



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Region 1 – Northern
601 Locust Street
Redding, CA 96001
(530) 225-2300
www.wildlife.ca.gov

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



January 27, 2016

Mr. Gary Antone
Tehama County Public Works
9380 San Benito Ave
Gerber, CA 96035

Subject: Final Streambed Alteration Agreement
Notification No. 1600-2015-0425-R1
Reeds Creek Road at Pine Creek Bridge Replacement

Dear Mr. Antone:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Reeds Creek Road at Pine Creek Bridge Replacement Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Adam McKannay, Environmental Scientist at 530-225-2124 or adam.mckannay@wildlife.ca.gov.

Sincerely,

Adam McKannay
Environmental Scientist

Notice of Exemption

To:
Office of Planning and Research
For U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

From:
Department of Fish and Wildlife
Region 1 - Northern
601 Locust Street
Redding, California 96001

Street Address:
1400 Tenth Street
Sacramento, CA 95814

State Clearinghouse Number:

Project Title: Reeds Creek Road and Pine Creek Bridge Replacement (Lake or Streambed Alteration Agreement No. 1600-2015-0425-R1)

Project Location (include county): The project is located at Pine Creek, tributary to Reeds Creek, in the County of Tehama State of California; Latitude 40.165N, Longitude 122.280W; West of the city of Red Bluff approximately ½ mile west of Wilder Road. Roadway improvements are limited to 400' on each side of the structure.

Project Description: The California Department of Fish and Wildlife has executed Lake and Streambed Alteration Agreement number 1600-2015-0425-R1, pursuant to Section 1602 of the Fish and Game Code to Tehama County Public Works.

The project is limited to the replacement of the existing Reeds Creek Road Bridge over Pine Creek with a new bridge in the same location.

The new two-lane bridge will be approximately 90-feet long by 40-feet wide, and will be supported by two piers within the streambed. Each pier will be supported by four piles, each 15-inch by 15-inch and driven into the substrata to refusal. The abutment footings will be a minimum of 1-foot below the existing stream channel. Abutments and piers will be armored with rock slope protection to prevent scour.

Replacing the structure in place will require a temporary in-stream detour while the bridge is under construction. A 20-foot wide detour, allowing two lanes, will be located upstream of the existing structure. The fill used for the detour will be clean gravel; no cut of the stream banks will occur. Three 24-inch culverts will be installed within the temporary detour. Work within the bed and bank of Pine Creek is expected to occur between June 15 and October 15.

The proposed work will result in permanent impacts to ±0.0003 acres (±13 square feet) of Pine Creek and temporary disturbance to ±0.022 acres (±1,000 square feet) of its streambed.

Public Agency Approving Project: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Person or Public Agency Carrying Out Project: Tehama county Public Works.

Exempt Status:

Statutory Exemption.

Categorical Exemption. Type – **Class 2; California Code of Regulations, title 14, section 15302 (c)**, Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

Reasons why project is exempt: As a result of studies performed during the NEPA process no endangered species have been identified to be affected by this project and the project does not involve the filling of wetlands. The bridge will be replaced in place with a wider structure; however, there is no expansion of capacity.

Notice of Exemption

CDFW Contact Person: Adam McKannay, Environmental Scientist (530) 225-2124

Signature: Donna L. Cobb **Date:** 01/27/16
Donna L. Cobb
Aquatic Conservation Planning Supervisor

Date received for filing at OPR: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

NORTHERN REGION

601 LOCUST STREET

REDDING, CA 96001

(530) 225-2300

WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 1600-2015-0425-R1

Pine Creek, Tehama County

TEHAMA COUNTY PUBLIC WORKS

REEDS CREEK ROAD AND PINE CREEK BRIDGE REPLACEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Tehama County Public Works (Permittee) as represented by Gary Antone.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 15, 2015, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, 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 at Pine Creek, tributary to Reeds Creek, in the County of Tehama State of California; Latitude 40.165N, Longitude 122.280W; West of the city of Red Bluff approximately ½ mile west of Wilder Road. Roadway improvements are limited to 400' on each side of the structure.

