation plan; (f) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan; and (g) interim performance standards and final success criteria with contingency measures. Monitoring and maintenance of the restoration/enhancement site shall be conducted annually for a minimum of five (5) years, or until final success criteria are met and CDFW determines the mitigation site is successful. The invasive plant species removal shall be conducted annually for a minimum of three years.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Project Initiation. Permittee shall notify the CDFW two (2) calendar days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.2 Notification of Project Completion. Upon completion of the Project activities described in this Agreement, the Project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) calendar days of Project completion. Photographs and Project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during Project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five (5) working days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

CONTACT INFORMATION

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

To Permittee:

Mike Khammash
703 B Street, Marysville, CA 95901
Phone: 707-272-0139
Email: Mike.Khammash@dot.ca.gov

Contact:

William Ragan
703 B Street, Marysville, CA 95901
Phone: 530-741-4282
Email: William.Ragan@dot.ca.gov

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. LAK-17734-R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this Agreement authorizes.

This Agreement does not constitute CDFW'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

CDFW may suspend or revoke in its entirety this 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 this Agreement.

Before CDFW suspends or revokes this 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 CDFW suspends or revokes this 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 CDFW to issue the notice.

ENFORCEMENT

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

Nothing in this Agreement limits or otherwise affects CDFW'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 complying with, 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW'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 this 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 CDFW approves the transfer or assignment in writing.

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

EXTENSIONS

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

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

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

Exhibit A. Project Location
Exhibit B. Project Plans
Exhibit C. Project Impacts

AUTHORITY

If the person signing this 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 this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

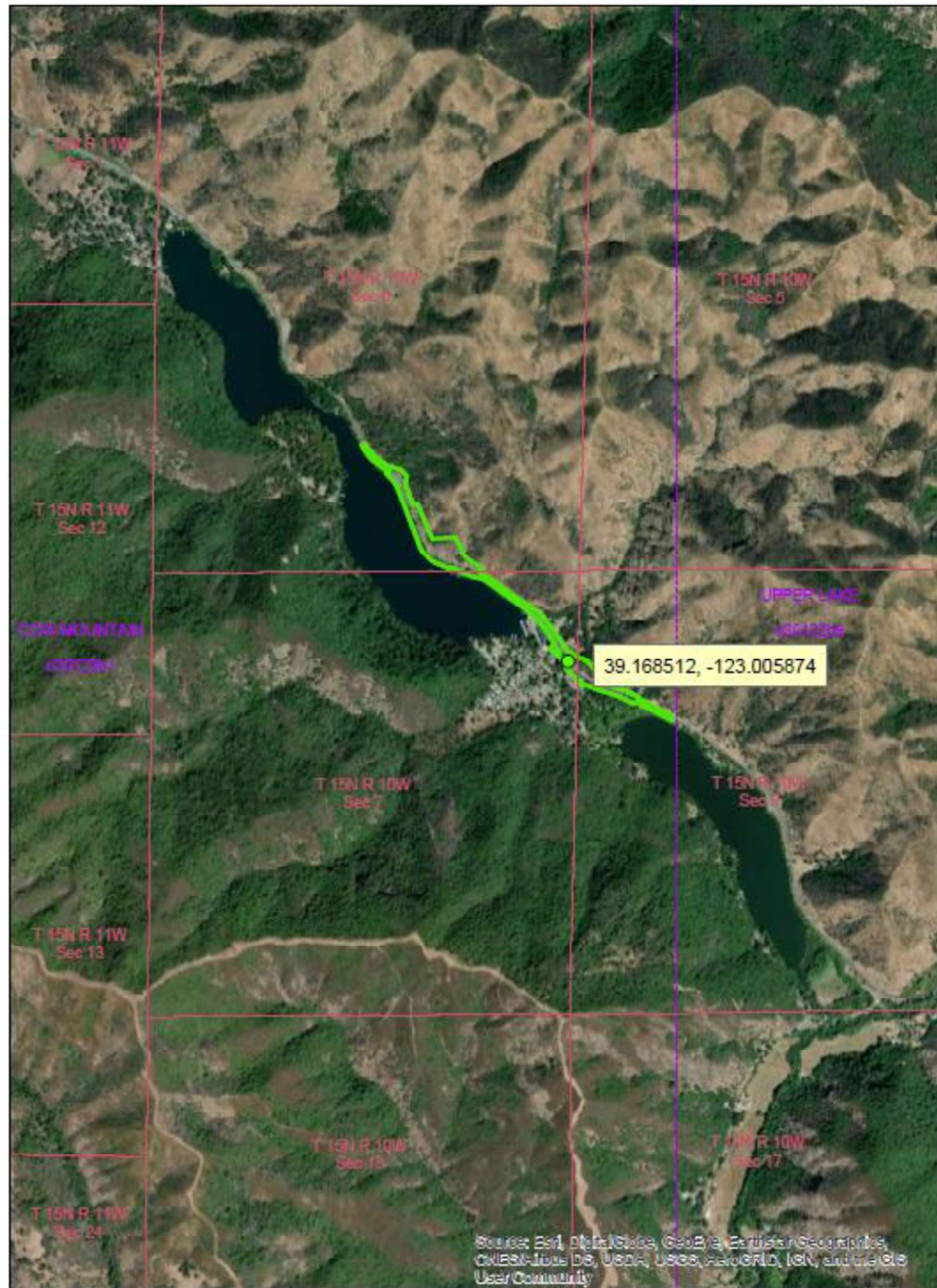
CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A: Project Location

Section, Township, Range, Quad Map



0 1,000 2,000 4,000
Feet



Exhibit B: Project Plans

DESIGN DESIGNATION				
ADT (2022)	10,700	D		65%
ADT (2042)	15,100	T		6%
DHV	1,090	V		60 mph
ESAL	3,700,000	T ₂₀		10.5
PAVEMENT		CLIMATE REGION: LOW MOUNTAIN		

ABBREVIATIONS	
GPI	- GEOSYNTHETIC PAVEMENT
RS	- RUMBLE STRIP
TE	- TAPERED EDGE
OS	- OBLITERATED SURFACING
RA	- REMOVE AC PAVEMENT
HMA-A	- HOT MIX ASPHALT (TYPE A)
PCC	- PLAIN CEMENT CONCRETE
CTB	- CEMENT TREATED BASE

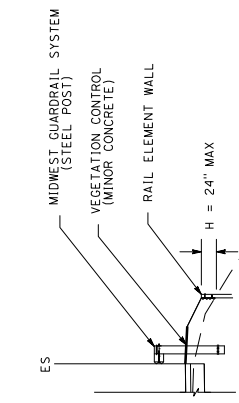
Dist*	COUNTY	ROUTE	TOTAL MILES POST PROJECT	SHEET TOTAL NO. SHEETS
01	Lok	20	2,072.8	1 3

REGISTERED CIVIL ENGINEER DATE _____

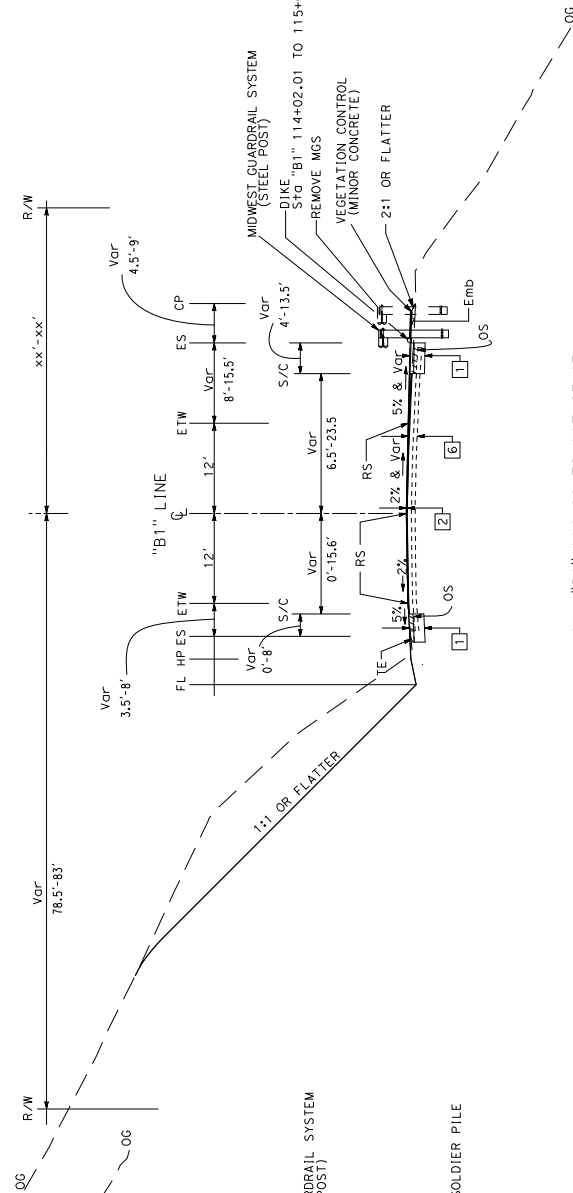
PLANS APPROVAL DATE _____

PROFESSIONAL ENGINEER
REGISTERED
TAPIN W. CHECH
No. 81960
Exp. 03-31-32
CIVIL
STATE OF CALIF.

THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.



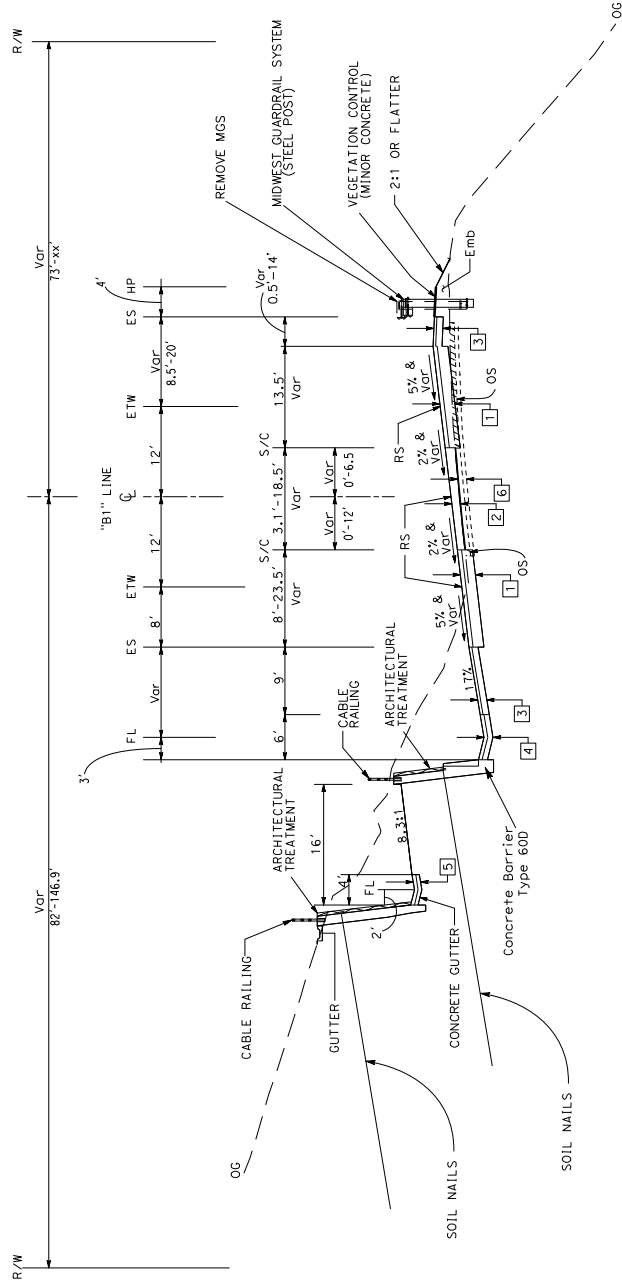
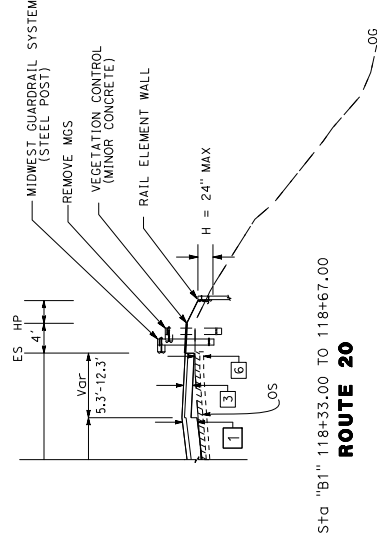
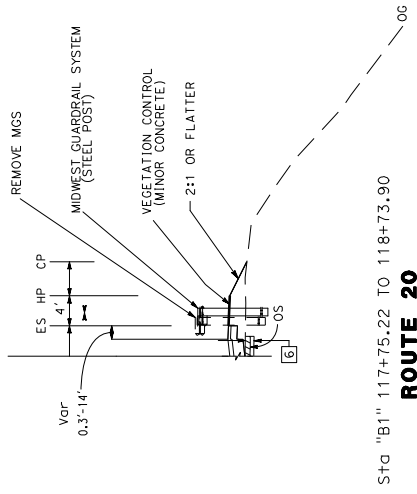
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Stad	"B1"	117+36.04	TO	117+75.22
Stad	"B1"	121+70.00	TO	122+50.00



