

FOR CONTRACT NO.: 01-3986U4
PROJECT ID: 0100000151

INFORMATION HANDOUT

WATER QUALITY

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME
NOTIFICATION NO.1600-2010-0500-R2

ENCROACHMENT PERMITS

CITY OF CLEARLAKE
PERMIT APPLICATION

MATERIALS INFORMATION

[SEISMIC REFRACTION SURVEY RESULTS](#)

ROUTE: 01-Lak-53-2.8/7.5



Linda S. Adams
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Valley Region

Katherine Hart, Chair

11020 Sun Center Drive #200, Rancho Cordova, California 95670-6114
Phone (916) 464-3291 • FAX (916) 464-4645
<http://www.waterboards.ca.gov/centralvalley>



Arnold
Schwarzenegger
Governor

24 March 2010

Mike Yancheff
California Department of Transportation
P.O. Box 3700
Eureka, CA 95502

***CLEAN WATER ACT §401 TECHNICALLY CONDITIONED WATER QUALITY
CERTIFICATION AND WASTE DISCHARGE REQUIREMENTS FOR DISCHARGE OF
DREDGED AND/OR FILL MATERIALS; ROADWAY REHABILITATION PROJECT (SR 53)
(WDID#5A17CR00109), LAKE COUNTY***

WATER QUALITY CERTIFICATION STANDARD CONDITIONS:

1. This certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to §13330 of the California Water Code and §3867 of Title 23 of the California Code of Regulations (23 CCR).
2. This certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to 23 CCR subsection 3855(b) and the application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. The validity of any non-denial certification action shall be conditioned upon total payment of the full fee required under 23 CCR §3833, unless otherwise stated in writing by the certifying agency.
4. Certification is valid for the duration of the described project. This certification is no longer valid if the project (as described) is modified, or coverage under Section 404 of the Clean Water Act has expired. The California Dept. of Transportation (Caltrans) shall notify the Central Valley Water Board in writing within 7 days of project completion.

ADDITIONAL TECHNICALLY CONDITIONED CERTIFICATION CONDITIONS:

In addition to the four standard conditions, Caltrans shall satisfy the following:

1. Caltrans shall notify the Central Valley Water Quality Control Board in writing 7 days in advance of the start of any in-water activities.

California Environmental Protection Agency



2. Except for activities permitted by the U.S. Army Corps under §404 of the Clean Water Act, soil, silt, or other organic materials shall not be placed where such materials could pass into surface water or surface water drainage courses.
3. All areas disturbed by project activities shall be protected from washout or erosion.
4. Caltrans shall maintain a copy of this Certification and supporting documentation (Project Information Sheet) at the Project site during construction for review by site personnel and agencies. All personnel (employees, contractors, and subcontractors) performing work on the proposed project shall be adequately informed and trained regarding the conditions of this Certification.
5. An effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working during all phases of construction.
6. All temporarily affected areas will be restored to pre-construction contours and conditions upon completion of construction activities.
7. Caltrans shall perform surface water sampling: 1) When performing any in-water work; 2) In the event that project activities result in any materials reaching surface waters or; 3) When any activities result in the creation of a visible plume in surface waters. The following monitoring shall be conducted immediately upstream out of the influence of the project and 300 feet downstream of the active work area. Sampling results shall be submitted to this office within two weeks of initiation of sampling and every two weeks thereafter. The sampling frequency may be modified for certain projects with written permission from the Central Valley Water Board.

Parameter	Unit	Type of Sample	Frequency of Sample
Turbidity	NTU	Grab	Every 4 hours during in water work
Settleable Material	ml/l	Grab	Same as above.
Visible construction related pollutants	Observations	Visible Inspections	Continuous throughout the construction period

8. Activities shall not cause turbidity increases in surface water to exceed:
 - (a) where natural turbidity is less than 1 Nephelometric Turbidity Units (NTUs), controllable factors shall not cause downstream turbidity to exceed 2 NTU;
 - (b) where natural turbidity is between 1 and 5 NTUs, increases shall not exceed 1 NTU;
 - (c) where natural turbidity is between 5 and 50 NTUs, increases shall not exceed; 20 percent
 - (d) where natural turbidity is between 50 and 100 NTUs, increases shall not exceed 10 NTUs;
 - (e) where natural turbidity is greater than 100 NTUs, increases shall not exceed 10 percent.

Except that these limits will be eased during in-water working periods to allow a turbidity increase of 15 NTU over background turbidity as measured in surface waters 300 feet downstream from the working area. In determining compliance with the above limits, appropriate averaging periods may be applied provided that beneficial uses will be fully protected. Averaging periods may only be assessed by prior permission of the Central Valley Water Board.

9. Activities shall not cause settleable matter to exceed 0.1 ml/l in surface waters as measured in surface waters 300 feet downstream from the project.
10. The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities shall not cause visible oil, grease, or foam in the work area or downstream. Caltrans shall notify the Central Valley Water Board immediately of any spill of petroleum products or other organic or earthen materials.
11. Caltrans shall notify the Central Valley Water Board immediately if the above criteria for turbidity, settleable matter, oil/grease, or foam are exceeded.
12. Caltrans shall comply with all Department of Fish and Game 1600 requirements for the project.
13. Caltrans must obtain coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activities issued by the State Water Resources Control Board for any project disturbing an area of 1 acre or greater.
14. The Conditions in this water quality certification are based on the information in the attached "Project Information." If the information in the attached Project Information is modified or the project changes, this water quality certification is no longer valid until amended by the Central Valley Water Board.
15. In the event of any violation or threatened violation of the conditions of this Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law and section 401 (d) of the federal Clean Water Act. The applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to ensure compliance into this Order.
 - a. If Caltrans or a duly authorized representative of the project fails or refuses to furnish technical or monitoring reports, as required under this Order, or falsifies any information provided in the monitoring reports, the applicant is subject to civil, for each day of violation, or criminal liability.
 - b. In response to a suspected violation of any condition of this Order, the Central Valley Water Board may require Caltrans to furnish, under penalty of perjury, any technical or monitoring reports the Central Valley Water Board deems appropriate, provided that the burden, including cost of the reports, shall be in reasonable

relationship to the need for the reports and the benefits to be obtained from the reports.

- c. Caltrans shall allow the staff(s) of the Central Valley Water Board, or an authorized representative(s), upon the presentation of credentials and other documents, as may be required by law, to enter the project premises for inspection, including taking photographs and securing copies of project-related records, for the purpose of assuring compliance with this certification and determining the ecological success of the project.

