

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2020-0193-R1  
Hackstaff Road Bridge Replacement

LASSEN COUNTY PUBLIC WORKS  
HACKSTAFF ROAD BRIDGE REPLACEMENT  
LASSEN COUNTY APN #141-230-19-11, 141-350-59-11, 141-350-71-11,  
141-350-05-11

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Lassen County Public Works, as represented by Resident Engineer Dave Ernaga (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 21, 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 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 9.47 acre Project site is located at Long Valley Creek and Long Valley Creek Overflow in the County of Lassen, State of California; Section 17, Township 25N, Range 17E, Doyle U.S. Geological Survey (USGS) quadrangle, Mt. Diablo base and meridian; Assessor's Parcel Numbers 141-230-19-11, 141-350-59-11, 141-350-71-11, & 141-350-05-11.

## **PROJECT DESCRIPTION**

The Project will realign Hackstaff Road and install two new bridges and new road segments just north of the existing #7C-12 and #7C-81 bridges over Long Valley Creek and Long Valley Creek Overflow, respectively. The current bridges have been in place for over 50 years and have experienced substantial storm damage during this time. The bridges were determined by Caltrans during their biennial inspection to be structurally deficient by both state and Federal standards in September 2018. The bridges qualified

for replacement through the Highway Bridge Replacement and Rehabilitation Program, which is anticipated to fund this Project.

Project construction will occur during the summer/fall of 2021 (June 1 through November 15). To construct new bridge #7C-12, temporary sheet pile cofferdams will be installed on both banks, at or above the ordinary high-water mark (OHWM), to isolate and contain the workspaces. The bank and channel bottom will be excavated to support construction of the abutments. Excavated soil will be deposited in designated stockpile areas. Some of the soil will be repurposed during backfilling and revegetating. The remaining material will be hauled offsite and disposed of at a Surface Mining and Reclamation Act of 1975 approved site. Within the workspaces, the steel piles of the abutments will be driven and concrete for footings will be poured. Once the concrete is cured, the abutments will be backfilled with riprap. Backfill of disturbed bank locations above the OHWM will also include native soil and appropriate native riparian vegetation (i.e., willow stakes) will be planted to stabilize the bank.

To construct new bridge #7C-81, a sandbag berm will be installed to direct flows into five temporary culverts (18 to 24 inches in diameter) located in the low flow channel. Then, a temporary construction access route will be created over the culverts by lining the channel bed with a temporary, removable material such as laminated beams or road fabric overlaid with gravel. Temporary sheet pile cofferdams will be installed on the western bank to create a workspace for the western abutment. A separate sheet pile cofferdam will be used to create a workspace containing the eastern abutment and center bent. Piles will be driven and concrete poured for the abutment footings and the bent. The bent and abutment excavation areas will be backfilled with imported soil and riprap, and the abutment excavation areas will be revegetated using appropriate native riparian vegetation. Once sheet piling has been removed, the temporary construction access road will be removed.

Realignment of Hackstaff Road will require new road construction in the undeveloped land between the two new bridges, on the west side of new bridge #7C-12 and the east side of new bridge #7C-81. The process to remove the old bridges is the same for both existing bridge #7C-12 and #7C-81. They will be removed in succession during summer/fall 2020 (June 1 through November 15) once the new bridges are operational. The bridge deck will be removed using equipment staged in uplands. Then, instream pile supports will be removed using equipment staged in uplands (for both bridges) and the access road (for #7C-81). Instream pile supports will be pulled out of the channel bed if possible, or if not possible, they will be cut off at the base to make them flush with the elevation of the channel bed. The soil at bridge abutment locations will be stabilized using bio-stabilization methods (a combination of riprap and willow stake plantings).