Sta "B1" 114+00 TO 117+83.43
ROUTE 20

ROUTE 20

TYPICAL CROSS SECTIONS
NO SCALE
X-1



TYPICAL CROSS SECTIONS
NO SCALE
X-2

PROJECT NUMBER & PHASE	01180001170
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BORDER LAST REVISED 7/2/2010

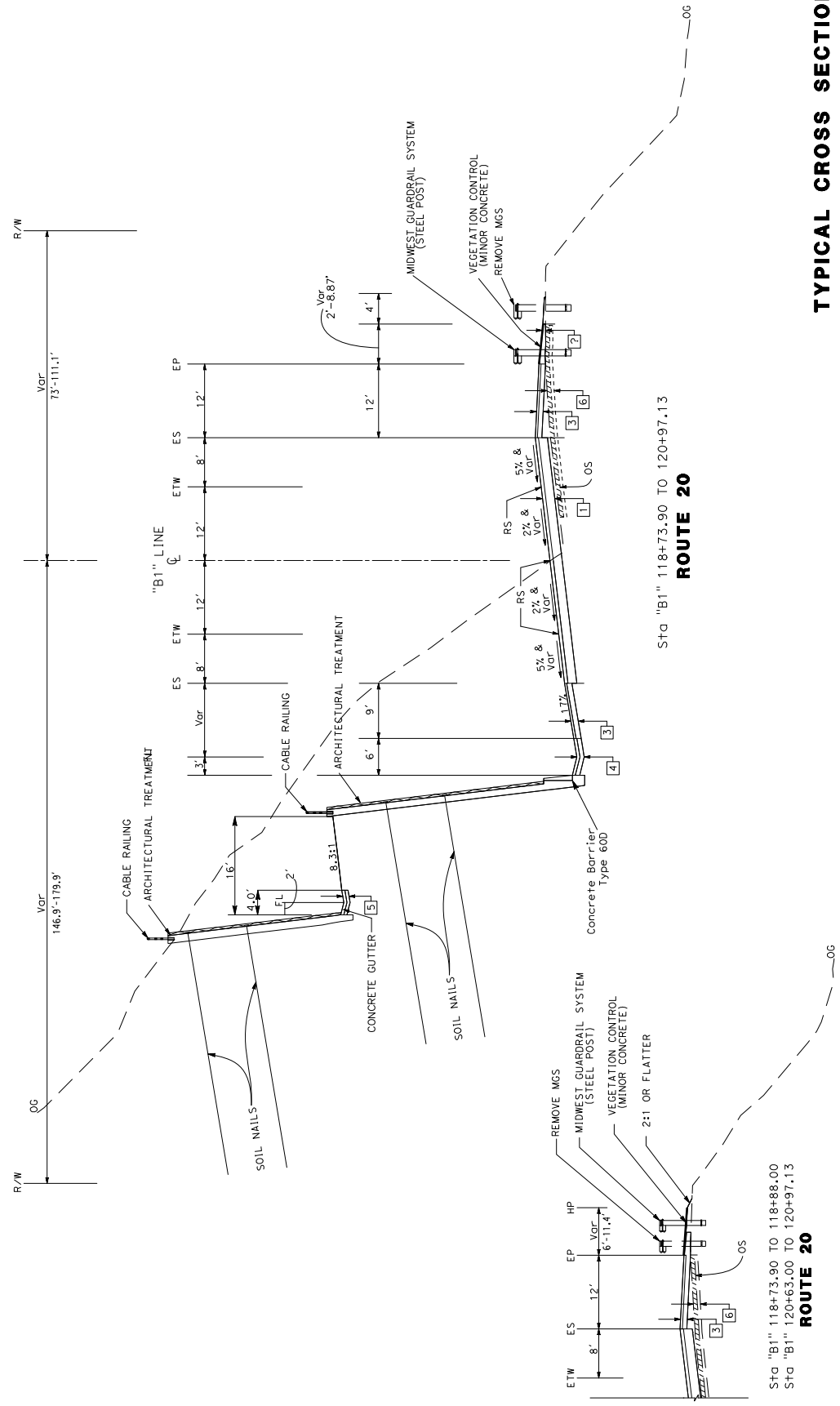
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	CHECKED BY	TARIO CHECHI	DATE REVISED	
	STEVEN P. HERYFORD	DESIGNED BY	OUYEN NGUYEN	REVISD BY	
CALTRANS - 03-DIVISION OF ENGINEERING					

BORDER LAST REVISED 7/2/2010

USERNAME => RIER
DGN FILE => REQUEST

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Sta "B1" 120+63.00 TO 120+97.13

ROUTE 20



Sta "B1" 118+73.90 TO 120+97.13

ROUTE 20

TYPICAL CROSS SECTIONS
NO SCALE
X-3

PROJECT NUMBER & PHASE

UNIT 0000

RELATIVE BORDER SCALE
15 IN INCHES

0 1 2 3

01180001170

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
01	Lok	20	2.0/2.8	1 3

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

TARIO W. CHECHI
No. 81960
Exp. 03-31-22
CIVIL
STATE OF CALIFORNIA

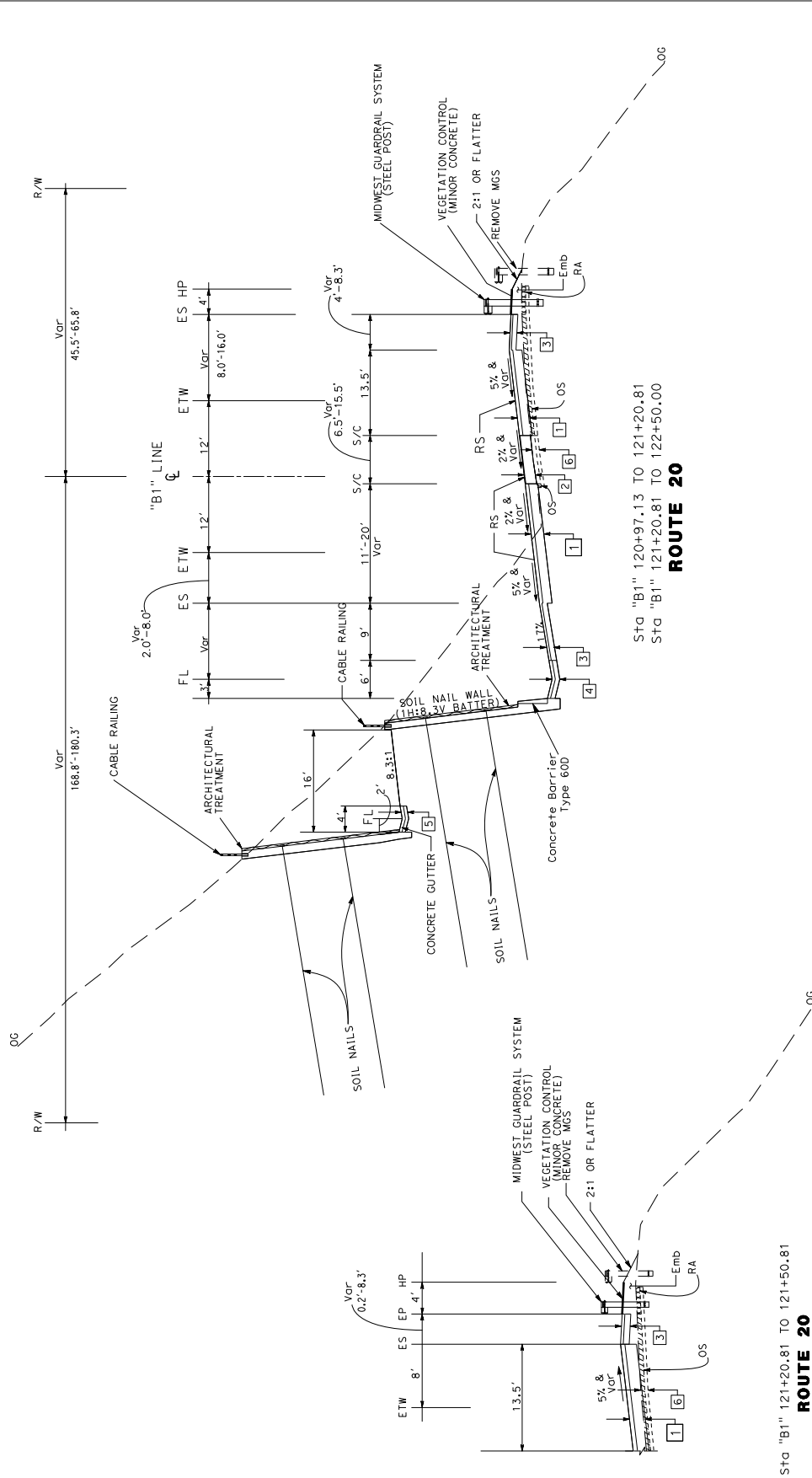
THE STATE OF CALIFORNIA OR ITS OFFICERS
DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY
COPIES OF THIS PLAN SHEET.

DIST.	COUNTY	ROUTE	POST MILES TOTAL	SHEET NO.	TOTAL SHEETS
01	Lok	20	2.0/2.8	1	3

REGISTERED CIVIL ENGINEER DATE _____

PLANS APPROVAL DATE _____

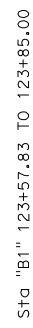
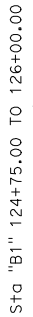
THE STATE OF CALIFORNIA ON ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.