ADDITIONAL STORM WATER QUALITY CONDITIONS:

Caltrans shall also satisfy the following additional storm water quality conditions:

1. During the construction phase, Caltrans must employ strategies to minimize erosion and the introduction of pollutants into storm water runoff. These strategies must include the following:
 - (a) the Storm Water Pollution Prevention Plan (SWPPP) must be prepared during the project planning and design phases and implemented, as appropriate, before construction;
 - (b) an effective combination of erosion and sediment control Best Management Practices (BMPs) must be implemented and adequately working prior to the rainy season and during all phases of construction.
2. Caltrans must minimize the short and long-term impacts on receiving water quality from the Roadway Rehabilitation Project (SR 53) by implementing the following post-construction storm water management practices:
 - (a) reduce peak runoff flows;
 - (b) provide treatment BMPs to reduce pollutants in runoff;
 - (c) ensure existing waters of the State (e.g., wetlands, vernal pools, or creeks) are not used as pollutant source controls and/or treatment controls;
 - (d) preserve and, where possible, create or restore areas that provide important water quality benefits, such as riparian corridors, wetlands, and buffer zones;
 - (e) limit disturbances of natural water bodies and natural drainage systems caused by development (including development of roads, highways, and bridges);

REGIONAL WATER QUALITY CONTROL BOARD CONTACT PERSON:

Skyler Anderson, Environmental Scientist
11020 Sun Center Drive #200
Rancho Cordova, California 95670-6114
sanderson@waterboards.ca.gov
(916) 464-4849

WATER QUALITY CERTIFICATION:

I hereby issue an order certifying that any discharge from Caltrans, Roadway Rehabilitation Project State Route 53 (WDID#5A17CR00109) will comply with the applicable provisions of §301 ("Effluent Limitations"), §302 ("Water Quality Related Effluent Limitations"), §303 ("Water Quality Standards and Implementation Plans"), §306 ("National Standards of Performance"), and §307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Resources Control Board Water Quality Order No. 2003-0017 DWQ "Statewide General Waste Discharge Requirements For Dredged Or Fill Discharges That Have Received State Water Quality Certification (General WDRs)".

Except insofar as may be modified by any preceding conditions, all certification actions are contingent on (a) the discharge being limited and all proposed mitigation being completed in strict compliance with Caltrans's project description and the attached Project Information Sheet, and (b) compliance with all applicable requirements of the Central Valley Water Board's Water Quality Control Plan (Basin Plan).


for Pamela C. Creedon
Executive Officer

Enclosure: Project Information

cc: See enclosure, page 8

PROJECT INFORMATION

Application Date: 12 January 2010

Applicant: Mike Yancheff
California Dept. of Transportation
P.O. Box 3700
Eureka, CA 95502

Applicant Representatives: Maureen Doyle
California Dept. of Transportation
703 B Street
Marysville, CA 95901

Project Name: Roadway Rehabilitation Project (SR 53)

Application Number: WDID# 5A17CR00109

U.S. Army Corps File Number: None - Nationwide Permit #23 "nonreporting"

Type of Project: Roadway rehabilitation

Project Location: Sections 2, 3 (Benmore Canyon Quad) and Sections 10, 11, 14, 15, 22, 27 (Lower Lake Quad), Township 13 North, Range 7 West, MDB&M.
Latitude: 38.9500° and Longitude: -122.6232°

County: Lake County

Receiving Water(s) (hydrologic unit): Unnamed tributary of Burns Creek, Sacramento Hydrologic Basin, Cache Creek Hydrologic Unit #513.51, Lower Lake HSA

Water Body Type: Streambed un-vegetated

Designated Beneficial Uses: The Basin Plan for the Central Valley Water Board has designated beneficial uses for surface and ground waters within the region. Beneficial uses that could be impacted by the project include: Municipal and Domestic Water Supply (MUN); Agricultural Supply (AGR); Industrial Supply (IND), Hydropower Generation (POW); Groundwater Recharge, Water Contact Recreation (REC-1); Non-Contact Water Recreation (REC-2); Warm Freshwater Habitat (WARM); Cold Freshwater Habitat (COLD); and Wildlife Habitat (WILD).

Project Description (purpose/goal): Caltrans proposes to rehabilitate the roadway in an effort to improve traffic safety along State Route 53, in Lake County. The project improvements cover approximately four miles and are between the town of Clearlake and the junction with State Route 20. Roadway conditions are deteriorating and starting to fail despite extensive maintenance efforts. The present conditions of the roadway do not meet the expectations of the traveling public. The purpose of the project is to widen SR-53 at the four county road intersections, repair existing pavement, drainage systems, and headwalls to extend the serviceable life of the roadway. The project will permanently impact 526 linear feet and 0.0736

acre of un-vegetated streambed and temporarily impact 239 linear feet and 0.0205 acre of un-vegetated streambed.

Preliminary Water Quality Concerns: Construction activities may impact surface waters with increased turbidity and settleable matter.

Proposed Mitigation to Address Concerns: Caltrans will implement Best Management Practices (BMPs) to control sedimentation and erosion. All temporary affected areas will be restored to pre-construction contours and conditions upon completion of construction activities. Caltrans will conduct turbidity and settleable matter testing during in-water work, stopping work if Basin Plan criteria are exceeded or are observed. In addition, direct impacts to the Valley elderberry longhorned beetle habitat will be avoided through the use of temporary, plastic mesh-type fencing to prevent inadvertent damage to shrub during construction.

Fill/Excavation Area: Approximately 326 cubic yards of fill will be placed into 0.0941 acre/765 linear feet of un-vegetated streambed.

Dredge Volume: None

U.S. Army Corps of Engineers Permit Number: Nationwide Permit #23

Department of Fish and Game Streambed Alteration Agreement: Caltrans applied for a Streambed Alteration Agreement on 7 January 2010.

Possible Listed Species: Valley elderberry longhorned beetle (*Desmocerus californicus dimorphus*)

Status of CEQA Compliance: Caltrans approved the Mitigated Negative Declaration for this project on 30 April 2008 (State Clearinghouse Number 2007042014).

As a Responsible Agency under CEQA, the Central Valley Water Board reviewed the mitigated negative declaration and found that impacts to water quality were less than significant. With regard to the other identified impacts the mitigation measures proposed with respect to them, such measures are within the responsibility and jurisdiction of other public agencies, and not within the jurisdiction of the Central Valley Water Board. Such impacts and mitigation measures do not relate to water quality or related nuisance, and therefore fall outside of the Central Valley Water Board's jurisdiction.

Compensatory Mitigation: Caltrans is required by the U.S. Fish and Wildlife Services (USFWS) to purchase one mitigation credit for Valley elderberry longhorned beetle (VELB) from the Sheridan conservation bank for unavoidable effects to elderberry shrubs during construction.

Application Fee Provided: Total fees of \$5,536 have been submitted to the Central Valley Water Board as required by 23 CCR §3833b (3) (A) and by 23 CCR §2200(e).