## **PROJECT IMPACTS**

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

- Stream form and function

- Wetlands and riparian vegetation
- Water quality
- Wildlife and their habitat

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

### **Impacts to Stream Form and Function**

- Permanent loss of approximately 0.072 acres (3,136 square feet) of natural bed, bank, or channel
- Temporary impact to approximately 0.320 acres (13,939 square feet) of bed, bank, and channel
- Change in gradient or contour of bed, bank, or channel
- Change in channel cross-section (confinement or widening)
- Degradation or aggradation of channel
- Accelerated channel scour
- Loss of bank stability during construction
- Increase of bank erosion during construction

### **Impacts to Wetlands and Riparian Vegetation**

- Permanent loss of approximately 0.06 acres (2,874 square feet) of wetland marsh
- Permanent loss of approximately 0.03 acres (1,307 square feet) of riparian vegetation
- Temporary impact to approximately 0.05 acres (2,178 square feet) of riparian vegetation
- Decline of vegetative diversity
- Change in shading or insolation leading to vegetative change under the new bridges

### **Impacts to Water Quality**

- Temporary increase in turbidity
- Temporary increase in sediment transport
- Short-term release of contaminants (e.g. incidental from construction)
- Change in flow depth, width, or velocity

### **Impacts to Wildlife and their Habitat**

- Above-ambient visual and auditory disturbance incidental to construction
- Disruption to nesting birds and other wildlife
- Colonization by exotic plant or animal species

## 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 Inspections. CDFW personnel or its agents may inspect the Project site at any time to verify compliance with this Agreement. As a result of field inspection, CDFW may require that additional measures be applied to specific activities to protect sensitive biological resources. Such measures may be amended into this Agreement with the agreement of both parties, or if an exception to authorized activities is identified, Permittee may be asked to submit separate written notification to CDFW Northern Region.
- 1.5 Applicable Permits. The proposed project may be subject to additional federal, state and local laws, regulations, and permitting requirements. This Agreement in no way represents permitting requirements of any other agency, it is the responsibility of the Permittee to comply with all applicable laws. Applicable laws may include, but are not limited to, the following:
  - The Clean Water Act (CWA) as implemented through permits, enforcement orders, and self-implementing requirements. When needed per the requirements of the CWA, the project proponent shall obtain a CWA section 404 (33 U.S.C. § 1344) permit from the United States Army Corps of Engineers (Army Corps) and a CWA section 401 (33 U.S.C. § 1341) water quality certification from the State Water Board or the Regional Water Board with jurisdiction.

- All applicable state, city, county, or local regulations, ordinances, or license requirements including, but not limited to those for grading, construction, and building.

- 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. 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 Modification to Terms and Conditions. CDFW may modify the terms and conditions of this Agreement if monitoring results indicate that the project does not meet water quality or species protection objectives or impairs the habitat value of a waterbody or its tributaries.
- 1.8 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.
- 1.9 Prohibition on Take of Listed Species. This agreement does not authorize the take or incidental take of any State or Federal listed threatened or endangered listed species. State Listed or Fully Protected Species include any native plant species listed as rare under the Native Plant Protection Act (Fish & G. Code, § 1900 et seq.; Cal. Code Regs., tit. 14, § 670.2); any species that is listed or is a candidate for listing under the California Endangered Species Act (Fish & G. Code, § 2080 et seq.; Cal. Code Regs., tit. 14, §§ 670.2, 670.5); or any fully protected species (Fish & G. Code, §§ 3511, 4700, 5050, 5515). The Permittee is required, as prescribed in these laws, to consult with the appropriate agency prior to commencement of the project.

## **2. Project Planning**

- 2.1 Erosion Control Plan. Permittee shall submit an Erosion Control Plan to CDFW for review and written concurrence at least thirty (30) days prior to commencement of the project. The Erosion Control Plan shall include performance standards, monitoring and reporting programs, and corrective actions to be taken if necessary. Said Erosion Control Plan shall be implemented by the Permittee or Designated Representative before, during and at the completion of project activities and shall be subject to amendment by CDFW.
- 2.2 Onsite Revegetation Plan. Permittee shall submit a Revegetation Plan to CDFW for review and written concurrence at least thirty (30) days prior to the commencement of revegetation activities. The revegetation plan shall include a schematic of the planting area(s) depicting plant distribution, plant palette of species to be used, success criteria, monitoring & reporting, and corrective actions to be taken when revegetation measures do not meet the proposed success criteria.
- 2.3 Work according to plans. All work shall be completed according to the design plans submitted to CDFW in the Notification materials. A copy of these plans shall be kept on the project site at all times during project construction activities. If the Permittee finds it necessary to update project plans prior to construction, the updated plans will be submitted to CDFW at least 30 days prior to beginning project activities to determine if an Amendment to this Agreement is required. Project activities shall not proceed until CDFW has approved the updated plans in writing. 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.