TYPICAL CROSS SECTIONS
NO SCALE
X-4

BORDER LAST REVISED 7/2/2010	USERNAME ==> USER DON FILE ==> REQUEST	RELATIVE BORDER SCALE DON FILE IN INCHES	UNIT 0000	PROJECT NUMBER & PHASE 01180001170
		0 1 2 3		

ROUTE 20



Dist*	COUNTY	ROUTE	TOTAL MILES POST TOTAL PROJECT	SHEET TOTAL NO. SHEETS
01	Lok	20	2,072.8	1 3

REGISTERED CIVIL ENGINEER DATE _____

PLANS APPROVAL DATE _____

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REGISTERED CIVIL ENGINEER DATE _____

PLANS APPROVAL DATE _____

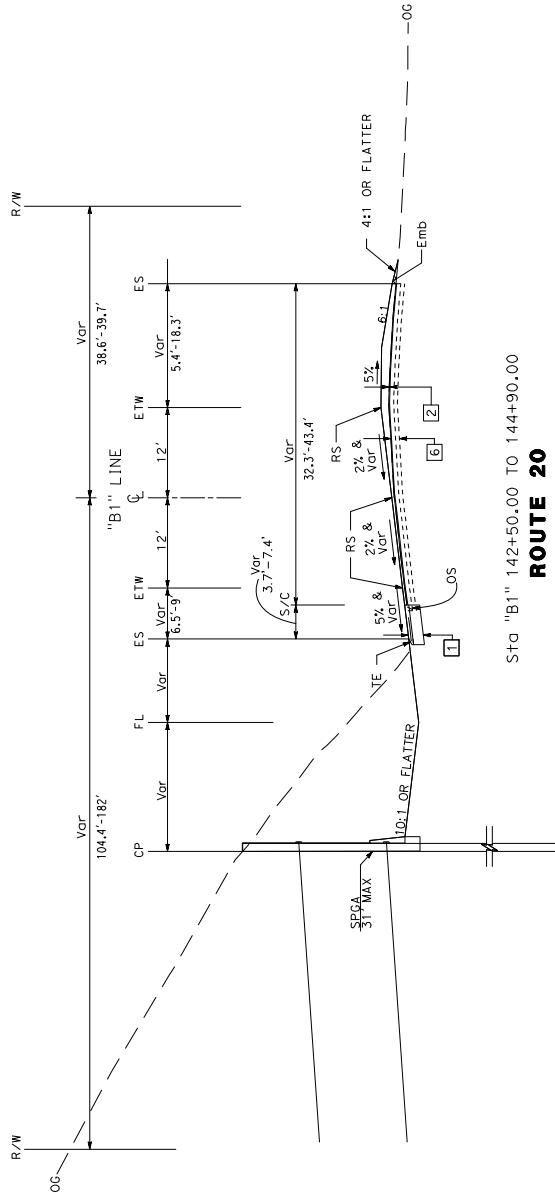
*THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.*

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO. TOTAL SHEETS
01	Lok	20	2.0/2.8	1 3

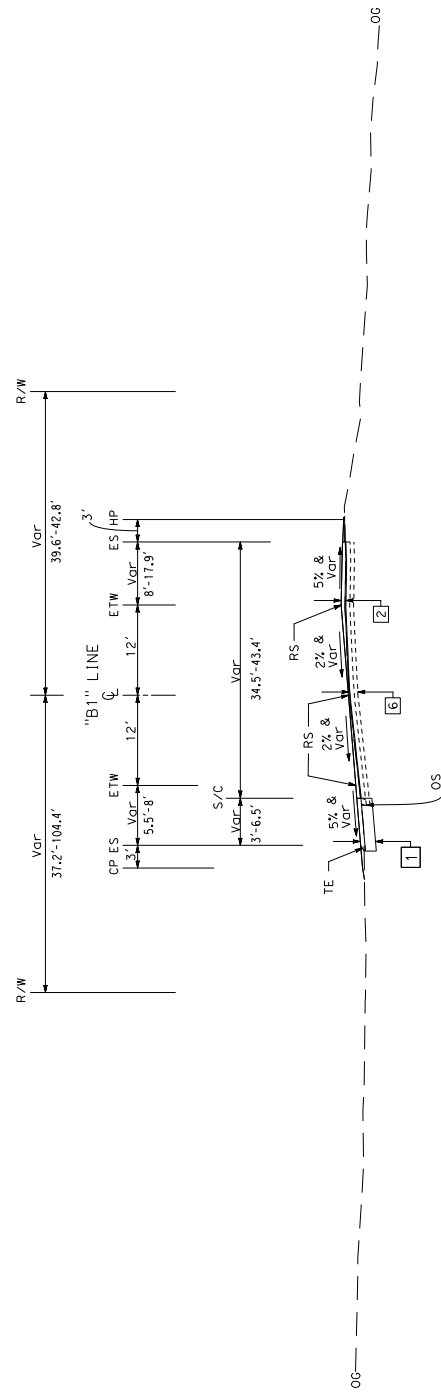
REGISTERED CIVIL ENGINEER DATE _____

PLANS APPROVAL DATE _____

THE STATE OF CALIFORNIA BY ITS OFFICERS
 NO AGENTS SHALL BE RESPONSIBLE FOR
 THE CONTENTS OF THIS PLAN SHEET. COPIES OF THIS PLAN SHEET
 MUST BE FILED WITH THE STATE ARCHIVES.

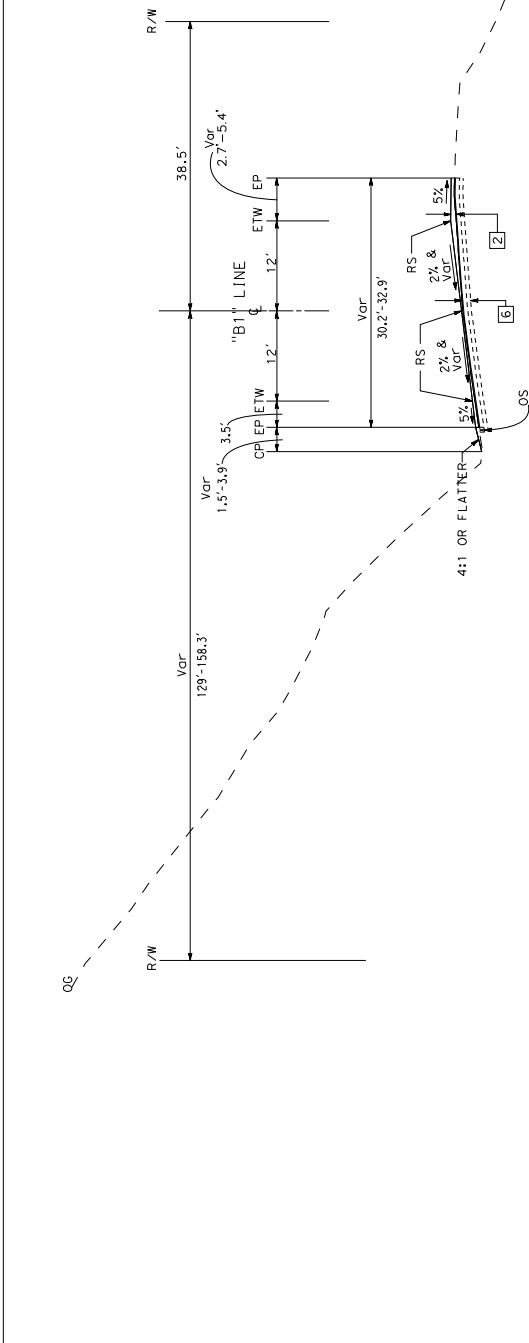


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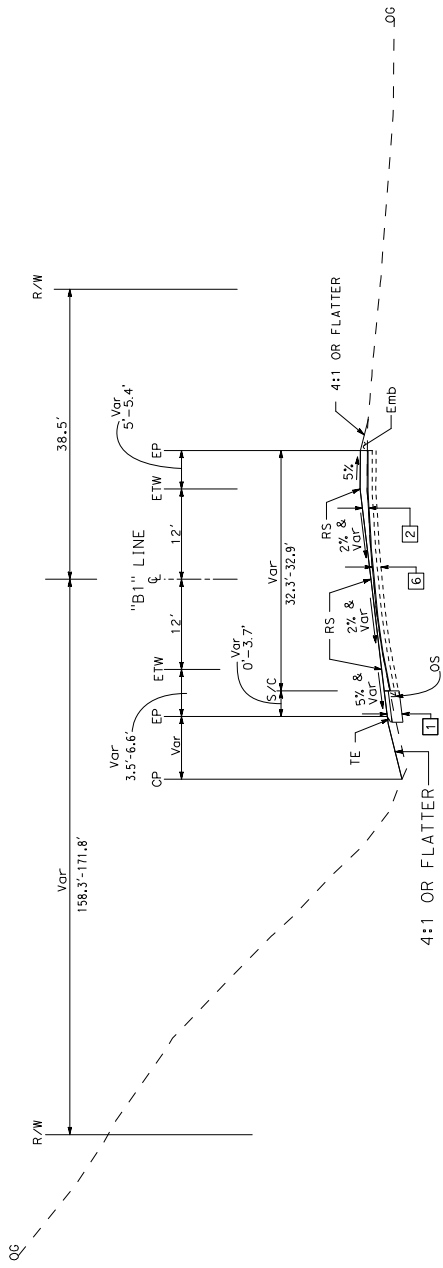