DISTRIBUTION LIST

U.S. Army Corp of Engineers
Sacramento District Office
Regulatory Section, Room 1480
1325 J Street
Sacramento, CA 95814-2922

Dave Smith
Wetlands Section Chief (W-3)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

United States Fish & Wildlife Service
Sacramento Fish & Wildlife Office
2800 Cottage Way
Sacramento, CA 95825

Jeff Drongesen
Department of Fish and Game
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670

Bill Orme
State Water Resources Control Board
401 Certification and Wetlands Unit Chief
P.O. Box 100
Sacramento, CA 95814

Bill Jennings
CA Sportfishing Protection Alliance
3536 Rainier Avenue
Stockton, CA 95204

Maureen Doyle
California Dept. of Transportation
703 B Street
Marysville, CA 95901



DEPARTMENT OF FISH AND GAME
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
<http://www.dfg.ca.gov>

“NOTICE OF DETERMINATION”

The Department will file a Notice of Determination for your project. The Notice will be filed with the Office of Planning and Research, as required by CEQA. The Department's compliance with CEQA may be legally challenged for 35 days following the filing of the Notice of Determination.

This completes the Department's agreement process. You may proceed with your project according to the terms and provisions of your Streambed Alteration Agreement if you have obtained all other permits required from local, other State, and Federal agencies.

(1/26/10)

CALIFORNIA DEPARTMENT OF FISH AND GAME

North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900

FISH & GAME REGION 2

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Streambed Alteration Agreement
Notification No. 1600-2010-0005-R2
Burns Valley Creek and un-named ephemeral streams
California Department of Transportation
Lake 53 Roadway Rehabilitation Project

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and California Department of Transportation (Permittee) as represented by Mike Yancheff.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on January 12, 2010 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG 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 Burns Valley Creek and un-named ephemeral streams, in the County of Lake, State of California; near Latitude N 38.9500, Longitude W 122.6232.

PROJECT DESCRIPTION

The project is limited widening State Route 53 at four county road intersections, repair existing pavement, drainage systems, and headwalls to extend the serviceable life of the roadway. Drainage improvements will entail extending and rehabilitating the existing culverts and installing two underdrains. The underdrains will intercept, collect and discharge the ground water away from the roadway. Widening the prism of the roadway to accommodate a wider shoulder will require extending the existing culverts. Culverts will be rehabilitated by lining them with a plastic pipe insert. All approved project activities have been described in the notification to DFG.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include various life stages of fish, other forms of vertebrate and invertebrate aquatic life, amphibians, reptiles and nesting birds and riparian plant species.

The adverse effects the project could have on the fish or wildlife resources identified above include: Loss of natural bed or bank; Change in contour of bed, channel or bank; Channel profile change; Soil compaction or other disturbance; Restriction or increase in sediment transport; Change in Turbidity; Increased sedimentation from adjacent construction; Loss or decline of riparian and/or emergent marsh habitat; Loss or decline of instream channel habitat; Construction pits and trenches that can capture terrestrial organisms; Disruption to nesting birds and other wildlife; and Diversion of flow water from stream activity site or around activity site.

STREAM ZONE DEFINED

All components of a stream, including the channel, bed, banks, and floodplains. The Stream Zone is the land, including vegetation, that bounds a lake or the channel of a stream and that defines the lateral extent of their waters.

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 DFG 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 DFG 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, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Authorized Work. The notification, together with all supporting documents submitted with the notification, is hereby incorporated into this agreement to

describe the location and features of the proposed project. The Permittee agrees that all work shall be done as described in the notification and supporting documents, incorporating all project modifications, wildlife resource protection features, mitigation measures, and provisions as described in this agreement. Where apparent conflicts exist between the notification and the provisions listed in this agreement, the Permittee shall comply with the provisions listed in this agreement. The Permittee further agrees to notify DFG of any modifications made to the project plans submitted to DFG. At the discretion of DFG, this agreement will be amended to accommodate modifications to the project plans submitted to DFG and/or new project activities.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. The time period for completing the work within the stream zone shall be restricted to periods of low stream flow and dry weather and shall be confined to the period of May 15 to October 15. Construction activities shall be timed with awareness of precipitation forecasts and likely increases in stream flow. Construction activities within the stream zone shall cease until all reasonable erosion control measures, inside and outside of the stream zone, have been implemented prior to all storm events. Revegetation, restoration and erosion control work is not confined to this time period.
- 2.2 Work Period Extensions. At DFG's discretion, the work period may be extended based on the extent of the work remaining, on site conditions and reasonably anticipated future conditions. If the Permittee finds more time is needed to complete the authorized activity, the Permittee shall submit a written request for a work period time extension to DFG. The work period extension request shall provide the following information: 1) Describe the extent of work already completed; 2) Provide specific detail of the activities that remain to be completed within the stream zone; and 3) Detail the actual time required to complete each of the remaining activities within the stream zone. The work period extension request should consider the effects of increased stream conditions, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Photographs of the work completed and the proposed work areas are helpful in assisting DFG in its evaluation. Time extensions are issued at the discretion of DFG. DFG will have ten calendar days to approve the proposed work period extension. DFG reserves the right to require additional measures designed to protect natural resources.
- 2.3 Stream Diversions / Dewatering. If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipe's or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all

times be allowed to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code section 5937. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation.

- 2.4 Bird Nests. It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the Fish and Game Code. No trees that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative.
- 2.5 Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Except for the trees specifically identified for removal in the notification, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a Department representative. Using hand tools (clippers, chain saw, etc.), trees may be trimmed to the extent necessary to gain access to the work sites. All cleared material/vegetation shall be removed out of the riparian/stream zone.
- 2.6 Sediment Control. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.
- 2.7 Pollution Control. Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas have proper spill clean up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. 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. Any of these materials, placed within or where they may enter a stream or lake by the Applicant or any party working under contract or with the permission of the Permittee, shall be removed immediately. DFG shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

3. Compensatory Measures

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

- 3.1 Site Restoration. 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 using locally native grass seeds, locally native grass plugs and/or a mix of quick growing sterile non-native grass with locally native grass seeds. Seeded areas shall be covered with broadcast straw and/or jute netted (monofilament erosion blankets are not authorized).

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 The Permittee shall notify DFG within two working days of beginning work within the stream zone of Burns Valley Creek and un-named ephemeral streams. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 4.2 Upon completion of the project activities described in this agreement, the work area within the stream zone shall be digitally photographed. Photographs shall be submitted to DFG within two days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that Permittee or DFG 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 DFG specifies by written notice to the other. Refer to the project's Notification Number when submitting documents to DFG.

To Permittee:

California Department of Transportation
Mike Yancheff
1656 Union Street
Eureka, CA 95501

707-441-5733

To DFG:

Department of Fish and Game
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program – Gary L. Hobgood
Notification #1600-2010-0005 R2
Fax: 916-358-2912
ghobgood@dfg.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 DFG'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

DFG 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 DFG 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 DFG 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 DFG to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes DFG 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 DFG'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).