## **3. Revegetation**

- 3.1 Revegetation. Areas of temporary ground disturbance within the construction footprint (including new and old bridge sites) containing exposed soil, rock slope protection, or is otherwise devoid of vegetation shall be revegetated with native trees and shrubs as outlined in the Revegetation Plan.
- 3.2 Native Plant Materials Required. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.
- 3.3 Timing of Planting. Plantings shall be installed between November 1 and April 1 when there has been sufficient rainfall, unless otherwise authorized by CDFW in this Agreement.

- 3.4 Irrigation. Supplemental watering shall be used as necessary to establish and maintain plant growth.
- 3.5 Revegetation Success Criteria. Permittee shall monitor and maintain, as necessary, all plants for five (5) years to ensure successful revegetation. All planting shall have a minimum of 80% survival at the end of five (5) years.
- 3.6 Revegetation Remediation. If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.

#### **4. Avoidance and Minimization Measures**

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

##### **CDFW Notification**

- 4.1 Notify CDFW Before Beginning Work. Permittee shall notify CDFW in writing 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 and end date.

##### **Water Quality and Instream Work**

- 4.2 Work Period. Permittee may only conduct work on the banks of Long Valley Creek and its overflow channel from June 15 to October 15, during the lowest flow period.
- 4.3 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, or if unavailable, by emailing R1LSARedding@wildlife.ca.gov. Requests shall be made in writing via email or letter. 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 shall have ten (10) calendar days to review the proposed work period variance.

- 4.4 Required Measures for Work after October 15. If a work period variance is requested and approved for work within the stream channel or banks after October 15, Permittee shall do the following:
- a) Stage erosion and sediment control materials at the work site.
  - b) Monitor the seventy-two (72) hour forecast from the National Weather Service.
  - c) When the 72-hour forecast indicates a probability of precipitation of 60% or greater, or at the onset of any precipitation, ground disturbing activities shall cease and erosion control measures shall be implemented to stabilize exposed soils and prevent the mobilization of sediment into the stream channel or adjacent wetland or riparian areas.
- 4.5 Work in Dry Weather. Project activities within the riparian zone shall be limited to periods of low rainfall (less than ¼" per 24-hour period), time periods with less than a 40% chance of rain, or dry weather periods. The Applicant shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. If rain is predicted based on the above criteria, within 72 hours during project activity, all activities shall cease until no further rain is forecast.
- 4.6 Temporary Stream Diversion. When work in a flowing stream is unavoidable, Permittee shall temporarily divert the stream flow around or through the work area during construction operations according to the Diversion Plan provided in the Notification materials.
- 4.7 Dewatering. If dewatering is necessary, the water shall be pumped to a portable tank, truck, or an adjacent upland area where the water cannot return to the stream.
- 4.8 Water Pollution Control Plan. The contractor shall prepare a Water Pollution Control Plan which will incorporate water quality Best Management Practices.
- 4.9 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.
- 4.10 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials which will cause little or no siltation, such as clean gravels.



- 4.11 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flow shall be restored to the affected stream immediately upon completion of work at that location.
- 4.12 Restore Normal Flows. Permittee shall restore normal flows to the affected stream immediately upon completion of work at that location.
- 4.13 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.

### **Excavation, Fill, and Stabilization**

- 4.14 Excavation Spoils. No castings or spoil from the excavation operations shall be placed on the stream side of the excavation site.
- 4.15 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization.
- 4.16 Bank Stabilization. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.
- 4.17 Riprap Defined. For the purposes of this Agreement, riprap shall be defined as rock slope protection (RSP) as described below. Percentage limits for the specified size of riprap shall not be exceeded.