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ROUTE 20

TYPICAL CROSS SECTIONS
NO SCALE
X-6



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ROUTE 20



Sta "B1" 144+90.00 TO 145+42.25
ROUTE 20

TYPICAL CROSS SECTIONS
NO SCALE
X-7

Dist	COUNTY	ROUTE	POST MILES	SHEET TOTAL
01	Lok	20	2.0/2.8	1 3

REGISTERED CIVIL ENGINEER

DATE

PLANS APPROVAL DATE

TARIO W. CHECHI

No. 81960

Exp. 03-31-22

CIVIL

STATE OF CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER

THE STATE OF CALIFORNIA OR ITS OFFICERS

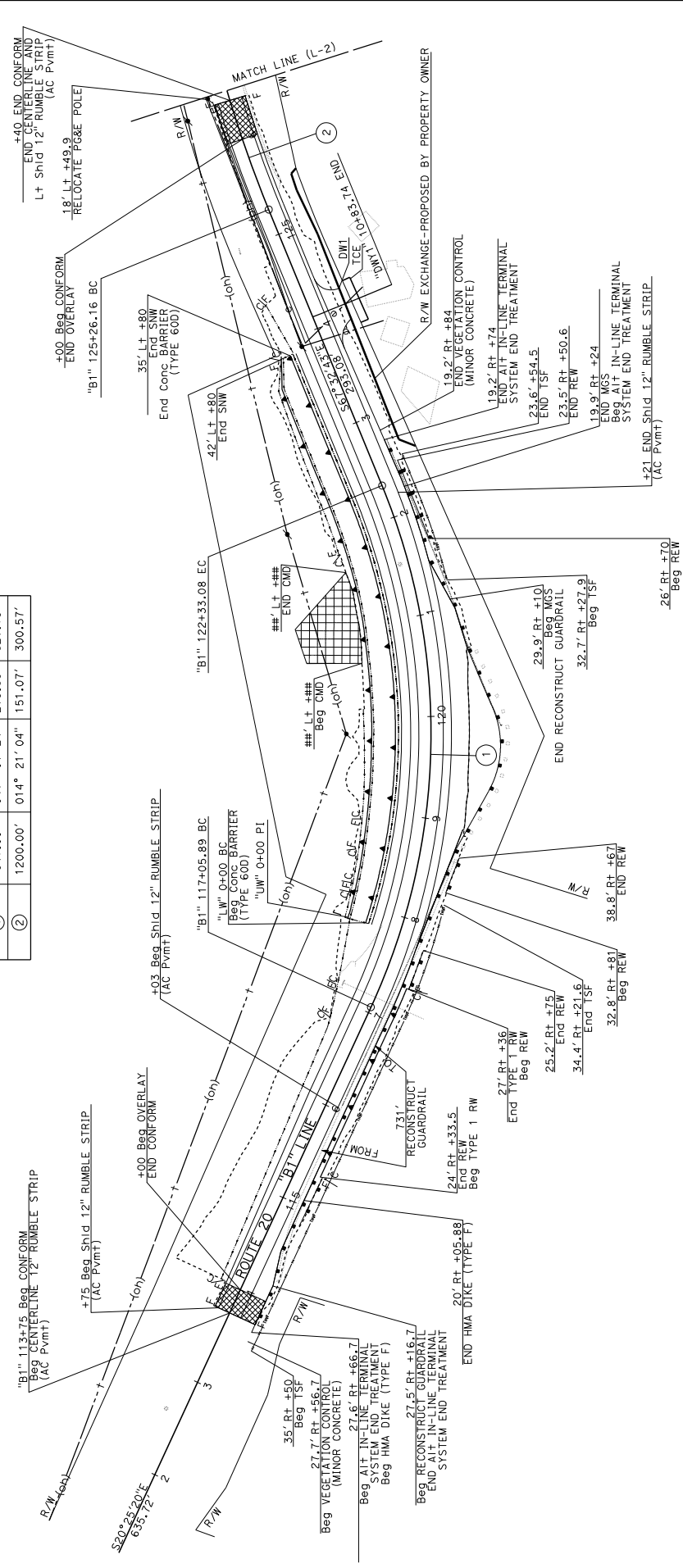
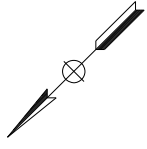
DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY

COPIES OF THIS PLAN SHEET.

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE

CURVE DATA				
Curve #	R	Δ	T	L
①	641.00'	047° 07' 24"	279.53'	527.19'
②	1200.00'	014° 21' 04"	151.07'	300.57'



ABBREVIATIONS:

SNW - SOIL NAIL WALL
REW - RAIL ELEMENT WALL
CMD - CABLE MESH DRAPERY
TSF - TEMPORARY SILT FENCE

LOCATION 1 LAYOUT

SCALE: 1" = 50'

**LOCATION 2
LAYOUT**
SCALE: 1" = 50'

SCALE: 1" = 50'

RED 7/2/2010	USERNAME => 6119538 DGN FILE => 0118000117ec03.dgn	RELATIVE BORDER SCALE IS IN INCHES	0 1 2 3	UNIT 0307	PROJECT NUMBER & PHASE	01180001170
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RELATIVE BORDER SCALE
IS IN INCHES

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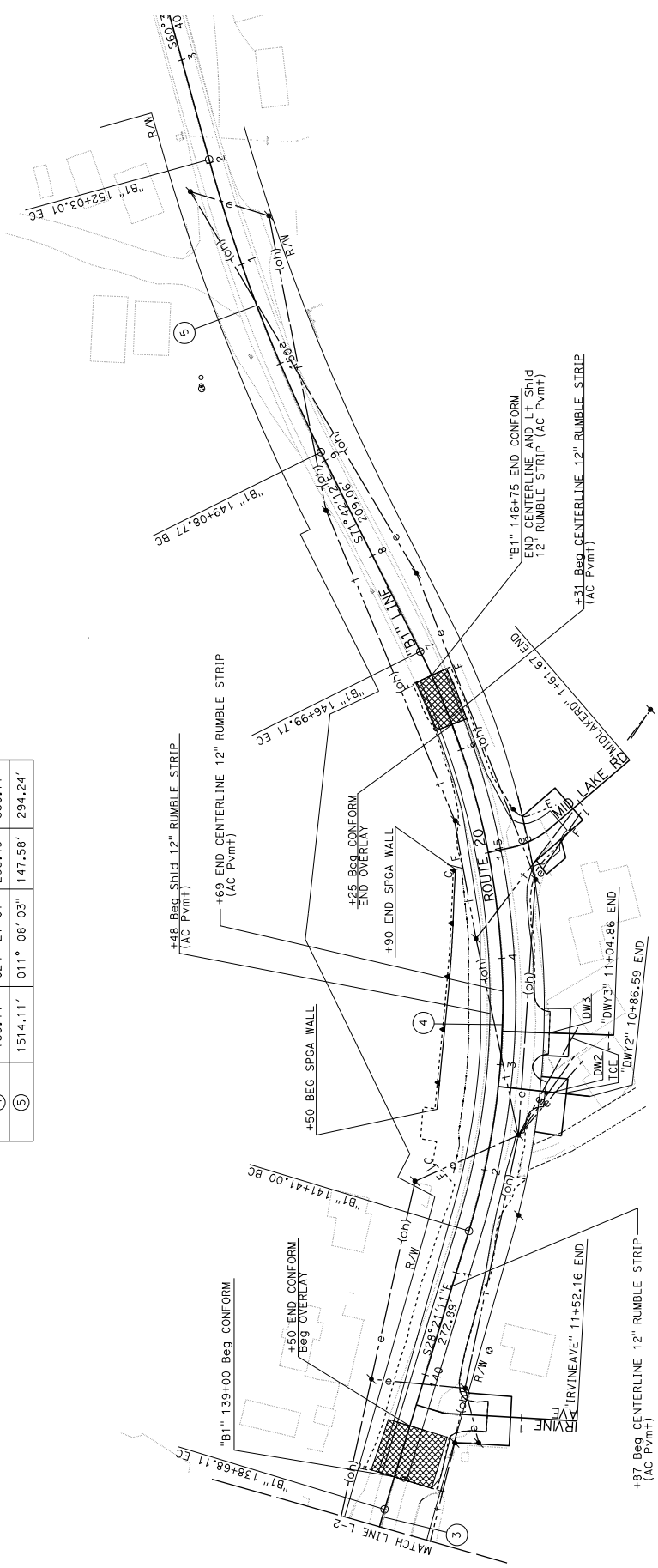
BORDER LAST REVISED 7/2/2010

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION		FUNCTIONAL SUPERVISOR	CALCULATED BY	TARIO CECCHI	REVISOR BY			
CD-Plans - 03-DIVISION OF ENGINEERING		STEVEN P. HERFORD	CHECKED BY	SEE LEE	DATE REVISED			

NOTE: FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE

[illegible]

CURVE DATA				
Curve #	R	Δ	T	L
③	1060.13'	024° 50' 28"	233.48'	459.63'
④	738.44'	024° 21' 01"	293.49'	558.71'
⑤	1514.11'	011° 08' 03"	147.58'	294.24'



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION	FUNCTIONAL SUPERVISOR	STEVEN P. HENRYFORD		CHECKED BY	ZESHAN JOBAL	DATE REVISED	
		DESIGNED BY		OUYEN NGUYEN	REVISD BY		

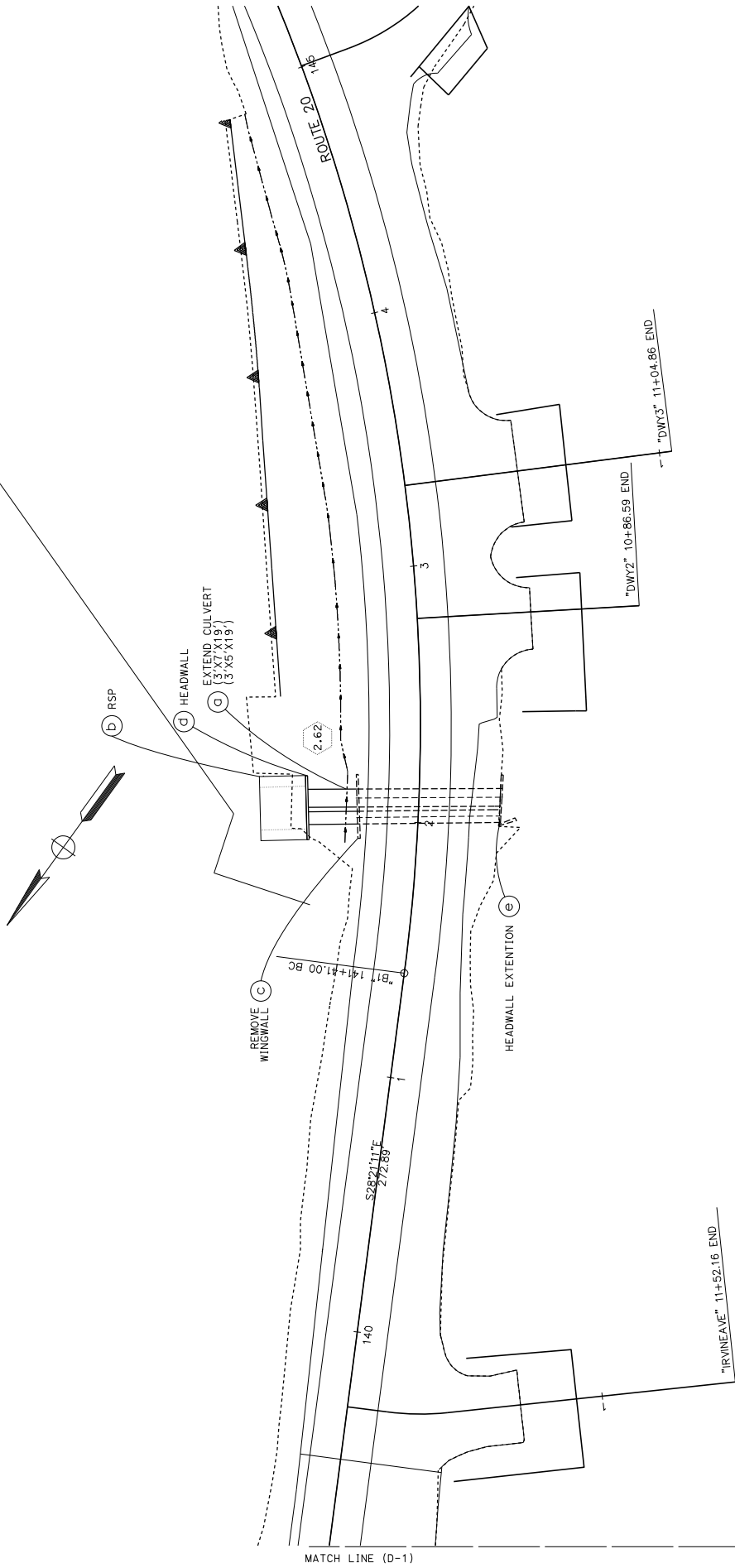
NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
01	Los	20	2.0/2.8	

REGISTERED CIVIL ENGINEER	DATE
TARO M. CHECHI	
No. 81560	
Exp. 03-31-22	

PLANS APPROVAL DATE

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COPIES OF THIS PLAN SHEET.