PROJECT DESCRIPTION

The project is limited to the replacement of the existing Reeds Creek Road Bridge over Pine Creek with a new bridge in the same location.

The new two-lane bridge will be approximately 90-feet long by 40-feet wide, and will be supported by two piers within the streambed. Each pier will be supported by four piles, each 15-inch by 15-inch and driven into the substrata to refusal. The abutment footings will be a minimum of 1-foot below the existing stream channel. Abutments and piers will be armored with rock slope protection to prevent scour.

Replacing the structure in place will require a temporary in-stream detour while the bridge is under construction. A 20-foot wide detour, allowing two lanes, will be located upstream of the existing structure. The fill used for the detour will be clean gravel; no cut of the stream banks will occur. Three 24-inch culverts will be installed within the temporary detour. Work within the bed and bank of Pine Creek is expected to occur between June 15 and October 15.

The proposed work will result in permanent impacts to ± 0.0003 acres (± 13 square feet) of Pine Creek and temporary disturbance to ± 0.022 acres ($\pm 1,000$ square feet) of its streambed.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include:

- Nesting birds
- Roosting bats
- Riparian
- Aquatic habitat

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

- loss of natural bed or bank (RSP, abutments and piers)
- change in contour of bed, channel or bank (RSP and abutments)
- change in channel cross-section (confinement)
- accelerated channel scour (abutments and piers)
- loss of bank stability during construction
- increase of bank erosion during construction
- soil compaction or other disturbance to soil layer
- debris transport impedence (from bridges)
- Increased turbidity
- change in pH (concrete)
- short-term release of contaminants (e.g., incidental from construction)
- long-term release of contaminants (e.g., concrete, creosote, wood preservative leachates)
- loss or decline of riparian and/or emergent marsh habitat

- decline of vegetative diversity
- colonization by exotic plant or animal species
- creation of predatory fish habitat
- loss or decline of instream channel habitat
- direct take of fish and other aquatic species
- hydroacoustic impacts to fish by pile driving
- construction pits and trenches that can capture terrestrial organisms
- disruption to nesting birds and other wildlife
- disturbance from project activity
- loss or decline of aquatic species' habitat: migration corridors, spawning or rearing areas
- loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.)
- change in shading or insolation leading to vegetative change
- diversion of flow water from, or around, activity site
- dewatering
- flow deflection
- direct loss of resources for aquatic organisms
- entrapment in isolated pools due to loss of water surface elevation

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.

- 1.5 **Additional Permitting.** The U.S. Army Corps of Engineers (Corps) has permitting requirements for certain instream projects under Section 404 of the Federal Clean Water Act. If this project features the placement of dredged or fill materials into the channels of streams (below the ordinary high water mark) that are waters of the United States, a permit may be required by the Corps. If the project needs a permit from the Corps, it will also need to obtain a Water Quality Certification pursuant to Section 401 of the Federal Clean Water Act from the Regional Water Quality Control Board (Regional Water Board). In addition, if the project will involve disturbance within or discharges of pollutants to waters of the State of California, the Regional Water Boards may require a permit, whether or not the Corps requires a permit. If there is any question regarding the possibility of the project meeting the above limitations, the Permittee should contact the Corps and the Regional Water Board prior to beginning work. This Agreement in no way represents permitting requirements by the Corps or the Regional Water Board. It is the responsibility of the Permittee to contact the Corps, and to comply with the provisions of any Section 404 permit issued, if required by the Corps. Similarly, it is the responsibility of the Permittee to contact the Regional Water Board and to comply with the provisions of any Section 401 Certification, Regional Water Board Waste Discharge Requirements or waiver of Waste Discharge Requirements issued by the Regional Water Board.

- 1.6 **Notification Materials.** Permittee's Notification (Notification of Lake or Streambed Alteration, together with all maps, plans, photographs, drawings, and all other supporting documents submitted with Notification to describe the activity) is hereby incorporated by reference into this Agreement and may be referenced as Exhibits herein. Permittee shall conduct project activities within the work areas, and using the protective measures, described in the Notification and supporting documents, unless such project activities, work areas or protective measures are modified by the provisions of this Agreement, in which case the activities shall be conducted as described in this Agreement.