2 ton riprap	0-5% 1 ton rock
1 ton riprap:	50-100% 1 ton rock, 0-5% 1/2 ton rock.
1/2 ton rock	50-100% 1/2 ton rock, 0-5% 1/4 ton rock,
1/4 ton riprap	95-100% 1 ton rock, 50-100% 1/4-lb rock, 0-5% Light rock.
200 lb	95-100% 1/2 ton rock, 50-100% Light rock, 0-5% Facing rock, 0-5% No. 1 rock.
75 lb	95-100% 1/4 ton rock, 50-100% Facing rock, 50-100% No. 1 rock, 0-5% No. 2 rock.
25 lb	95-100% Light rock, 90-100% Facing

	rock, 90-100% No. 1 rock, 25-75% No. 2
	rock, 0-5% No. 3 rock.
5 lb	90-100% No. 2 rock, 25-75% No. 3 rock.
1 lb	90-100% No. 3 rock.

Rocks shall be of such shape as to form a stable protection structure of the required section. Rounded boulders or cobbles shall not be used on prepared ground surfaces having slopes steeper than 2 to 1. Angular shapes may be used on any planned slope. Flat or needle shapes shall not be accepted unless the thickness of the individual pieces is greater than 1/3 the length.

- 4.18 Rock Slope Protection. Un-grouted RSP 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). RSP slopes and footing trenches shall feature an underlayment of appropriate grade geo-textile fabric, on slopes less than 1:1, or gravel blanket, on slopes greater than 1:1.
- 4.19 Specs for Placing Rock. Permittee shall excavate a footing trench along the toe of slope as shown on the plans. The larger rocks shall be placed in the footing trench. Rocks shall be placed with their longitudinal axis normal to the embankment face and arranged so that each rock above the foundation course has a three point bearing on the underlying rocks. Foundation course is the course placed on the slope in contact with the ground surface. Bearing on smaller rocks which may be used for chinking voids is not acceptable. Placing of rocks by dumping is not permitted. Local surface irregularities of the slope protection shall not vary from the planned slope by more than one foot measured at right angles to the slope.
- 4.20 Back-fill Riprap with Topsoil. Permittee shall back-fill stream bank areas receiving RSP with appropriate topsoil. The topsoil fill should be placed to fill the voids in the RSP and provide a substrate for revegetation efforts.
- 4.21 Seed Topsoil Covered Riprap. Permittee shall stabilize any top soil covered riprap areas by seeding with a blend of locally native and sterile erosion control grass seeds. The seed mix shall be pre-approved by CDFW. The area shall be revegetated as soon as possible after construction activities in those areas cease. Seeded areas should be covered with broadcast weed-free straw.
- 4.22 Stockpile and Return Topsoil. Topsoil shall be stockpiled and redistributed as close to its original location as possible over the construction area before revegetation procedures are undertaken.
- 4.23 Rock for Erosion Control from Channel. Rock for erosion protection shall not be removed from the channel without prior approval from CDFW.

- 4.24 Rock Slope Protection and Flow Changing Devices. When using RSP and project elements designed to redirect flow and change stream alignment, including, but not limited to bendway weirs, groins, barbs, spur dikes, and vanes, Permittee shall be liable for any subsequent erosion and damage to neighboring properties caused by the readjustment of the stream to the new hydraulic condition.