Drainage Plan Scale: 1" = 20'

D-2

APPROVED FOR DRAINAGE WORK ONLY

PROJECT NUMBER & PHASE

UNIT 0307

RELATIVE BORDER SCALE
15 IN INCHES

USERNAME => s148141
DON FILE => 16002.dgn

BORDER LAST REVISED 7/2/2010

01200000021

10-21-19
DATE PLOTTED => 14-APR-2021
TIME PLOTTED => 11:41



SCALE: 1" = 10' Horiz
1" = 10' Vert

DP-2

PROJECT NUMBER & PHASE	01200000021
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UNIT 0307

APPROVED FOR DRAINAGE WORK ONLY

RELATIVE BORDER SCALE
IS IN INCHES

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BORDER LAST REVISED 7/2/2010

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans 03-DIVISION OF ENGINEERING

FUNCTIONAL SUPERVISOR

CHECKED BY	
DESIGNED BY	
CALCULATED BY	

SHAN IOBAL
Q. M. CHECHI

DATE REVISSED	
REVISSED BY	

Dist#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS
01	LOK	20		

PLANS APPROVAL DATE _____

REGISTERED CIVIL ENGINEER _____ DATE _____

PROFESSIONAL ENGINEER
Tahir W. CHECHI
No. 81960
DATE 03-21-22
REGISTERED
STATE OF CALIFORNIA
CIVIL ENGINEERING

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LOSS OF OR DAMAGE TO OR DESTRUCTION OF SLIPPED
COPIES OF THIS PLAN SHEET.

Exhibit C: Project Impacts

Impacts Map Drainage System 3



Legend

- Impacted Stream
- ESL
- Waters of the State

Impacts to bed, bank, and channel:
 Permanent: 516 sq ft
 Temporary: 0 sq ft
 Impacts to Riparian Habitat:
 Permanent: 0 sq ft
 Temporary: 0 sq ft

Amount fill in Corps jurisdiction:
 Permanent: 36.2 cubic yards
 Temporary: 0 cubic yards
 Area fill in Corps jurisdiction:
 Permanent: 0.01 acre
 Temporary: 0 acre

LAK 20 PM 2.62
 Map created 1/20/2021 by William Ragan

0 50 100 200
 Feet



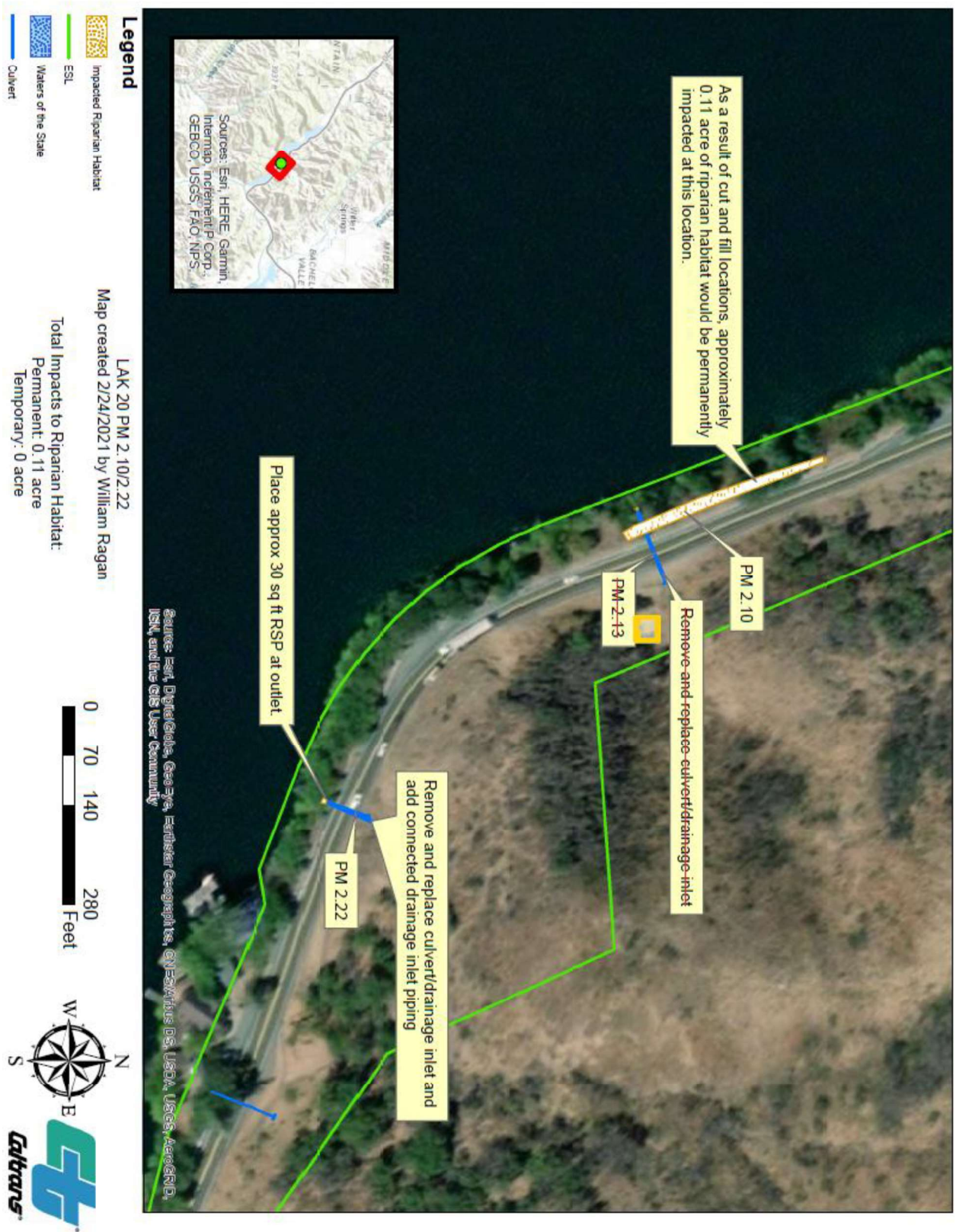


Exhibit A-2

CDFW Permit No. Amendment #1 of 1600-2020-0055-R2, dated August 29, 2023. For EA No. 01-0G330.

CDFW Permit No. 1600-2020-0055-R2, dated June 9, 2020.



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



8/29/2023

Kenneth Russo
California Department of Transportation
703 B Street
Marysville, CA 95901
kenneth.russo@dot.ca.gov

Dear Kenneth Russo:

**Amendment #1 of Streambed Alteration Agreement
Notification No. 1600-2020-0055-R2
Unnamed Tributaries of Scott's Creek; 01-0G330 Lake County Highway 20
Shoulder Project**

The California Department of Fish and Wildlife (CDFW) has amended Streambed Alteration Agreement 1600-2020-0055-R2 (Agreement). This Agreement amendment includes adding another compensatory mitigation option.

CDFW hereby agrees to amend the Section 3 Compensatory Measures, with deletions in ~~strike through~~ and additions in **bold**:

“3.4 Alternative Mitigation for Loss of Habitat. If Permittee cannot comply with Measures 3.2 or 3.3 above, Permittee shall submit to CDFW for review and approval a Mitigation Plan that identifies how the permanent impacts to 0.65 acre of stream and riparian habitats will be mitigated. Mitigation shall either be an off-site restoration, or another mechanism approved by CDFW.”

All other conditions in the Agreement remain in effect unless otherwise noted herein.

By signing this letter, you acknowledge the amendment and the additional measure listed above. Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a CDFW representative or agency with inspection authority.

Before CDFW may amend an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW, will file a Notice of Determination (NOD) upon receiving your acknowledgement. CDFW will file the NOD as a responsible agency based on information contained in the final Mitigated Negative

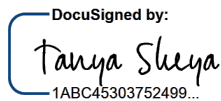
California Department of Transportation
Notification No. 1600-2020-0055-R2-A1
Page 2 of 2

Declaration prepared by the lead agency. CDFW has considered the issuance of the amendment and has concluded that it is not expected to cause any new significant or substantially more severe effects compared to CDFW's original execution of the Agreement.¹

Under CEQA, the filing of an NOD triggers a 30-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 Harvey Tran, Senior Environmental Scientist (Specialist) at (916) 358-4035 or by email at harvey.tran@wildlife.ca.gov.

Sincerely,

DocuSigned by:

1ABC45303752499...

Tanya Sheya
Environmental Program Manager

ec: Harvey Tran, Senior Environmental Scientist (Specialist)
harvey.tran@wildlife.ca.gov

Sydney Eto, Associate Environmental Planner – NS
Sydney.Eto@dot.ca.gov

Hannah Clark, Environmental Scientist
Hannah.Clark@dot.ca.gov

ACKNOWLEDGEMENT

I hereby agree to the above-referenced amendment.

Signature:  Date: 8/29/2023
Kenneth Russo

¹ Section 21166 of the Public Resources Code section and Section 15164 of the CEQA Guidelines

Exhibit A-2

CDFW Permit No. 1600-2020-0055-R2, dated June 9, 2020.



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



6/9/2020

Date

Cathy McKeon
California Department of Transportation
District 3
703 B Street,
Marysville, CA 95901
cathy.mckeon@dot.ca.gov

Dear Ms. McKeon:

**Final Lake or Streambed Alteration Agreement
Notification No. 1600-2020-0055-R2
Unnamed Tributaries of Scott's Creek; Lake County State Route 20 Shoulder
Widening**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Lake County State Route 20 Shoulder Widening Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Initial Study with Mitigated Negative Declaration prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-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 Harvey Tran, Environmental Scientist at (916) 358-4035 or by email at harvey.tran@Wildlife.ca.gov.

Sincerely,

DocuSigned by:
A handwritten signature in blue ink that reads "Jeff Drongesen".
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Jeff Drongesen
Environmental Program Manager

ec: Harvey Tran, Environmental Scientist
harvey.tran@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. 1600-2020-0055-R2
UNNAMED TRIBUTARIES OF SCOTT'S CREEK

CALIFORNIA DEPARTMENT OF TRANSPORTATION
DISTRICT 3
CATHY McKEON
703 B STREET,
MARYSVILLE, CA 95901
LAKE COUNTY STATE ROUTE 20 SHOULDER WIDENING PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and California Department of Transportation (Permittee) as represented by Cathy Ann McKeon.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on February 19, 2020 that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The Project is located at post miles 5.42, 5.52, 5.54, and 5.35 of State Route (SR) 20, with unnamed tributaries to Scott's Creek, in the County of Lake, State of California; Assessor's Parcel Number 00302907 (**Exhibit A**). The Table 1 below shows the latitudes and longitudes of the four individual Projects.

Table 1. Project Locations

Drainage System	Postmile	Latitude, Longitude (Decimal Degrees Datum NAD83)	
		Latitude	Longitude
DS #6	5.42	39.164901	-122.966113
DS #7A and DS #7B	5.52	39.165986	-122.964219
DS #8/9	5.54	39.165986	-122.964219
DS #5	5.35	39.164706	-122.967384

PROJECT DESCRIPTION

The Project is limited to the replacement and extension of three corrugated metal pipe culverts (Drainage Systems #5, #6, and #7), the replacement, realignment, and extension of a concrete box culvert (Drainage System #8/9), and the associated work related to widening SR 20, performing a curve realignment, and installing turn lanes for Witter Springs Rd. All culverts will be replaced with the same material.

