

# **INFORMATION HANDOUT**

**For Contract No. 01-0A3704**

**At 01-Hum-299-R23.0/R24.0**

**Identified by**

**Project ID 0100020290**

## **AGREEMENTS**

California Department of Fish and Wildlife

Notification No. 1600-2015-0446-R1

## **MATERIALS INFORMATION**

Fill Recommendations for the Sabertooth Curve Widening Project, Dated December 15, 2015

Nonpotable Water Source

## **AGREEMENTS**

California Department of Fish and Wildlife

Notification No. 1600-2015-0446-R1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
REGION 1 - NORTHERN  
619 SECOND STREET  
EUREKA, CALIFORNIA, 95501

RECEIVED



JAN 07 2016

**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2015-0446-R1  
Unnamed Tributary to Captain Creek

CDFW - EUREKA

**CALIFORNIA DEPARTMENT OF TRANSPORTATION**  
SR 299 SABERTOOTH SHOULDER WIDENING PROJECT  
EA 01-0A370, PMs 23.60 TO 24.00, HUMBOLDT COUNTY

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the California Department of Transportation (Caltrans) (Permittee), as represented by Ms. Kim Floyd.

## RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 26, 2015 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1602, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

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

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

## PROJECT LOCATION

The project is located on State Route (SR) 299 between Post Mile (PM) markers 23.60 and 24.0, approximately 17 miles east of Blue Lake. The project is located at Unnamed Tributary to Captain Creek, tributary to Redwood Creek, tributary to Pacific Ocean; in the County of Humboldt, State of California; Section 11, Township 6N, Range 3E; Humboldt Base and Meridian, in the Lord-Ellis Summit USGS 7.5-minute quadrangle.

## PROJECT DESCRIPTION

The project proposes to realign Sabertooth Curve including shifting the roadway 30 feet to the north, constructing a 1.5h:1v geosynthetic reinforced embankment, widening shoulders to 8 feet, replacing an overside drain, removing and replacing a culvert, downdrain and headwall at Drainage System 2 (DS2), replacing or installing guardrail,

and constructing a vegetated bioswale to treat runoff from the roadway and an existing underdrain.

At DS2, a 48-inch corrugated steel pipe (CSP) with downdrain and headwall will be removed and replaced in-kind in the same general location. No rock slope protection (RSP) is proposed below the culvert outlet, and no riparian vegetation is proposed for removal. Approximately 0.67 acre of vegetation will be removed along the north slope to support the new alignment, including approximately 10 Douglas fir trees (12 to 20 inches in diameter at breast height) directly adjacent to SR 299.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: **Chinook salmon (*Oncorhynchus tshawytscha*)**, **coho salmon (*O. kisutch*)**, **steelhead (*O. mykiss*)**, northern red-legged frog (*Rana aurora*), nesting resident and migratory birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

- direct and/or indirect mortality of fish, amphibians and other aquatic species;
- injury to downstream fish and benthic invertebrates and spawning and/or rearing habitats through sediment transport and deposition and/or spills of deleterious materials;
- impede up- and/or down- stream migration of aquatic species,
- changes in channel form and contour of bed, bank, or channel;
- temporary increase of sediment and turbidity;
- potential mortality of nesting birds, eggs or young through vegetation removal and construction disturbance; and
- colonization by non-native and/or invasive plants.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to 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 the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of

Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact 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 the Agreement.

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

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

- 2.1 Except where otherwise stipulated in this Agreement, all work shall be in accordance with the forms, work plans, drawings, biological reports and maps submitted with Notification No. 1600-2015-0446 as submitted as of October 26, 2015.
- 2.2 All work within the bed, bank and channel shall be confined to the period June 1 through October 15 of each year.
- 2.3 As feasible, vegetation proposed for removal shall be removed between September 15 and February 28 to avoid impacts to nesting birds; work in fall prior to winter rains is preferable. Any vegetation removal outside the approved work period shall include bird surveys and nesting buffers as appropriate prior to, and while, conducting work.
- 2.4 If sightings or den sites of ring-tailed cat (*Bassariscus astutus*), Pacific fisher (*Martes pennanti*), or marten (*Martes americana*), or other sensitive species are encountered in the course of activities at project sites, the Permittee shall immediately notify and consult with CDFW to identify any measures that may be needed to avoid take or minimize adverse impacts to these species.
- 2.5 No fill material shall be placed within a stream except as specified in this Agreement.
- 2.6 Where flowing water is present during operations:
  - a) A biologist shall be on-site to identify and, if necessary, remove and relocate amphibians, reptiles or other aquatic species.
  - b) Cofferdams shall be installed to divert stream flow and isolate and dewater the work site, and to catch any sediment-laden water and minimize sediment

transport downstream. Cofferdams shall be constructed of non-polluting materials including sand bags, rock, and/or plastic tarps. Mineral soil shall not be used in the construction of cofferdams.