The Permittee shall notify DFG where conflicts exist between the provisions of this agreement and those imposed by other regulatory agencies. Unless otherwise notified, the Permittee shall comply with the provision that offers the greatest protection to water quality, species of special concern and/or critical habitat.

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

DFG may amend the Agreement at any time during its term if DFG 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 DFG and Permittee. To request an amendment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in DFG'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 DFG 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 DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG'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 DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG 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 DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG 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.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on December 31, 2014, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

**FOR CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

Mike Yancheff

Mike Yancheff
Project Manager

16-March-2010
Date

FOR DEPARTMENT OF FISH AND GAME

Kent Smith

Kent Smith
Acting Regional Manager

3/22/10
Date

Prepared by: Gary L. Hobgood
Staff Environmental Scientist



State of California – The Resources Agency

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF FISH AND GAME

<http://www.dfg.ca.gov>

Northern Region
601 Locust Street
Redding, California 96001
(530) 225-2367

RECEIVED

MAR 30 2009



NOTIFICATION NO. R1-08-0500
(5 encroachments)

D. F. G. – EUREKA

Page 1 of 6

AGREEMENT REGARDING PROPOSED LAKE OR STREAMBED ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called DFG, and **Mr. Richard Mullen, representing California Department of Transportation (Caltrans)**, hereinafter jointly and severally called the Entity (Responsible Party), is as follows:

WHEREAS, pursuant to Division 2, Chapter 6 of California Fish and Game Code (Code), the Responsible Party, on **September 19, 2008**, notified DFG of the intention to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed of, the following waters: **Unnamed tributaries to the Klamath River, tributary to the Pacific Ocean**, in the County of **Humboldt**. These waters are located in **sections 10 and 11, Township 9 North, Range 4 East, Humboldt Base and Meridian**, in the **Weitchpec U.S. Geological Survey 7.5-minute quadrangle**.

WHEREAS, DFG has determined that without implementation of the conditions contained within this Agreement, such operations may substantially adversely affect existing fish and wildlife resources including, but not limited to: non-game and game fishes, amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

THEREFORE, DFG hereby proposes measures to protect fish and wildlife resources during the Responsible Party's work. The Responsible Party hereby agrees to accept and conduct all activities in accordance with the following:

ADMINISTRATIVE PROVISIONS:

- 1) If the Responsible Party's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to DFG. Failure to comply with the provisions of this Agreement and with other pertinent Code sections, including but not limited to Code sections 5650, 5652, 5901, 5937, and 5948, may result in prosecution.
- 2) Nothing in this Agreement authorizes the Responsible Party to trespass on any land or property, nor does it relieve the Responsible Party of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute DFG endorsement of the proposed operation, or assure DFG's concurrence with permits required from other agencies.
- 3) The provisions contained in this Agreement constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Responsible Party is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Code sections 1600 *et seq.*

- 4) In accordance with Code section 1605, the Responsible Party may request one extension of this Agreement, provided that the request is made in writing prior to the expiration of its original term. DFG shall grant the extension if the appropriate extension fee is paid unless it determines that the Agreement requires modification because the measures contained in the Agreement no longer protect the fish and wildlife resources that the activity may substantially adversely affect. If the Responsible Party fails to request the extension prior to the Agreement's termination then the Responsible Party shall submit a new notification with fees and required information to DFG. Any activity conducted under an expired Agreement is a violation of Code section 1600 *et seq.*
- 5) The Responsible Party shall provide a copy of this Agreement to all contractors, subcontractors, and the Responsible Party's project supervisors. Copies of the Agreement and any amendment thereto shall be readily available at work sites at all times during periods of active work and must be presented to any DFG personnel, or personnel from another agency upon demand.
- 6) DFG reserves the right to enter the project site at any time to ensure compliance with measures and/or monitoring of this agreement, provided DFG: a) provides 24 hours advance notice; and b) allows the Responsible Party or representatives to participate in the inspection and/or monitoring. This condition does not apply to DFG enforcement personnel.
- 7) All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination are agreed to in writing by both parties. Mutually-approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.
- 8) It is understood DFG will enter into this Agreement for purposes of establishing protective features for fish and wildlife. The decision to proceed with the project is the sole responsibility of the Responsible Party. It is further agreed all liability and/or incurred cost related to or arising out of the Responsible Party's project and the fish and wildlife protective measures of this Agreement, remain the sole responsibility of the Responsible Party. The Responsible Party agrees to hold harmless the State of California and DFG against any related claim made by any party or parties for personal injury or any other damages.
- 9) This Agreement is not intended as an approval of a project or of specific project features by DFG. Independent review and recommendations will be provided by DFG as appropriate on those projects where local, state, or federal permits or other environmental reports are required.
- 10) Suspension and Cancellation. DFG may suspend or cancel this Agreement if DFG determines that circumstances warrant suspension or cancellation. The circumstances that might warrant suspension or cancellation include, but are not limited to, the following:
- a) Failure by the Responsible Party, or his/her employees, agents, representatives, contractors, and/or subcontractors, to comply with any of the terms and measures of this Agreement.
 - b) DFG determines that the information the Responsible Party provided to DFG to develop this Agreement, or the information contained in a notification, is incomplete or inaccurate.
 - c) DFG obtains new information that shows the work authorized by this Agreement could substantially adversely affect fish and wildlife resources, notwithstanding Responsible Party's compliance with the Agreement.

- d) DFG determines that measures to protect fish and wildlife resources different from those included in this Agreement are necessary to protect those resources.
- e) There is a substantial change in conditions. For purposes of this Agreement, "substantial change in conditions" shall mean one or more of the following: 1) the work described in this Agreement is substantially changed; 2) conditions affecting fish and wildlife resources substantially change; and/or 3) the work conducted under this Agreement have adversely affected, or will adversely affect, fish and wildlife resources, notwithstanding that Responsible Party has complied, or will comply with, the terms and measures of this Agreement.

Scope of Suspension. At the discretion of DFG, any action to suspend this Agreement may be limited in scope to address the specific problem or problems resulting in the suspension. Hence, DFG may limit the suspension to specified work or specified areas. DFG shall notify Responsible Party of any suspension of the Agreement, or any part thereof, in writing. Any suspension shall take effect immediately upon receipt of such notice by Responsible Party, or in accordance with the instructions contained in the notice. Such notice will identify the reason or reasons for the suspension, the actions necessary to correct the problem, and the scope of the suspension.

Reinstatement Following Suspension. DFG may lift any suspension when it has determined that Responsible Party has adequately addressed the problem or problems resulting in the suspension and that reinstatement of the Agreement will not cause harm to fish and wildlife resources.

Other Laws Regarding Habitat and Species Protection.