## **Erosion Control and Pollution**

- 4.25 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Erosion control measures shall be pre-approved by CDFW.
- 4.26 Seeding of Areas with Disturbed Soil. Loose or compacted soil areas in need of stabilization shall be seeded with a sterile or locally native grass seed mix, unless otherwise agreed upon with CDFW. The grass seed mix shall be pre-approved by CDFW prior to use. Revegetation of such sites shall be completed as soon as possible after project activities in those areas cease. Seeding placed after October 1 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.
- 4.27 Soil Stabilization. Permittee shall stabilize all exposed/disturbed soil within the project site with the potential to erode and deliver silt-laden runoff to a stream to the greatest extent possible with broadcasted certified weed-free straw. Broadcasted straw must be a minimum depth of 2 to 4 inches and cover a minimum of 90% of disturbed soil.
- 4.28 Soil Stabilization Maintenance. Permittee shall maintain soil stabilization measures whenever it is needed.
- 4.29 Runoff from Steep Areas. Permittee shall make preparations so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
- 4.30 Removal, Storage, and Disposal of Fill, Spoils, and Debris. Permittee shall remove all excavated fill, spoil, and debris from any stream, lake, or other waters of the state and place it in stable upland locations where it cannot discharge into such waters, or dispose of it according to state and local laws and ordinances.
- 4.31 Cover Spoil Piles. Permittee shall have readily available erosion control materials such as wattles, natural fiber mats, or plastic sheeting, to cover and contain exposed spoil piles and exposed areas in order to prevent sediment from moving into a stream or lake. Permittee shall apply and secure these materials prior to rain

events to prevent loose soils from entering a stream, lake, or other waters of the state.

- 4.32 Site Maintenance. Permittee shall be responsible for site maintenance including, but not limited to, re-establishing erosion control to minimize surface erosion and ensuring drainage structures and altered streambeds and banks remain sufficiently armored and/or stable.
- 4.33 Mud, Silt and Other Pollutants. Permittee shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows.
- 4.34 Stockpiled Materials. Permittee shall not stockpile or store any building materials and/or construction materials where they may be washed or percolate into a stream, lake, or other Waters of the State, or where they may adversely affect stream habitat or aquatic or riparian vegetation.
- 4.35 Debris and Trash. Permittee shall contain and regularly remove all debris and trash associated with construction from the Project site. Permittee shall only dispose of debris and trash at an authorized landfill or other disposal site in compliance with state and local laws, ordinances, and regulations. Permittee shall not allow litter, plastic, or similar debris to enter waters of the state pursuant to Fish and Game code Section 5652.
- 4.36 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 Avoidance and Minimization**

- 4.37 Environmentally Sensitive Areas. All riparian areas and stream channels beyond the construction limits shall be identified on design plans and in the field as Environmentally Sensitive Areas (ESAs) and shall be off limits to construction equipment and personnel except as specifically authorized in this Agreement.
- 4.38 Minimum Vegetation Removal. Permittee shall limit the disturbance or permanent removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the authorized activity. Permittee shall take precautions to avoid damage to vegetation outside the work area.
- 4.39 Maintain Riparian Vegetation. Permittee shall maintain existing, naturally occurring, riparian vegetative cover (e.g., trees, shrubs, and grasses) in aquatic habitat areas to the maximum extent possible to maintain riparian areas for streambank stabilization, erosion control, stream shading and temperature control, sediment

and chemical filtration, aquatic life support, wildlife support, and to minimize waste discharge.

- 4.40 Preservation of Riparian Roots. In areas of temporary riparian vegetation removal (e.g. equipment or personnel access), Permittee shall trim vegetation to ground level and preserve root masses to the greatest extent possible in order to encourage post-construction resprout.

### **Wildlife Protection and Avoidance**

- 4.41 Designated Biologist. At least 7 days prior to initiating construction activities, Permittee shall submit in writing to CDFW the name, qualifications (academic and professional experience), business name and address, and contact information for a biological monitor (Designated Biologist).
- 4.42 Designated Biologist Authority. To ensure compliance with the measures within the Agreement and this Amendment, the Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with the Agreement or Amendment, and/or to order any reasonable measure to avoid unauthorized take. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with the conditions of approval, including cease-work orders issued by CDFW.
- 4.43 Biological Monitoring for Dewatering. If dewatering of a live stream is necessary, the activity shall be monitored and inspected by the Designated Biologist for aquatic life. The Designated Biologist shall check for stranded aquatic life as the water level in the dewatering area drops and maintain consistent observation until the Designated Biologist has a high degree of confidence that all organisms potentially present in the dewatered area have been accounted for.
- 4.44 Stranded Aquatic Life. During dewatering activities, the Designated Biologist shall check for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern. The Designated Biologist shall be in possession of a valid Scientific Collecting Permit (SCP) for the removal and relocation of any organism during dewatering activities.
- 4.45 Screen According to Existing Standards. In order to prevent impingement, the inlets of any dewatering pumps shall be fitted with fish screens meeting the “fry-size” criteria of CDFW and the National Marine Fisheries Service (NMFS) before water is pumped from dewatering areas.