At Drainage System (DS) #5 and 6, the culverts will be replaced with wider and longer culverts and the existing headwall will be removed. Rock slope protection (RSP) with fabric and a new flared end section (FES) will be added to the inlet and/or outlet. The construction work at DS #7 will be similar to DS #5 and #6, except the existing headwall be replaced and the culvert outlet will connect to the DS #8/9 outlet. At DS #8/9, the existing concrete box culvert will be removed and the new longer precast concrete box culvert will be installed at a different alignment than the existing one. The associated concrete wingwalls will be replaced and the new outlet will connect to the DS #7 outlet. Additionally, RSP will be placed at both the inlet and outlet. **Exhibit B** shows the Project plans.

In-stream work of existing intermittent and ephemeral streams will be required for the installation of the above-mentioned activities at DS #6, #7, and #8/9, construction activity will occur while the existing drainages are dry. DS #5 will require work in the riparian area which can result in materials depositing into the nearby existing ephemeral stream. Concrete pouring will be done for the headwalls and wingwalls. Riparian vegetation clearing will also be required to allow construction access and workspace at the culvert locations. This clearing includes tree trimming and removal. All work is planned to occur over one season of work when stream channels are dry.

A variety of earthmoving equipment such as excavators, loaders, pavers, skip loaders, dump trucks, and drum rollers will do most of the earthmoving work within the site. Cranes, pump trucks, water trucks, generators, concrete trucks, and other typical construction vehicles will be present. Access to the site/staging areas will occur within Caltrans right of way. The staging areas will be located off the road east of the Witter Springs Road/SR-20 intersection in the ruderal grassland areas on a flat terrace located

north and south of the highway (between Post Mile 5.61 and 5.8). These ruderal grassland areas are composed mostly of old road fill.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct mortality or injury to individual plants and animals caused by construction activities; impediment to migration of aquatic and terrestrial species during construction; introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from construction); loss of natural bed or bank; change in contour of bed, channel or bank; loss of bank stability during construction; increase of bank erosion during construction; disturbance from Project activity.

The Project will cause permanent impacts to 0.207 acre and temporarily disturb 0.018 acre, of areas consisting of bed, bank, and channel habitat within unnamed tributaries to Scott's Creek. Additionally, the Project will cause permanent impacts to 0.445 acre and temporarily disturb 0.254 acre of riparian habitat. A total of 31 riparian trees will either be trimmed or removed due to Project activities. Tree species include valley oaks (*Quercus lobata*), ash (*Fraxinus ssp.*), other oaks (*Quercus spp.*), and willow (*Salix spp.*). The shrub vegetation being removed includes Himalayan blackberry (*Rubus armeniacus*), California rose (*Rosa californica*), coyote brush (*Baccharis pilularis*), and poison oak (*Toxicodendron diversilobum*).

Exhibit C shows the Project impact maps.

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 this Agreement, any extensions and amendments to this 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 CDFW 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 this Agreement and any extensions and amendments to this 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 CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 **No Trespass.** To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 **Notification of Project Modification.** The Permittee agrees to notify CDFW of any modifications made to the Project plans submitted to CDFW.
- 1.7 **Change of Conditions and Need to Cease Operations.** If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.8 **Does Not Authorize "Take".** This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, 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, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.9 **CEQA Compliance.** Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (SCH No. 2019012044), and all associated documents adopted by the California Department of Transportation as lead agency for the Project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from Project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the Project commences.

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 **On-site Biologist with Stop Work Authorization.** Permittee shall have a Qualified Biologist on site during Project activities, as appropriate, to ensure avoidance and minimization measures are implemented. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site. The biologist, in consultation with the

Project Engineer, shall be authorized to stop construction if necessary, to protect fish and wildlife resources.

- 2.2 **Designated Representative.** Before initiating ground-disturbing Project activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing five days prior to commencement of Project activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.
- 2.3 **Work Period.** Project activities within the bed, bank and channel covered under this Agreement shall be confined to the period between June 15 – October 15 of the same calendar year during the term of this Agreement. *Revegetation, restoration and erosion control work is not confined to this time period.*
- 2.4 **Work Period Modification.** If the Permittee needs more time to complete the Project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the Project, or if unavailable, through contact with the Regional office (see Contact Information). The Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) calendar days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.
- 2.5 **Work Period in Dry Weather Only.** The work period within the unnamed tributaries of Scott's Creek shall be restricted to periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. *All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.*
- 2.6 **Vegetation Removal.** Disturbance or removal of vegetation shall be kept to the minimum necessary to complete Project related activities. Except for tree removal already described in the Project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native

trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree.

2.6.1 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the Project description.

2.7 Rock Slope Protection. The Permittee shall ensure the RSP and energy dissipater materials consist of clean rock, be appropriately sized, and properly installed so it suitable for the application and will resist washout. RSP shall be limited to protection of culvert inlets and outlets.

Biological Resources

2.8 Leave Wildlife Unharmd. If any wildlife is encountered during the course of Project-related activities, said wildlife shall be allowed to leave the construction area unharmed.

2.9 Special-Status Species encountered during work. If the Permittee encounters any special-status species during Project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during Project activities, the Permittee encounters any species listed pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

2.10 Preconstruction Survey. No more than seven days prior to initiation of a Project, a Designated Biologist shall conduct a pre-construction survey to identify special-status species and associated habitats. Surveys shall be conducted within the Project footprint, staging areas and access routes. If required, species habitat and/or buffers shall be marked in the field by a Designated Biologist using temporary fencing, high-visibility flagging, or other means that are equally effective.

2.11 Plant Survey. A one-time pre-construction plant survey shall be performed during the appropriate blooming period for all special-status plant species with potential to occur that will be impacted within the Project site. If the survey results are negative, no further action by Permittee is needed. If the survey finds any special-status plant species present, the Permittee shall submit the results to CDFW and consult on the appropriate action.

2.12 Amphibian Survey Prior to Project Commencement. Prior to construction, the tributaries of Scott's Creek in the Project area shall be protocol-surveyed for listed and sensitive amphibians by a qualified biologist. The survey shall occur no more than seven days before commencement of construction. Upon detection of a listed or sensitive species, operations shall cease until CDFW is notified and appropriate protection measures are agreed upon by CDFW and Permittee.

- 2.13 Nesting Bird Survey. If Project-related activities are scheduled during the nesting season (typically February 1 to August 31), a focused survey for nests shall be conducted by a qualified biologist within 14 days prior to the beginning of Project-related activities. The qualified biologist shall survey the area within a minimum 500-foot radius around the Project area. If an active nest is found, the Permittee shall consult with CDFW regarding appropriate action to comply with the Fish and Game Code. The results of the survey shall be made available to CDFW upon request. If a lapse in Project-related work of 14 days or longer occurs, another focused survey, and if nests are found, consultation with CDFW will be required before Project work can be reinitiated.
- 2.14 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the Project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

Revegetation and Restoration

- 2.15 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the Project area, by seeding with a locally native grass mix, unless otherwise agreed upon with CDFW. Revegetation shall be completed as soon as possible after construction activities. Seeded areas shall be covered with broadcast straw and/or seeded erosion control blankets.
- 2.16 Native Plant Materials. Revegetation shall include only local plant materials native to the Project area, unless otherwise approved by CDFW in writing.
- 2.17 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.

Erosion Control/Stabilization

- 2.18 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during Project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best

management erosion control practices during Project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

2.18.1 Monitoring. BMPs shall be monitored and repaired daily, if necessary, to ensure maximum erosion and sediment control.

2.18.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of non-native 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. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.

2.18.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.19 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

Avoid/Minimize Effects of Equipment

2.20 Dry Work Area. No equipment shall be operated in wetted portions of the stream at any time. No Project activities shall be initiated if they cannot be completed before water enters the area.

2.21 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be

stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

- 2.22 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for Project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.23 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.
- 2.24 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 waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

Debris Materials and Waste

- 2.25 Concrete – Primary Containment. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering the channel outside of those structures.
- 2.26 General Concrete Condition. The entire area where cement shall be poured will be completely dry prior to any pouring. No contaminated water shall be allowed to enter the unnamed tributaries of Scott's Creek. Any water which enters the dry area shall be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to fish and other aquatic species, poured concrete shall be isolated from stream flow and allowed to dry/cure for a minimum of 15 days.
- 2.27 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris on the Project site.

- 2.28 Remove Temporary Flagging, Fencing, and Barriers.** Permittee shall remove all temporary flagging, fencing, and/or barriers from the Project area and vicinity immediately upon completion of Project activities.
- 2.29 Hazardous Materials.** Debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from Project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements.
- 2.30 Spill Containment.** All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate cleanup activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

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 Restoration of all Temporary Disturbed Areas.** Permittee shall recontour and revegetate temporarily disturbed areas (0.018 acre of areas consisting of bed, bank and channel and 0.254 acre of riparian habitat) to preconstruction conditions as soon as possible and within one year following disturbance. The hydroseed mix must be locally native and appropriate for use in riparian and riparian-upland transitional areas.
- 3.2 Mitigation for Permanent Loss of Habitat.** Permittee shall mitigate for the permanent loss of 0.207 acre of areas consisting of bed, bank and channel habitat with 0.621 acre of created or restored stream habitat at a 3:1 ratio. In addition, the Permittee shall mitigate for the permanent loss of 0.445 acre of riparian habitat with 1.335 acre of created or restored riparian habitat at a 3:1 ratio.
- 3.2.1 Restoration plans.** Thirty (30) days prior to the onset of on-site mitigation work, the Permittee shall provide to CDFW for review and approval a stream mitigation plan and/or riparian mitigation plan. Habitat creation or restoration must include the expansion of stream or riparian areas.
- 3.3 Purchase of Credits.** If on-site restoration is found to be infeasible due to site conditions, then with CDFW approval, the Permittee shall purchase mitigation credits as substitute. The Permittee shall mitigate for the permanent filling of 0.207

acre of the areas consisting of bed, bank and channel habitat by purchasing 0.621 credit of created or restored stream habitat at a CDFW-approved Mitigation Bank at a 3:1 ratio. The Permittee shall also mitigate for permanent removal of 0.445 acre of riparian habitat with 1.335 credits of created or restored riparian habitat at a CDFW-approved Mitigation Bank at a 3:1 ratio.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) working days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.2 Notification of Project Completion. Upon completion of the Project activities described in this Agreement, the Project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) days of Project completion. Photographs and Project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during Project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDB/submitting-data> within five (5) working days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.
- 4.4 Annual Monitoring Reports. After completion of the restoration activities, the area of restoration shall be monitored for a minimum of five (5) years or until CDFW determines the success criteria have been met. Each year for five years after restoration, a monitoring report shall be submitted to CDFW for review and approval. The reports shall discuss the mitigation performance as it relates to the success criteria. The stream report shall include documentation of any erosion issues and water flow patterns (waterlines, channel topography, algae, debris displacement, and water flow rate). The riparian report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The reports shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.

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Streambed Alteration Agreement
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CONTACT INFORMATION

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

To Permittee:

Cathy McKeon
California Department of Transportation
703 B Street
Marysville, CA 95901
Phone: (707) 498-7635
Email: cathy.mckeon@dot.ca.gov

Contact:

Sydney Eto
California Department of Transportation
703 B St., Marysville, CA 95901
Phone: (530) 741-4591
Email: sydney.eto@dot.ca.gov

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2020-0055-R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this Agreement authorizes.

This Agreement does not constitute CDFW'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

CDFW may suspend or revoke in its entirety this 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 this Agreement.

Before CDFW suspends or revokes this 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 CDFW suspends or revokes this 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 CDFW to issue the notice.