11) No direct or indirect impacts shall occur to any threatened or endangered species as a result of implementing the project or the project's activities. If any threatened or endangered species could be impacted by the work proposed, the Responsible Party shall obtain the required state and federal permits. This Agreement does not authorize the take of any federal or state threatened or endangered species.

12) The California Endangered Species Act (CESA) (Code Sections 2050 to 2097) is administered by DFG and prohibits the take of plant and animal species designated by the Fish and Game Commission as either threatened or endangered in the state of California.

13) If the project could result in the "take" of a state listed threatened or endangered species, the Responsible Party has the responsibility to obtain from DFG, a California Endangered Species Act Permit (CESA 2081 Permit). DFG may formulate a management plan that will avoid or mitigate take. If appropriate, contact the DFG CESA coordinator at (530) 225-2300.

14) 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 your project needs a permit from the Corps, you will also need to obtain a Water Quality Certification pursuant to Section 404 of the Federal Clean Water Act from the Regional Water Quality Control Board (Regional Water Board). In addition, if your 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

NOTIFICATION NO. R1-08-0500

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project meeting the above limitations, the Responsible Party 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 Responsible Party 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 Responsible Party 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.

15) The Responsible Party may have certain other responsibilities pursuant to the Federal Endangered Species Act resulting in mitigative project features required by the U.S. Fish and Wildlife Service and/or National Marine Fisheries Service.

16) The Responsible Party shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Responsible Party to ensure compliance.

OPERATIONAL PROVISIONS

NOTIFICATION MATERIALS AND PROJECT DESCRIPTION:

17) The Responsible Party's notification (notification of lake or streambed alteration, received September 19, 2008) together with all maps, plans, photographs, drawings, and all other supporting documents submitted with notification to describe the activity, are hereby incorporated by reference into this Agreement. Responsible Party shall conduct project activities within the work areas and using the mitigative features described in the notification and supporting documents, unless such project activities, work areas or mitigative features are modified by the provisions of this Agreement, in which case the activities shall be conducted as described in this Agreement.

18) The work under this Agreement is limited to *culvert maintenance activities on Highway 96 at five locations (post miles 23.09, 23.11, 23.13, 23.17, and 23.81)*. *Activities include but are not limited to culvert replacement, rock energy dissipater placement, and down drain installation.*

PROJECT TIMING AND COORDINATION:

19) The Responsible Party shall contact DFG 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. The Responsible Party shall contact DFG within thirty days of completion of the work permitted by this Agreement. Information to be disclosed shall include Agreement number.

20) All work shall be confined to the period June 15 through October 31 of each year.

GENERAL CONDITIONS FOR ALL ENCROACHMENTS

21) Equipment shall not operate in a live (flowing) stream or wetted channel except as may be necessary to construct and remove in-stream structures to catch and contain water (i.e. cofferdams) to divert stream flow and isolate the work site, or as otherwise specifically provided for in this Agreement.

22) No fill material shall be placed within a stream except as specified in this Agreement. Pit-run rock may be used as bedding material for permanent culverts. No native fill shall be placed in a live stream. Any fill material used shall be placed and/or removed in such a manner that it shall cause no sediment discharge or siltation in the stream.

23) Adequate and effective erosion and siltation control measures shall be used to prevent sediment or turbid or silt-laden water from entering streams. Where needed, the Responsible Party shall use native vegetation or other treatments including jute netting, straw wattles, and geotextiles to protect and stabilize soils.

24) All bare mineral soil exposed in conjunction with crossing construction, deconstruction, maintenance or repair, shall be treated for erosion prior to the onset of precipitation capable of generating run-off or the end of the yearly work period, whichever comes first. Restoration shall include the seeding and mulching of all bare mineral soil exposed in conjunction with encroachment work. Erosion control shall consist of at least 2 to 4 inches straw mulch and 100 lbs/acre equivalent barley seed. No annual, or Italian, ryegrass (*Lolium multiflorum*) shall be used.

25) Encroachments and associated structures, fills, and other exposed soils shall be armored as needed to protect fill, abutments, and the stream channel and banks from erosion. Armoring shall be comprised of rock riprap, large woody debris (LWD), or other non-polluting materials and shall be constructed to remain in place during periods of high flow events. When used on permanent culverts, armoring shall extend at least as high as the top of the culvert, and shall prevent bank erosion by extending a sufficient distance upstream and downstream along the banks.

26) Encroachments shall be constructed, deconstructed, and maintained in a manner that minimizes to the extent feasible headcutting or downcutting of the stream channel by installing grade control such as riprap, woody debris, or through other effective measures.

27) Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations.

28) The Responsible Party shall provide site maintenance including, but not limited to, re-applying erosion control to minimize surface erosion and ensuring drainage structures, streambeds and banks remain sufficiently armored and/or stable.

29) Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the ordinary high water mark before such flows occur or the end of the yearly work period, whichever comes first.

30) Refueling of equipment and vehicles and storing, adding or draining lubricants, coolants or hydraulic fluids shall not take place within riparian areas or within stream beds, banks or channels. All such fluids and containers shall be disposed of properly. Heavy equipment including water drafting trucks parked within riparian areas or streambeds, banks or channels shall use drip pans or other devices (i.e., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.

31) No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into Waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area.

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SITE-SPECIFIC CONDITIONS

32) At Post Mile 23.17, the channelized stream reach below the Highway 96 culvert outlet, downstream to the fenced in utility vault, shall be armored with appropriately sized rock.

33) All rock energy dissipaters installed below culvert outlets shall be constructed of rock able to resist scour and displacement during high flow events.

34) No mature trees within the riparian zone of any site shall be removed.

This Agreement becomes effective on the date of DFG's signature and terminates 5 years from the effective date.

CONCURRENCE

RESPONSIBLE PARTY

CALIFORNIA DEPARTMENT OF FISH AND GAME

Richard Mullin
(Signature)

Mark Stopher
for Mark Stopher
Habitat Conservation Program Manager
Northern Region

RICHARD MULLIN
(Print Name)

4/2/09
(Date)

PROJECT MANAGER / CALTRANS
(Title/Organization)

3-24-09
(Date)

Prepared by: Environmental Scientist Scott Bauer, December 10, 2008

Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the City of Clearlake, its agents, volunteers and employees from and against any and all liability actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee performing the work associated with the Encroachment Permit, whether or not there is concurrent negligence on the part of the city, but excluding liability due to the sole active negligence or sole willful misconduct of the City.