- c) Flowing water shall be cleanly bypassed and/or prevented from entering the work area through pumping or gravity flow, and cleanly returned to the stream below the work area. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and provides flows to downstream reaches.
  - d) The Responsible Party shall remove any turbid water and sediment present in the work area prior to restoring water flow through the project site, and place them in a location where they cannot enter the Waters of the State.
- 2.7 Equipment shall not operate in a live (flowing) stream or wetted channel except as may be necessary to construct and remove in-stream structures to catch and contain water (i.e., cofferdams) to divert stream flow and isolate the work site.
- 2.8 Any equipment or vehicles driven and/or operated within or adjacent to the stream channel shall be checked and maintained in a manner which prevents materials that, if introduced to water, could be deleterious to aquatic life, wildlife, or riparian habitat.
- 2.9 Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations unless specifically authorized to do so under this Agreement. The disturbed portions of any stream channel or banks shall be restored to as near their original condition as possible. Restoration shall include re-vegetation of areas stripped or exposed by project activities. Slash pack, rock, or other erosion protection suitable to CDFW shall be placed in areas where vegetation cannot reasonably be expected to become reestablished.
- 2.10 Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams. Where needed, the Permittee shall use native vegetation or other treatments including native slash, jute netting, straw wattles, and geotextiles to protect and stabilize soils. Geotextiles, fiber rolls, and other erosion control treatments shall be made with wildlife-friendly, biodegradable<sup>1</sup> products that will not entrap or harm wildlife. Permanent erosion control products shall not contain synthetic (e.g., plastic or nylon) netting or materials.
- 2.11 All bare mineral soil outside the stream bed exposed in conjunction with crossing construction, maintenance or repair shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Erosion control shall include seeding with regional native seed or non-native seed that is known not to persist or spread, e.g., barley (*Hordeum vulgare*) or wheat (*Triticum aestivum*). No known invasive grass seed

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<sup>1</sup> Photodegradable synthetic products are not considered biodegradable.

such as annual or perennial ryegrass (*Lolium multiflorum* or *L. perenne*, which are now referred to as *Festuca perennis*), shall be used.

- 2.12 The permanent culvert and its outfall structure at DS2 shall be a minimum of 48 inches in diameter, aligned with the stream channel, and shall have an energy dissipator such as RSP below the outfall if needed to effectively control erosion.
- 2.13 To prevent the release of materials that may be toxic to fish and other aquatic species from site DS2, either a precast concrete headwall shall be used, or any poured concrete for a cast-in-place headwall shall be isolated from water and allowed to dry/cure for a minimum of 30 days.
- 2.14 The Permittee shall provide site maintenance for the life of the structure, including, but not limited to, re-applying erosion control to minimize surface erosion and ensuring drainage structures, streambeds and banks remain sufficiently armored from erosion, stable, and capable of passing stream flows as designed.
- 2.15 Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high water mark before such flows occur or the end of the yearly work period, whichever comes first.
- 2.16 Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place within or adjacent to any stream. All such fluids and containers shall be disposed of properly. Heavy equipment parked within or adjacent to the stream shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.17 All activities performed in the field which involve the use of petroleum or oil based substances shall employ absorbent material designated for spill containment and clean up activity on site for use in case of accidental spill. Clean-up of all spills shall begin immediately. The Permittee shall immediately notify the State Office of Emergency Services at 1-800-852-7550 for all types of hazardous materials spills and incidents. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.
- 2.18 No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from construction work, or associated activity of whatever nature shall be allowed to enter into, or be placed where it may be washed by rainfall or runoff into Waters of the State. (This is not applicable to material installed permanently or temporarily as a permitted part of the project activities). When operations are complete, any excess materials or debris within 150 feet of the stream channel shall be removed from the work area and disposed of properly prior to the first rainfall.