ENFORCEMENT

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

Nothing in this Agreement limits or otherwise affects CDFW'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 complying with, 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW'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 this 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 CDFW approves the transfer or assignment in writing.

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

EXTENSIONS

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

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

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

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TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- Exhibit A. Project Location
- Exhibit B. Project Plans
- Exhibit C. Project Impacts

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AUTHORITY

If the person signing this 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.

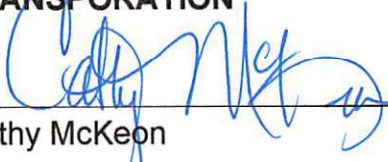
AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

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

FOR CALIFORNIA DEPARTMENT OF TRANSPORTATION



Cathy McKeon
Senior Transportation Engineer/Project Manager

6/5/20

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

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Jeff Drongesen
Environmental Program Manager

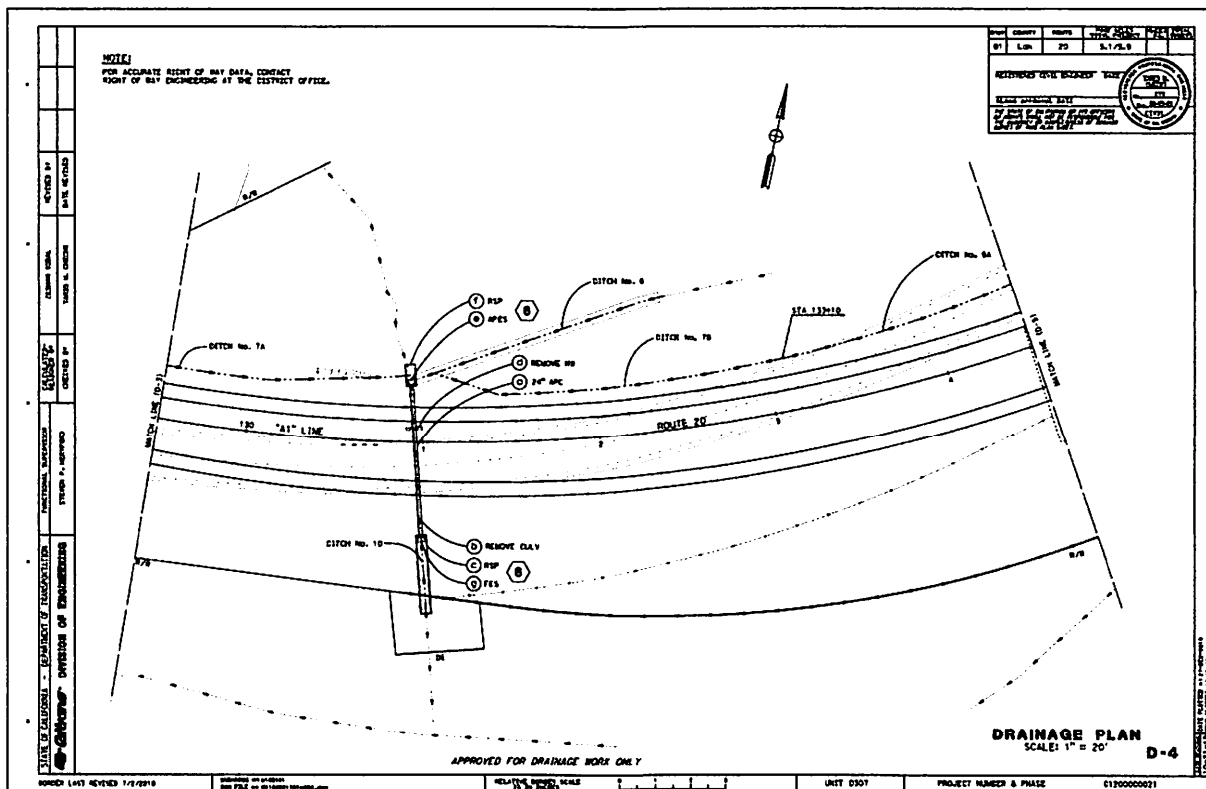
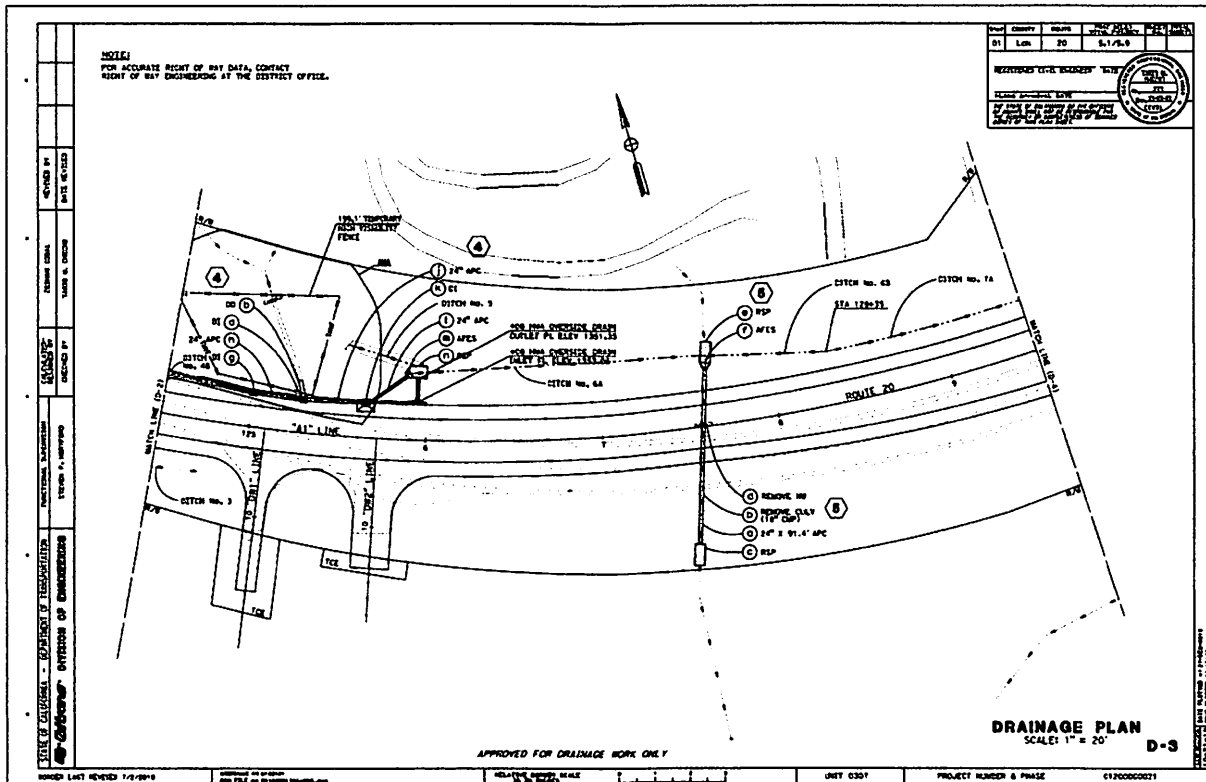
6/9/2020

Date

Prepared by: Harvey Tran
Environmental Scientist

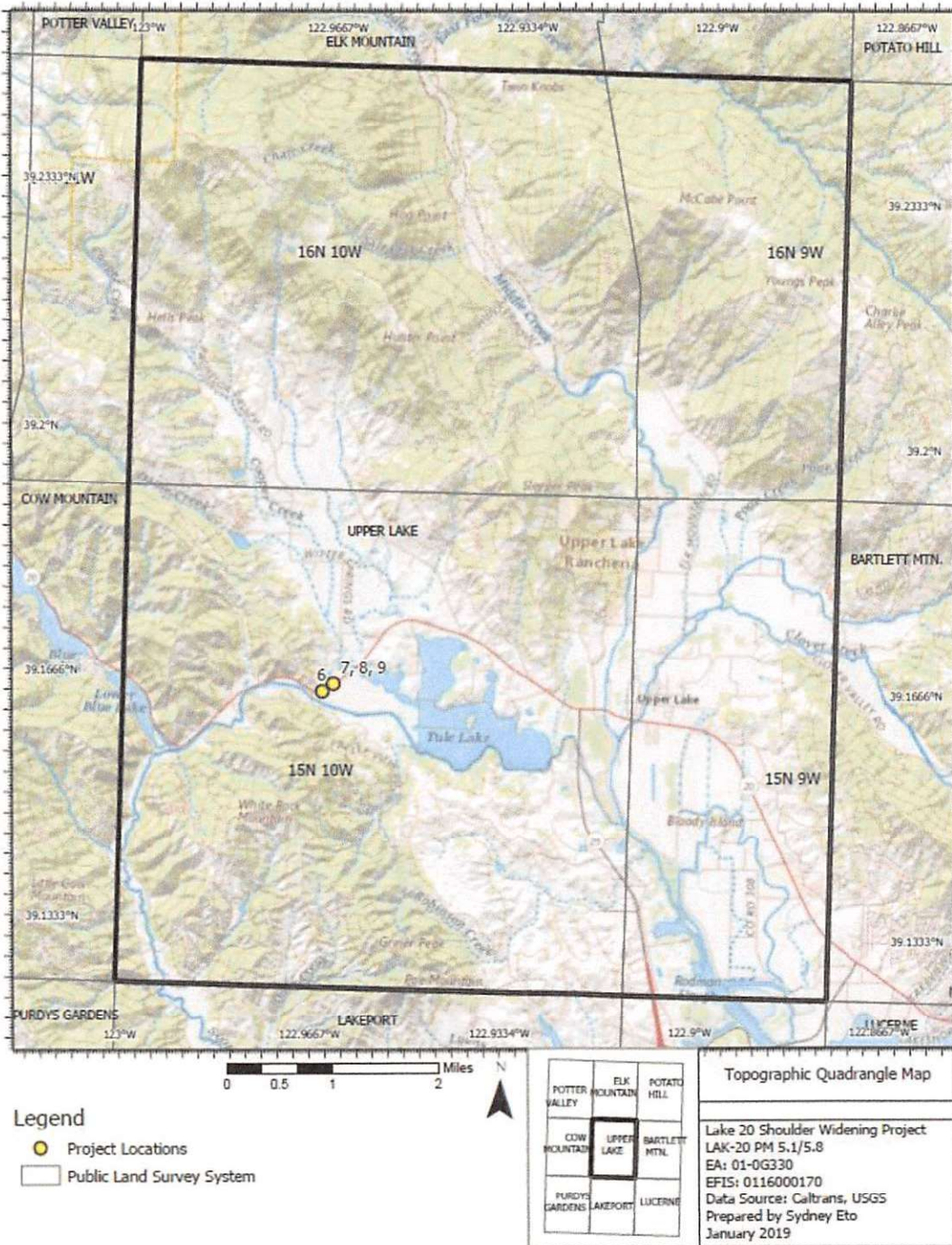
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Exhibit B: Project Plans