IT IS HEREBY UNDERSTOOD BY PERMITTEE THAT THE DEPOSIT FOR CITY INSPECTION SERVICES COULD POSSIBLY RESULT IN AN UNDERPAYMENT OR OVERPAYMENT OF SAID SERVICES UNDER THE CITY OF CLEARLAKE'S COST RECOVERY PROGRAM. YOUR SIGNATURE BELOW ACKNOWLEDGES THAT YOU UNDERSTAND AND AGREE TO PAY ANY ADDITIONAL AMOUNT DUE, IF APPLICABLE.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH AND SUBJECT TO THIS PERMIT'S TERMS AND CONDITIONS INCLUDING THE CITY OF CLEARLAKE STANDARD RULES AND REGULATIONS FOR ENCROACHMENT/TRENCHING PERMITS (2001 REVISED), THE STATE VEHICLE CODE, THE STATE STREETS AND HIGHWAYS CODE AND IS SUBJECT TO INSPECTION AND APPROVAL.

 Permittee Signature Date: _____ Approved By: _____ Date: _____
 City Engineering Department Representative

 Permittee Name (Printed)

FOR OFFICE USE ONLY

This permit is to be strictly construed and no other work other than specifically mentioned is authorized hereby. Whenever the City Engineer concludes that persons performing encroachment work are not complying with the provisions, conditions, rules & regulations of this permit, the City Engineer may revoke this permit and add additional requirements before reissuing an amended permit. Subject to all the terms, conditions, restrictions, rules and regulations written hereon or attached hereto, permission is hereby granted Permittee to:

- Attach: Special Provisions
 Permittee Plans
 Signing Diagram
 Standard Rules, Regulations & Conditions
 Standard Drawings
 OTHER _____

 Inspected and Approved By

 Inspection Date

- EXCAVATE IN PAVING EXCAVATE OFF PAVEMENT (DIRT OR SHOULDER)
 BORE XING

CITY OF CLEARLAKE ENCROACHMENT PERMIT REQUIREMENTS

TO: Persons Applying for Encroachment Permits

The City of Clearlake requires an Encroachment Permit for all work being done in the public right-of-way. The City has specific requirements with respect to the processing of Encroachment Permits. The City requires the payment of three separate fees as part of the Encroachment Permit process.

FEES MUST BE PAID AT TIME OF PERMIT ISSUANCE

1. **PLAN CHECK FEE** -- Fee to reimburse City staff costs to review application and any accompanying plans
2. **INSPECTION FEE** -- Fee to reimburse City staff costs to perform field inspection of improvements being placed under Encroachment Permit
3. **ISSUANCE FEE** -- Fee to reimburse City staff costs to process and file permit and accompanying bonds and insurance.

Attached you will find an Encroachment Permit form that must be completed. The applicant shall complete only the area indicated. The following information must be submitted along with the application.

Always Required

1. Three sets of plans showing the proposed improvements including drainage to public system.
2. An insurance certificate for \$1,000,000 general liability. See attached requirements.
3. Your insurance company policy endorsement naming the City of Clearlake as an insured.
4. Proof of Workman's Compensation insurance as required by the State of California.
5. All permanent property monumentation disturbed in the construction of encroachment permit improvement shall be replaced by licensed land surveyor.

May Be Required

6. An Engineer's/Contractor's estimate for work within the public right-of-way. The estimate shall be based on general prevailing wage rates.
7. Performance bond, cashier's check, cash or a letter of credit in the amount of 100% of the work within the public right-of-way. The minimum amount of the bond shall be \$5,000. The bond shall be on the City standard Encroachment Permit Bond form attached. If another type of security is used, the property owner shall enter into a security agreement with the City. Note: A performance bond is not required for driveway-only encroachments.
8. CAL-OSHA trench permit for excavating in excess of 5 feet in depth, if required.

No fees are required at the time of permit application. The City shall review the required information, determine the conditions of permit issuance, the permit fee, and determine whether any additional information is required. The applicant shall be notified of the fees required once the permit is ready for issuance.

If the work encompassed on the permit requires inspection, the applicant shall notify the City of Clearlake 48 hours prior to the time of inspection. These inspections can be scheduled by calling 994-8201.

INSURANCE REQUIREMENTS

The applicant will be responsible for providing certificate(s) of liability insurance and a dated and signed copy(s) of specific endorsements.

Applicant shall obtain insurance acceptable to the City of Clearlake from a company or companies acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time the Applicant submits a completed application for permit. The required documentation consists of the following:

1. Certificate(s) of liability insurance showing the limits of insurance as required hereinafter. Applicant shall take out and maintain at all times during the life of the permit, personal injury and property damage insurance on all activities of Applicant arising out of or in connection with this permit, written on a Comprehensive General Liability form including, but not limited to, Applicant's activity, contractual coverage, contractor's protective (if applicable) and auto in an amount no less than \$1,000,000 Combined Single Limit Personal Injury and Property Damage for each occurrence.
2. A dated and signed copy of the specified endorsement(s) for each policy. The endorsement(s) shall be on a City form.

BONDING REQUIREMENTS

The applicant shall be required to post a bond (unless the applicant is using a cashier's check or letter of credit in lieu of a bond), using the City's Encroachment Permit Bond form, attached. No substitutions for this form shall be accepted. The bond shall be for 100% of the work within the right-of-way as shown on the approved Engineer's/Contractor's Estimate, however, in no case shall it be less than \$5,000.

The City does not require a performance bond for a driveway-only encroachment permit.

PERMIT EXPIRATION

The permit will expire one (1) year from the date issued. If permitted work is not finished prior to the expiration date, a new permit application must be processed.

CONFORMANCE WITH STANDARD RULES AND REGULATIONS

All information provided herein is a summary of information provided in the current Standard Rules and Regulations for Encroachment/Trenching Permits. By signing the application, the Applicant agrees that all work shall be performed in accordance with these Standard Rules and Regulations and City of Clearlake Design Standards. A copy of the Standard Rules and Regulations is available upon request.

ENCROACHMENT PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ ("Contractor/Principal") entered into a certain contract ("Contract") to install _____ ("Project") with the CITY OF CLEARLAKE ("City") right of way at _____, and

WHEREAS, the work to be performed by the Contractor/Principal is more particularly set forth in the encroachment permit ("Permit") issued for the Project, the terms and conditions of which Permit are expressly incorporated herein by reference, which Permit requirements include but are not limited to, compliance with the applicable City of Clearlake Standard Rules and Regulations for Encroachment/Trenching Permits; and

WHEREAS, the Contractor/Principal is required by said Permit to perform the terms thereof and to furnish a bond for the faithful performance of said Permit.

NOW, THEREFORE, we, _____, the undersigned Contractor/Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the penal sum of _____ DOLLARS, (\$ _____), we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bonded Contractor/Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Permit and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall indemnify and save harmless the City, its officers and agents from all costs and damages which City may suffer by reason of failure of the Contractor/Principal to satisfy the Permit requirements, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

Whenever Contractor/Principal shall be, and is declared by the City to be, in violation of the Permit, the City having performed the City's obligations there under, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

- (1) Take over and satisfy the Permit requirements in accordance with its terms and conditions; or
- (2) Obtain bids or proposals for compliance with the Permit requirements in accordance with its terms and conditions and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the costs of compliance with the Permit, including other costs and damages for which Surety may be liable hereunder.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in complying with the Permit nor shall Surety accept a bid from Contractor/Principal for completion of the any work required to comply with the Permit, if the City, when declaring the Contractor/Principal in default, notifies Surety of the City's objection to Contractor's Principal's further participation in the completion of the work.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the contract documents accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Permit.