- 1.7 **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.
- 1.8 **Notify CDFW Staff Before Beginning Work.** Permittee shall notify CDFW, in writing, at least five (5) calendar days prior to initiation of construction (project) activities and at least five (5) calendar days prior to completion of construction (project) activities. Notification shall be made via e-mail at adam.mckannay@wildlife.ca.gov.
- 1.9 **Photographs.** Prior to commencement of work within the stream zone, the Permittee shall photograph the project site. Upon completion of work and revegetation activities, the Permittee shall photograph the project site. Labeled copies of photographs shall be sent to the CDFW electronically within 30 days of completion of the project.

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.

Work Periods and Planning

- 2.1 **Instream Work Period.** Work on the abutments, piers and piles shall be confined to the period June 15 through October 15.
- 2.2 **Work According To Plans.** Permittee shall conduct all work within CDFW jurisdiction according to the project description stated above as well as the plans submitted to CDFW in the notification package and referenced herein as Exhibit A: *Reeds Creek Road at the Pine Creek Bridge*, prepared by Tehama County Public Works, dated March 16, 2016, sheets 1-21. Permittee shall notify CDFW of any modifications made to the plans submitted to CDFW that pertain to impacts to streams or the riparian corridor. At the discretion of CDFW, minor plan modifications may require an amendment to this Agreement. At the discretion of the CDFW, if substantial changes are made to the original plans this Agreement becomes void and the Permittee shall submit a new notification.
- 2.3 **Work only during dry weather.** The work period for completing the work within the stream zone, shall be restricted to periods of no stream flow and dry weather. Excavation for and placement of the abutments and piers shall not begin unless a no precipitation

forecast is obtained covering the entire construction phase (within the area covered in this agreement) and the time necessary to implement erosion control measures. Seventy-two-hour weather forecasts from the National Weather Service shall be consulted prior to start-up of any phase of the project that may result in sediment runoff to the stream. This forecast shall be documented upon request by the CDFW.

- 2.4 **Work Period Modification.** If 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 by the CDFW representative who reviewed the project. 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. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. 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 reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW will have seven (7) calendar days to review the proposed work period variance.

Pier and Abutment Construction - Concrete Containment

- 2.5 **Concrete – Primary Containment.** The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures. No concrete shall be poured within the ordinary high water mark (OHWM) if the 15 day weather forecast indicates any chance of rain greater than 30 percent without written approval from CDFW.
- 2.6 **Concrete – Designated Monitor.** At all times when the Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

- 2.7 **Concrete Washout.** Concrete washout shall occur in a designated and appropriately prepared area setback at least 100-feet from the riparian area. Washwater and debris shall not be allowed to enter the stream or riparian area. Concrete washout facilities should be inspected daily and after heavy rains to check for leaks, identify any plastic linings and sidewalls have been damaged by construction activities, and determine whether they have been filled to over 75 percent capacity. When the washout container is filled to over 75 percent of its capacity, the washwater should be vacuumed off or allowed to evaporate to avoid overflows.
- 2.8 **Exclude Concrete from Flowing Stream.** Poured concrete shall be excluded from the wetted channel for a period of 30 days after it is poured. Commercial sealants may be applied to the poured concrete surface where difficulty in excluding water flow for a long period may occur. If sealant is used, water shall be excluded from the site until the sealant is dry.