### 3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Permittee shall notify CDFW within the 7-day period preceding the beginning of work permitted by this Agreement. Information to be disclosed shall include Agreement number, and the anticipated start date. Subsequently, the Permittee shall notify CDFW no later than 7 days after the project is fully completed. Notification may be faxed to CDFW at (707) 441-2021, Attn: JoAnn Dunn, Senior Environmental Scientist (Specialist), or via email: [joann.dunn@wildlife.ca.gov](mailto:joann.dunn@wildlife.ca.gov).

### CONTACT INFORMATION

Written communication or documentation that Permittee or CDFW submits to the other shall be delivered to the address below unless Permittee or CDFW specifies otherwise:

To Permittee:

Ms. Kim Floyd  
Caltrans  
1656 Union Street  
Eureka, California 95501  
Office Phone: 707-441-5899  
E-Mail: [kim.floyd@dot.ca.gov](mailto:kim.floyd@dot.ca.gov)

To CDFW:

Department of Fish and Wildlife  
Region 1  
619 Second Street  
Eureka, California 95501  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2015-0446-R1  
Fax: 707-441-2021

### LIABILITY

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

This Agreement does not constitute 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 the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

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

## **ENFORCEMENT**

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

Nothing in the Agreement limits or otherwise affects 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 obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

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

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

## **AMENDMENT**

CDFW may amend the 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 the 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 the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to 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 FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to 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 FGC 1605(b) through (e).

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

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of 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 FGC section 711.4 filing fee listed at [http://www.cdfw.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.cdfw.ca.gov/habcon/ceqa/ceqa_changes.html).

**TERM**

This Agreement shall expire **December 31, 2019**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

**AUTHORITY**

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

**AUTHORIZATION**

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

**CONCURRENCE**

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

**FOR CALIFORNIA DEPT OF TRANSPORTATION**



Kim Floyd  
Project Manager

1-5-16

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**



Gordon Leppig  
Senior Environmental Scientist (Supervisory)

1/7/16

Date

## **MATERIALS INFORMATION**

Fill Recommendations for the Sabertooth Curve Widening Project

Dated 12/15/2015

# Memorandum

*Serious drought.  
Help Save Water!*

**To:** JOHN MARTIN  
Branch Chief  
Design R1

**Date:** December 15, 2015  
**File:** 01-HUM-101-PM 23.6/23.9  
Sabertooth Shoulder Widening  
EFIS ID: 0100020290  
EA: 01-0A371

**Attn:** JIM RASMUSSEN

**From:** DEPARTMENT OF TRANSPORTATION  
DIVISION OF ENGINEERING SERVICES  
GEOTECHNICAL SERVICES – WEST

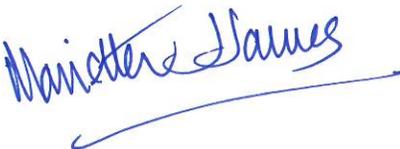
**Subject:** Fill recommendations for the Sabertooth Curve Widening Project

This office was requested to evaluate if the soils to be excavated for the Sabertooth Curve Widening project were suitable for use as a conventional embankment fill.

The proposed cut locations are approximately located along the Route 299 centerline Stations 85+00 to 87+00 and Stations 96+00 to 100+00. These locations were visually inspected by the Office of Geotechnical Services personnel on December 14, 2015. The soils in the cut slopes were composed of Clayey Sand and Gravel and Clayey Gravels. The mostly angular Gravels were primarily composed of soft mudstone and some sandstone.

Based on the clay content and soft mudstone observed at these proposed cut locations, the soils at these locations are unsuitable for use in the proposed embankment. The soils at these locations would have to be engineered to meet the requirements of section 19-6.02B of the Standard Specifications prior to placement in the proposed embankment.

If you have any questions or require additional information, please contact June James at (707) 441-4692 or Tagg Nordstrom at (707) 445-7884.



JUNE JAMES  
Transportation Engineer  
Office of Geotechnical Design-West



TAGG NORDSTROM  
Engineering Geologist  
Office of Geotechnical Design-West

## **MATERIALS INFORMATION**

Nonpotable Water Source,

Dated November 2014

# **NONPOTABLE WATER SOURCE**

November 2014

Hoopa Valley Aggregates and Ready Mix Enterprises

Cal Pack Road, Hoopa, California, 95546

530-625-4017