- 4.46 Pre-Construction Nesting Survey. The Designated Biologist shall conduct a nesting bird survey of the Project area within 14 days of the start of construction. If an active nest is discovered, no construction activities are to occur within 100 feet of the nest. Construction within the buffer may resume once the Designated Biologist has determined that fledging has occurred, and nesting activities have ceased.
- 4.47 Habitat Elements. Permittee shall take measures to minimize disturbance to aquatic and riparian habitat elements such as pools and structures including large wood or vegetation that overhangs the channel.
- 4.48 Leave Wildlife Unharmd. If any wildlife is encountered during the Authorized Activity, Permittee shall not disturb the wildlife and shall allow wildlife to leave the work site unharmed.
- 4.49 Prohibition on Use of Monofilament Netting. Permittee shall only use geotextiles, fiber rolls, and other erosion control measures made of loose-weave mesh (e.g., jute, coconut (coir) fiber, or from other products without welded weaves). To minimize the risk of ensnaring and strangling wildlife, permittee shall not use synthetic (e.g., plastic or nylon) monofilament netting materials for erosion control. This prohibition includes photo- or bio-degradable plastic netting.
- 4.50 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from, or moved within the bed and banks of the stream except as otherwise addressed in this Agreement.
- 4.51 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. If decontamination is not done on site, Permittee shall transport contaminated equipment in sealed plastic bags and keep separate from clean gear. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 4.52 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the project site is discovered during project activities by submitting photos and a completed Suspect Invasive Species Report (available online at: <https://www.wildlife.ca.gov/Conservation/Invasives/Report> ) or emailing the Invasive Species Program at: [invasives@wildlife.ca.gov](mailto:invasives@wildlife.ca.gov). Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

- 4.53 Notification to the California Natural Diversity Database. If any special status species are observed at any time during the project, the Permittee or qualified biologist shall submit observation reporting forms to the CNDDDB within five (5) working days of the sightings. A summary of CNDDDB submissions shall be included with the project completion report in Measure 5.1 below. Forms and instructions for submissions to the CNDDDB may be found at: <http://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.

## **Hazardous Materials and Spills**

- 4.54 Hazardous Substances. Permittee shall ensure that debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement and concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to any life stage of fish and wildlife or their habitat (includes food sources) does not enter the riparian setback or waters of the state, pursuant to Fish and Game code Section 5650. Permittee shall immediately remove any of these materials placed within 150 feet or where they may enter a stream or lake or other waters of the state.
- 4.55 Staging and Storage. Permittee shall not stage or store any equipment, materials, fuels, lubricants, solvents, and hazardous or toxic materials within 150 feet of a stream, where they may enter a stream, or where they have potential to enter a stream, or other waters of the state (e.g. through storm water runoff or percolation).
- 4.56 Toxic Materials. Permittee shall store any hazardous or toxic materials that could be deleterious to aquatic life in accordance with all applicable federal, state, and local laws and ordinances and prevent these materials from contaminating the soil or entering a stream or lake.
- 4.57 Cleanup and Containment. In the case of a spill, Permittee shall immediately notify the California Office of Emergency Services State Warning Center at 1-800-852-7550 and immediately initiate clean-up activities. The Lahontan Regional Water Quality Control Board and Redding CDFW offices shall be notified of clean-up procedures.
- 4.58 Disposal of Concrete Water. Water that has been in contact with uncured concrete shall be contained in a sealed concrete washout facility or other impervious container and shall not be discharged to surface or ground waters.