Nothing herein shall limit the City's rights or Surety's obligations under the Contract, law or in equity, including, but not limited to, California Code of Civil Procedure section 337.15.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 200_.

Contractor/Principal

By:

President

Surety

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged, \$ _____.

(The above must be filled in by corporate surety.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this ____ day of _____, in the year _____,
before me, _____, a Notary Public in
and for said state, personally appeared
_____, known to me (or proved to be
on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument as the Attorney-in-Fact of the
_____ (surety) and acknowledged to me
that he subscribed the name of the
_____ (surety) thereto and his own
name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires _____.

Memorandum

*Flex your power!
Be energy efficient!*

To: MR. CHARLES OLSON
Senior Transportation Engineer
North Region Design South

Date: November 2, 2009

File: 01-LAK-53 PM 2.9/7.45

Ea: 01-398601

Attn: Patrice Stafford

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

Subject: Seismic Refraction Survey Results

Per your request Geotechnical Services has conducted seismic refraction lines for a rippability study for proposed cuts to be completed along State Route 53 in Lake County, California. A Preliminary Geotechnical Report (PGR) was completed for this project on August 13, 1999, and provided to North Region Advance Planning. At the time of the PGR and this report it is proposed to rehabilitate and widen the existing highway to provide 8 foot shoulder widths, incorporate turn pockets at intersections and complete drainage improvements. The widening is proposed to be completed utilizing both cuts and fills throughout the project limits. Per project layouts and cross-sections dated April 2008 provided by District Design all proposed cuts will be 2:1 (H:V) or flatter. Within the PGR it was noted that some bedrock outcrops particularly in the northern portions of the project limits are comprised of Clear Lake Volcanics (basalt and/or pyroclastic deposits). At the time of the PGR it was the opinion of the investigator that all excavations could be completed utilizing conventional excavation techniques. A subsequent field review was completed by representatives of the Office of Geotechnical Design North during July 2009. Based on our observations in the field it was recommended that a rippability studies be completed at select cut locations to determine if non-rippable material maybe encountered within the varying geologic deposits.

Based upon the recommendations from the Office of Geotechnical Design North seismic refraction surveys were preformed during October 2009 at the following cut locations.

Approximate Project Station	Highway Side
203+00 to 205+00	Both East and West sides
338+00 to 340+00	Both East and West sides
352+00 to 354+00	Both East and West sides
378+00 to 392+00	West Side

Results from the surveys were utilized to determine potential rippability for these and cuts adjacent to the areas where the surveys were performed.

In summary the rippability report indicates that difficult rippable to non-rippable material was encountered in all the cuts surveyed at varying depths from 1 to 32 feet beneath the existing ground surface.

Attached is the report indicating the results of the seismic refraction lines for this rippability study. It is recommended that a copy of this report be provided as a materials handout to contractors that may bid on this project.

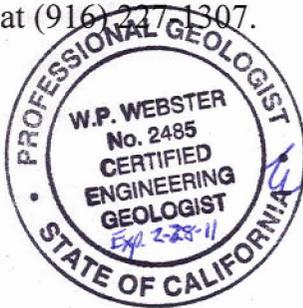
Based on the results of the surveys, it is the Office of Geotechnical Design North's opinion that all proposed cuts between project station 335+00 and the northern end of the project limits and any proposed cut(s) between project stations 195+00 to 210+00 will require some hard rock excavation to complete. Hard rock excavation should be considered either the removal of intact bedrock from excavation or the reduction of oversized rock blocks encountered in an excavation that require reduction to a workable size. Hard rock excavation is typically completed utilizing one of the following methods, chemical expanders, hoe-rams, hydraulic splitters and blasting. It is our experience that blasting is typically the most cost effective and expedient method for removal of hard rock in excavation. Contractors maybe aware of other methods to complete removal of hard rock that could be utilized for this project and may bid the project utilizing methods other than mentioned above.

Should the District elect to allow blasting as an option for hard rock removal on this project we recommend that SSP 19-706 "Rock Excavation (Controlled Blasting) General" be utilized in the project specifications, this is due to the proximity of the existing residential structures, highway structures and anticipated underground utilities near the proposed cut(s) where blasting may be utilized.

Charles Olson
November 2, 2009
Page 3

01-LAK-53 PM 2.9/7.45
01-398601

If you have any questions or comments, please call me at (916) 227-1041 or Dennison Leeds at (916) 227-1307.



William Webster

WILLIAM WEBSTER - CEG
Engineering Geologist
Geotechnical Design – North

Attachments

c: DouglasBrittsan
CharlieNarwold
ToniaGerard
OGDN File
GS File

Memorandum

*Flex your power!
Be energy efficient*

To: Douglas Brittsan
Senior Transportation Engineer
Geotechnical Design North
Division of Engineering Services

Date: October 27, 2009

File: LAK_53_2.9_7.45
EA: 01 398601

From: DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
GEOTECHNICAL SERVICES-MS#5

Attention: Bill Webster

Subject: Route 53 Rehabilitation Project

Introduction

This memo documents the results of a refraction seismic survey to assist in the design of roadway improvements for Highway 53 between PM 2.9 to 7.45. The seismic refraction survey was employed to determine the rippability of the existing embankments, several of which are through cuts. Nine refraction profiles were surveyed. Figures 1-4 show the approximate locations of the seismic lines. Elevations in this report are derived from Global Positioning System (GPS) measurements and compared with project plans. The intent is to use the existing roadway elevation as a datum at each location. Heavy tree canopy prohibited collection of elevation data for Line 537.

Results and Discussion

The material investigated in this study consists of various volcanic products of the Clear Lake volcanic field (2.1 million to 10,000 years old). Seismic lines were positioned as requested by the project geologist. Some adjustments were made based on field observations and the geometry of each site.

One through cut (near PM 5.0) was excluded from the seismic refraction investigation (see Table 1). A site walk showed this cut is part of a locally extensive, poorly vegetated (i.e., annual grasses, no trees or brush) volcanic tableland or plain consisting of water-deposited volcanic ash and volcanic product. The slopes of the through cut were laid back relative to more rocky cuts in the area, and local slope failures were noted on the cut face. Investigation of the cut face showed light colored soil and soil-like material (derived from volcanic ash), possible cross-bedding [poorly exposed], and horizontal layers of apparent water deposited ash and related volcanic product (i.e., subrounded volcanic clasts deposited in layers, laminar bedding of ash, and low grade apparent water-deposited tuff exposed at road grade). Since tuff hardens with exposure, tuff outcrops were tested with a rock hammer for excavation potential. All exposures tested were hand-rippable. In-situ sections of tuff are expected to be softer than the hardened, exposed sections. Based on observations, this material is rippable, and the final slope design should mitigate slope failure in this soil-like material.