Rock Slope Protection (Riprap)

- 2.9 **Rock Slope Protection (RSP).** Permittee shall construct rock slope protection with suitable non-erodible materials that will withstand wash out. The RSP shall extend above the normal high-water mark. Only clean material such as, rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt and concrete shall not be considered an acceptable material.
- 2.10 **Bank Stabilization Materials.** Un-grouted rock slope protection and energy dissipater materials shall consist of clean rock, competent for the application, sized and properly installed to resist washout. RSP slopes shall be supported with competent boulders keyed into a footing trench with a depth sufficient to properly seat the footing course boulders and prevent instability (typically at least 1/3 diameter of footing course boulders). Voids between rocks shall be planted with riparian species native to the area.
- 2.11 **Bank Stabilization.** Rock slope protection slopes and footing trenches shall feature an underlayment of appropriate grade geotextile fabric, on slopes less than 1:1, or gravel blanket, on slopes greater than 1:1.
- 2.12 **Only clean rocks and boulders.** Only clean rocks and boulders shall be used for the project unless specified otherwise with the design plans and project description. No broken concrete, asphalt or other construction waste materials shall be used as rock slope protection.

- 2.13 Remove existing debris. Existing broken concrete, asphalt or other construction waste materials within the project footprint shall be removed from the site and properly disposed of.

Detour Construction

- 2.14 Temporary Fill Material. No temporary fill material, other than clean round river cobble, shall be allowed to enter the stream without prior written approval from CDFW.
- 2.15 No Harvesting of Gravels. No on-site harvesting of in-situ gravel or cobble may occur for temporary landings or ramps without prior written approval from CDFW. Where additional material is required within the stream the Permittee shall use off-site commercial/permitted clean round river cobble free of fine sediment. Upon completion of the project, imported round river cobble may be removed from the stream, distributed on existing cobble bars near the flowing portion of the stream, or left in place to redistribute during winter flows. All crushed aggregate shall be removed from the stream channel.
- 2.16 Return to Previous Grade and Contour. If the gradient or contour of the streambed is altered during Project operations, Permittee shall return its contours as close as possible to pre-project conditions. Permittee shall ensure that the site restoration is performed in a manner that prevents turbidity, siltation, or pollution. Permittee shall be liable for restoration of contours to pre-project conditions in the event that subsequent erosion is caused by the project.
- 2.17 Remove Temporary Access Road. Permittee shall restore all temporary access roads to pre-activity conditions within 15 days of project completion.

Demolition, Sanding, Painting and Welding

- 2.18 Hazardous Substances – Paint, Coatings, Welding. Construction debris, paint or other coating material, welding products and by-products or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. The Permittee shall ensure that all paint overspray, drippings and welding debris are fully contained and unable to enter the stream.

Wildlife Protection and Prevention - Special Status Species

- 2.19 **Listed species.** This agreement does not authorize for the take, or incidental take of any State or Federal listed threatened or endangered listed species. The Permittee is required, as prescribed in these laws, to consult with the appropriate agency prior to commencement of the project.
- 2.20 **Designated Biologist.** At least 30 days before initiating ground- or vegetation-disturbing activities, the Permittee shall submit to the 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 in the stream. 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. 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.
- 2.21 **On-site Education.** Permittee shall conduct an education program for all supervisory personnel employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking supervisors, and the same instruction shall be provided for any new supervisors prior to their performing work on-site.
- 2.22 **Breeding Bird Survey Before Commencement.** If vegetation removal or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (typically February 15 to August 15), a focused survey for active bird nests shall be conducted by a Designated Biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) within 5 days prior to the beginning to project-related activities. The survey should include all likely nesting habitats that could be impacted by project activities, including acoustic and line-of-site

disturbances. The results of the survey shall be submitted to CDFW. If active nest are found, the Permittee shall consult with CDFW and the United States Fish & Wildlife Service (FWS) regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and the Fish & Game Code of California, section 3503. If a lapse in project-related work of 5 days or longer occurs, another focused survey and if required, consultation with CDFW and FWS, will be required before project work can be reinitiated.