## **Equipment and Vehicles**

- 4.59 Staging and Refueling. Permittee shall only refuel vehicles or equipment outside a minimum 150-foot setback from the bank of any stream. Spill and containment equipment (e.g., oil spill booms, sorbent pads, etc.) shall be stored onsite at all locations where equipment is used or staged.

- 4.60 Leaks. Permittee shall inspect all equipment using oil, hydraulic fluid, or petroleum products for leaks prior to use and shall monitor equipment for leakage. 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.
- 4.61 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary equipment and vehicles not in use shall be staged outside a minimum 150-foot setback from the bank of any stream. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 4.62 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.

## **5. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, and to ensure a no-net loss of wetland and riparian habitat, Permittee shall implement each measure listed below.

- 5.1 Onsite Riparian Mitigation. To compensate for the permanent loss of riparian habitat incidental to construction of the new bridges, riparian areas that become available resulting from existing bridge removal shall be replanted at a 1:1 ratio.
- 5.2 Mitigation Bank Credits. To compensate for the permanent loss of 0.06 acres of wetland and 0.072 acres of aquatic habitat resulting from construction of the Project, Permittee shall purchase 0.14 acres of emergent marsh creation mitigation bank credits from the Stillwater Plains bank. Proof of credit purchase shall be provided to CDFW prior to the start of construction.

## **6. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 6.1 Project Inspection and Completion Report. The Project shall be inspected by a qualified licensed professional to ensure that the project was constructed as described in the Notification and supplemental materials. A Completion Report shall be prepared following inspection, signed off by the licensed professional, and submitted to CDFW via email within 60 days of completing Project activities and include the following information:
- 1) Construction beginning and end dates
  - 2) An evaluation summary confirming construction consistency with the Project description and/or construction plans and specifications, including the types,



- quantities, dimensions, and locations of all structures, materials, areas of streambed and other ground disturbance, and/or vegetation removal
- 3) Areas of concern which may require continued monitoring
  - 4) Site photographs of such items as culvert inlets and outlets, upstream, downstream, panoramic photos of the entire project site, and areas of vegetation removal and/or ground disturbance as applicable.
- 6.2 Revegetation Annual Report. The Permittee shall submit an annual status report on the monitoring of revegetation to CDFW by January 31 of each year for five (5) years. Success parameters, an overview of the re-vegetation effort, and the methods used to assess success parameters shall also be included. This report shall include the survival, percent cover, and height of both tree and shrub species. Photos from designated photo stations shall be included.
- 6.3 Regional Water Quality Control Board Reports. Permittee shall submit to CDFW via email a copy of each report the Permittee is required to submit to the Regional Water Quality Control Board. The reports shall be submitted to CDFW on the same date the Permittee submits the reports to the Regional Board.

## **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 or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

### To Permittee:

Lassen County Public Works, C/O Dave Ernaga  
707 Nevada Street  
Susanville, CA 96130  
(530) 251-8288  
dernaga@co.lassen.ca.us

### To CDFW:

Department of Fish and Wildlife  
Region 1  
601 Locust Street, Redding CA 96001  
Attn: Lake and Streambed Alteration Program – Matthew Mitchell  
Notification #1600-2020-0193-R1  
matthew.mitchell@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 complying with, or 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 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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (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

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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 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)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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 Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire on December 31, 2024, 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

## **EXHIBITS**

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

A. Notification of Lake or Streambed Alteration and Supplemental Materials

## **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

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be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

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## CONCURRENCE

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

### FOR LASSEN COUNTY PUBLIC WORKS

*Pete C. Hendri, Director*

*10/30/20*

Date

Dave Ernaga

Resident Engineer

### FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

*Adam McKannay*

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Adam McKannay

Interior Cannabis and Conservation Planning  
Supervisor

11/16/2020

Date

Prepared by: Matthew Mitchell  
Environmental Scientist

Date originally sent: July 3, 2020