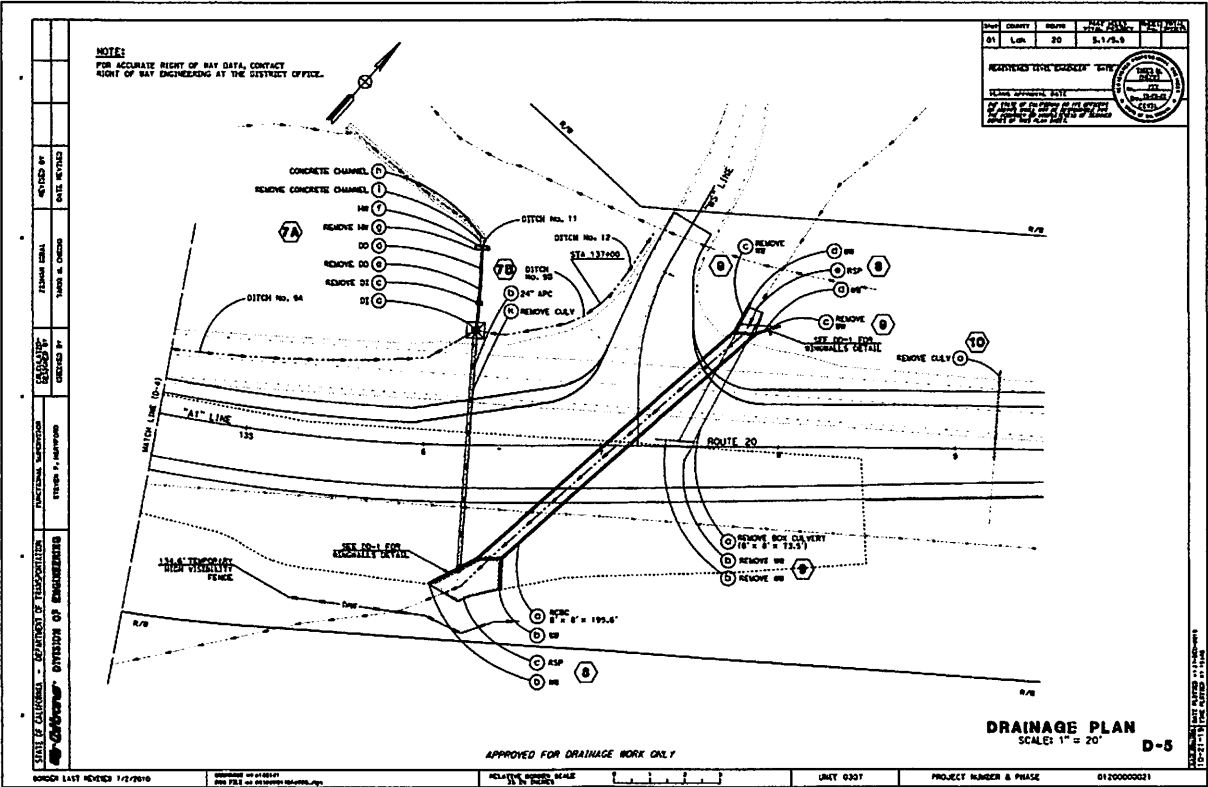
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Exhibit A: Project Location



_03 - 01-0G330 Topographic Map with PLSS.pdf

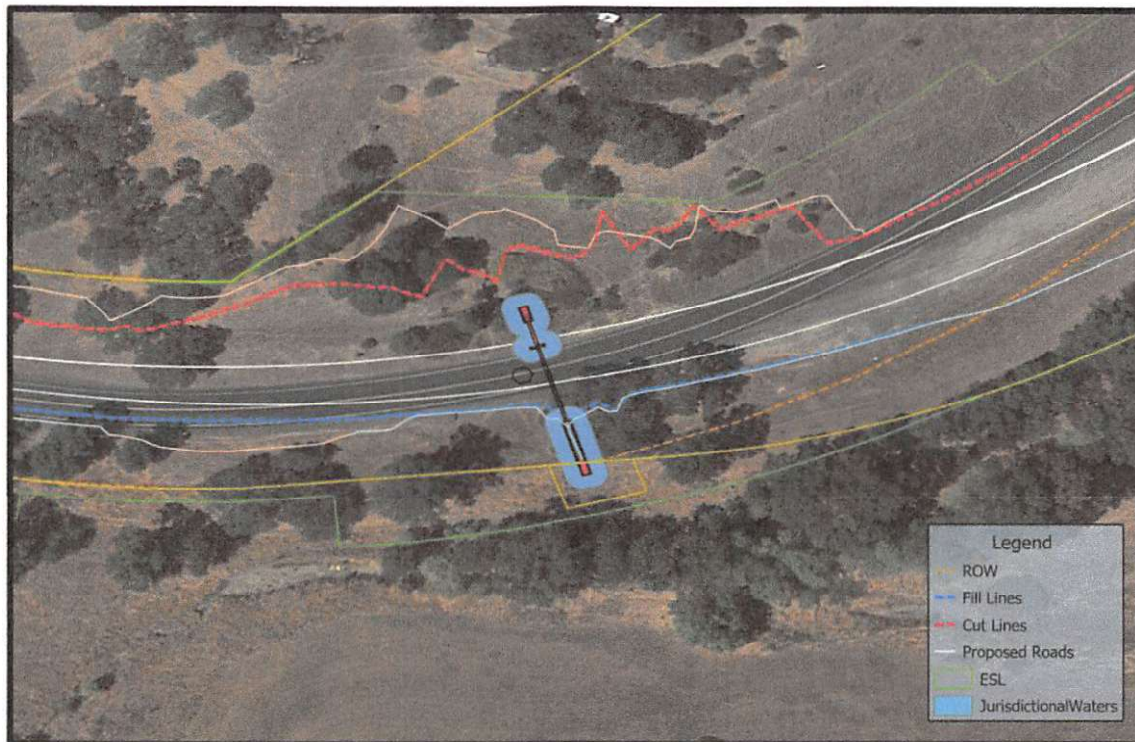
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_10 - 01-0G330 M300_plans12-27-19.pdf

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Project Impact Map - Drainage at LAK 20 PM 5.54



0 25 50 100 Feet



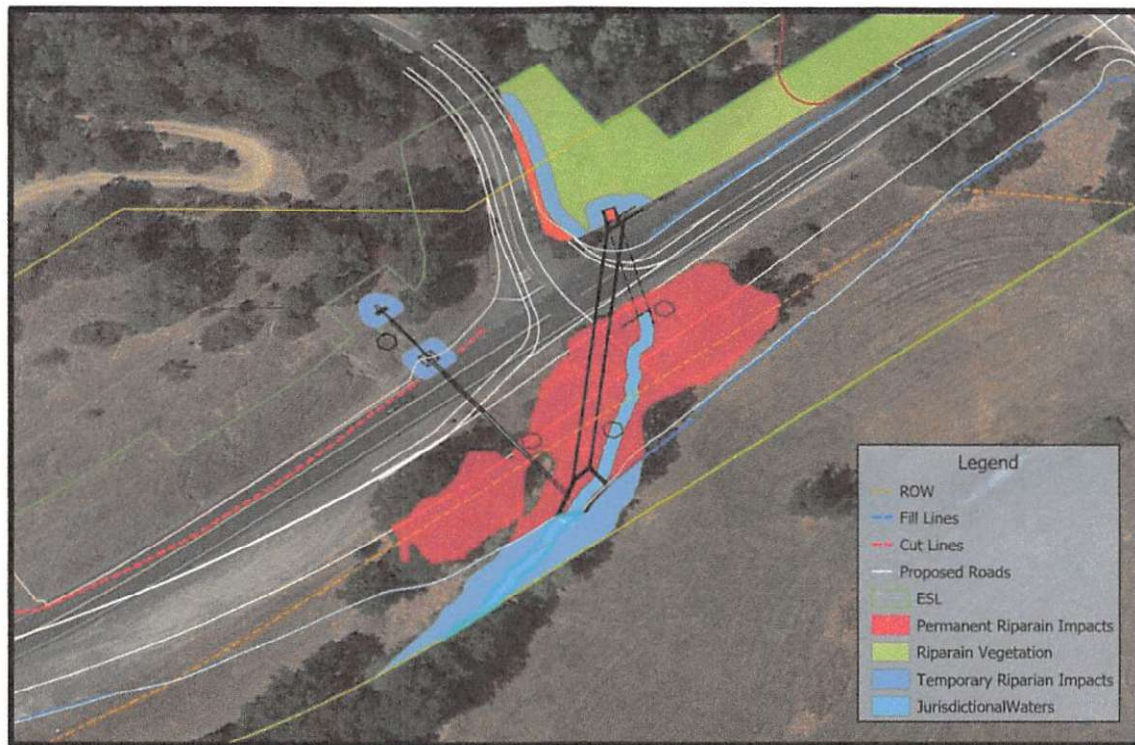
Lak 20 Shoulder Widening Project

EA: 01-0G330 EFIS: 0116000170
LAK-20; PM 5.10/5.80



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Project Impact Map - Drainage at LAK 20 PM 5.54



0 25 50 100 Feet



Lak 20 Shoulder Widening Project

EA: 01-0G330 EFIS: 0116000170
LAK-20; PM 5.10/5.80

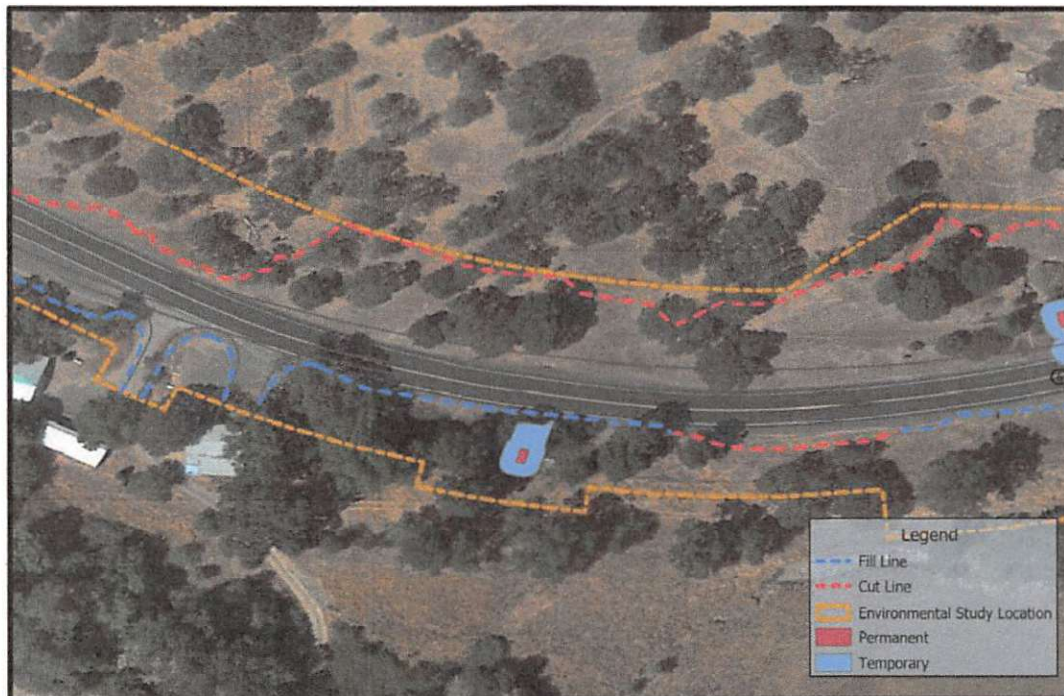


_17 - 01-0G330 Impact Maps.pdf

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Exhibit C: Project Impacts

Project Impact Map - Drainage at LAK 20 PM 5.35



0 25 50 100 Feet



Lak 20 Shoulder Widening Project

EA: 01-0G330 EFIS: 0116000170
LAK-20; PM 5.10/5.80