Wildlife Protection and Prevention - General

- 2.23 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosions control devices containing plastic netting, including photo- or bio-degradable plastic netting. Erosion control and landscaping specifications shall only allow only natural fiber for use in erosion control mats, blankets, and straw or fiber wattles.
- 2.24 Escape Ramp in Trench. At the end of each work day, Permittee shall place an escape ramp at each end of any open trench greater than 6-inches in depth and walls greater than 30 degrees to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees.
- 2.25 Allow Wildlife To Leave Unharmd. Permittee shall allow any wildlife encountered during the course of construction to leave the construction area unharmd. This authorization does not allow for the trapping, capture, or relocation of any state or federally listed species.
- 2.26 Staging Areas. Staging areas shall be located outside the riparian area. Vegetation disturbance shall be limited to the immediate construction area and a single access pathway.
- 2.27 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.

Vegetation Protection

- 2.28 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities.

This Agreement does not allow for the removal of any living trees over 3-inches diameter at breast height (DBH).

Erosion and Sediment Control

- 2.29 **Erosion control.** Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter jurisdictional waters. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Silt control structures shall be monitored for effectiveness and shall be repaired or replaced as needed
- 2.30 **Disposal and Removal of Materials.** All removed vegetation and debris shall be moved outside the normal high-water mark prior to inundation by water. All removed vegetation and debris shall be disposed of according to State and local laws and ordinances.
- 2.31 **Clean-up.** All construction debris and associated materials shall be removed from the work site upon completion of this project.
- 2.32 **Treat exposed areas.** All exposed/disturbed areas and access points within the stream zone left barren of vegetation as a result of the construction activities shall be restored by seeding with a blend of native erosion control grass seeds or covered in locally derived mulch, slash and/or brush. Seeded areas shall be mulched. All other areas of disturbed soil which drain toward the stream channel shall be seeded with erosion control grass seeds. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 must be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.

Equipment and Vehicles

- 2.33 **Operating Equipment and Vehicle Leaks.** Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.34 **Stationary Equipment Leaks.** Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

- 2.35 **Clean Up Equipment**. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of work within the stream zone.
- 2.36 **Equipment Storage**. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream channel and banks.
- 2.37 **Stockpiled Materials**. Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the water or cover aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

Debris Materials and Waste

- 2.38 **Location of Spoil Sites**. Spoil sites shall not be located within a stream or locations that may be subjected to high storm flows, where spoil may be washed back into a stream, or where it may impact streambed habitat, aquatic or riparian vegetation.
- 2.39 **No Dumping**. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream.
- 2.40 **Pick Up Debris**. Permittee shall pick up all debris and waste daily.
- 2.41 **Wash water**. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

Toxic and Hazardous Materials

- 2.42 **Toxic Materials**. Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream or its tributaries shall be contained in water tight containers or removed from the project site.
- 2.43 **Hazardous Substances**. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering jurisdictional waters. Any of these materials, placed within or where they may

enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

2.44 **Hazardous Materials.** Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering jurisdictional waters.

Spills and Emergencies

2.45 **Spill Cleanup.** Permittee shall begin the cleanup of all spills immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures. The Permittee shall have all spill clean-up equipment on site during construction.

2.46 **Spill Containment.** All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean-up 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 the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

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:

Gary Antone
Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96036
(530) 385-1462
gantone@tcpw.ca.gov

To Contact:

Kevin Rosser
Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96036
(530) 385-1462 x3051
krosser@tcpw.ca.gov

To CDFW:

California Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Attn: Lake and Streambed Alteration Program – Adam McKannay
Notification #1600-2015-0425-R1
(530) 225-2124
adam.mckannay@wildlife.ca.gov

LIABILITY

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

This Agreement does not constitute 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.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2020, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

A. *Reeds Creek Road at the Pine Creek Bridge*, prepared by Tehama County Public Works, dated March 16, 2016, sheets 1-21.

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 TEHAMA COUNTY PUBLIC WORKS

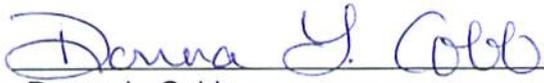


Gary Antone
Director of Public Works

1-21-16

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Donna L. Cobb
Aquatic Conservation Planning Supervisor
Northern Region

01/27/16

Date

Prepared by: Adam McKannay
Environmental Scientist

Date Sent: January 7, 2016
Date Revised: January 15, 2016