The area near PM 3, investigated by lines 536, 537 (RTE 53 east side) and 538 (RTE 53 west side) is not similar to other areas investigated. This material appears to be a volcanic debris flow, as suggested by large volcanic blocks (up to 10 ft where observed) with rounded edges, apparently supported by a matrix of soil-like material. Occasional large areas of soil-like matrix between the volcanic blocks were noted. The area immediately to the south of Line 538 (west side RTE 53) appears prone to slope failure, as suggested by the laid back slope compared to adjacent cuts. In addition, large blocks exposed on the slope suggest the matrix is prone to erosion. It appears this area was remediated by over excavation, laying the slope back to the Caltrans right-of-way. As the geology appears similar on both sides of the cut, the final slope design in this area should compensate for possible slope failure of this blocky material.

The presence of unrippable volcanic blocks that will require reduction should be anticipated, especially in the area near post mile 3. Previous blasting during road construction was noted at road grade at lines 531 and 532, and blasting should be anticipated during construction in these areas. These unrippable areas are noted on Table 1.

Data Acquisition and Processing

Seismic refraction data were recorded using an EG&G Smartseis 24channel seismograph with 14 Hz geophones. The profiles varied in length. The energy source employed was a hammer and striker plate or a seismic gun using 8 gauge, 500 grain black powder blanks. Refraction data from each shot were stored in the seismograph's memory. Both profile geometry and refraction data were backed-up to paper and floppy disk upon completion of the survey.

Profiles in this report are presented in terms of velocity units. A velocity unit is a three-dimensional unit, which due to its elastic properties and density, propagates seismic waves at a characteristic velocity or within a characteristic velocity range. Velocities denoted in this report and in the seismic refraction sections are expressed in feet per second. At least one velocity is present within a geological rock unit. In addition, each zone of weathering, or fracturing within that geological unit can constitute its own velocity unit. Conversely, when two rock units such as water saturated gravel and moderately weathered rock propagate seismic waves at the same velocity and are adjacent to each other, both units would be part of the same velocity unit. Lastly, discontinuous velocities might result from variation in the degree of alteration in the form of physical and chemical weathering and should be considered in the interpretation of the data.

TABLE 1

Line	Layer	Average Thickness (ft.)	Average Velocity (ft/s)	Approx. Post Mile	Line Length(ft)	Inferred Material	Rippability
531	1	2.0	1929	6.5_6.6 W/S	182.0	Colluvium/Rubble	ER
531	2	22.0	3997			Weathered volcanic debris in soil-like matrix	MD
531	3	N/A	7719			Volcanics, fractured to massive. (continues to	NR

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							Line 532)	
532	1	1.50	1792	6.5_6.6 E/S	123.0	Rocky Colluvium	ER	
532	2	22.0	3032			Weathered volcanic debris in soil-like matrix	ER	
532	3	N/A	9923			Volcanic rock	NR	
533	1	4.0	1240	7.07 E/S	243	Soil, derived from volcanic ash (light color)	ER	
533	2	28.0	2894			Soil-like material, coarser-grained and darker than above	ER	
533	3	N/A	6341			Volcanics, fractured to massive	DR	
534	1	3.0	1654	6.3-6.4 W/S	123.0	Colluvium/Rubble	ER	
534	2	5.0	3308			Blocky volcanics, with light colored volcanic matrix	ER	
534	3	N/A	6203			Volcanics, fractured to massive (continues to Line 535)	DR	
535	1	1.50	2757	6.3-6.4 E/S.	123.0	Colluvium/Rubble	ER	
535	2	5.0	4824			Blocky volcanics, with light colored volcanic matrix	MD	
535	3	N/A	6065			Volcanics, fractured to massive	DR	
536	1	13.0	2481	E/S near Hayes Ave., near PM 3.78	162.0	Volcanic debris in soil-like matrix.	ER	
536	2	N/A	5100			Same as above, possibly grading to fractured volcanics	DR	
537	1	4.50	1792	E/S near Hayes Ave., near PM 3.78	162.0	Volcanic debris in soil-like matrix.	ER	
537	2	14.0	4411			Same as above, possibly grading to volcanics, fractured	MD	
537	3	N/A	8822			Volcanic rock	NR	
538	1	1.0	1516	3.78 W/S	123.0	Volcanic debris in soil-like matrix.	ER	
538	2	12.5	4962			Same as above, possibly grading to volcanics, fractured	DR	
538	3	N/A	8408			Volcanic rock	NR	

539	1	3.0	2067	7.07 W/S	123.0	Soil and soil-like material	ER
539	2	14.0	3584			Volcanics, fractured	MD
539	3	N/A	5238			Volcanic rock, possibly fractured)	DR

ER = Easily Ripped, MD = Moderately Difficult, DR = Difficult Ripping, NR = Not Rippable,

Ripping ability is based on unpublished Caltrans data for a Caterpillar D9 series bulldozer with a single-tooth ripper. These values are as follows:

Velocity (ft/s)

<3445
3445-4921
4921-6562
>6562

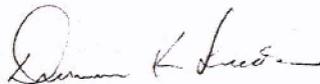
Rippability

Easily Ripped
Moderately Difficult
Difficult Ripping
Not Rippable

Different excavation equipment may experience different results. Penetrating efficacy of the ripping tooth is often more important in predicting ripping success than seismic velocity alone. Undetected blocks or lenses of high-velocity material may also be present within rippable zones, requiring blasting or other means of mechanical breakage for excavation.

Thank you for the opportunity to work on this project. If you have any questions or need additional assistance, please contact me at (916) 227-1307 or Mr. Bill Owen at (916) 227-0227.

Report by:



Dennison Leeds
Engineering Geologist
Geophysics and Geology Branch

Reviewed By:

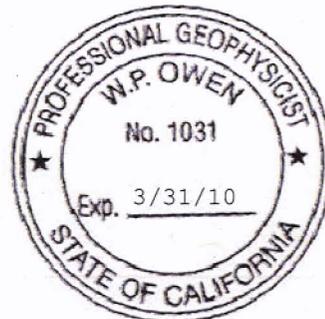


William Owen, CEG 1735
Chief, Geophysics and Geology Branch

Project File.

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CALTRANS
 Division of Engineering
 Services
 Geophysics and Geology

EA: 01-398600

Date: October 23 2009

LINES-531 and 532

Fig. No.1

01-LAK-53 PM 2.9_7.45
 RIPPARILITY INVESTIGATION



Fig. No.2

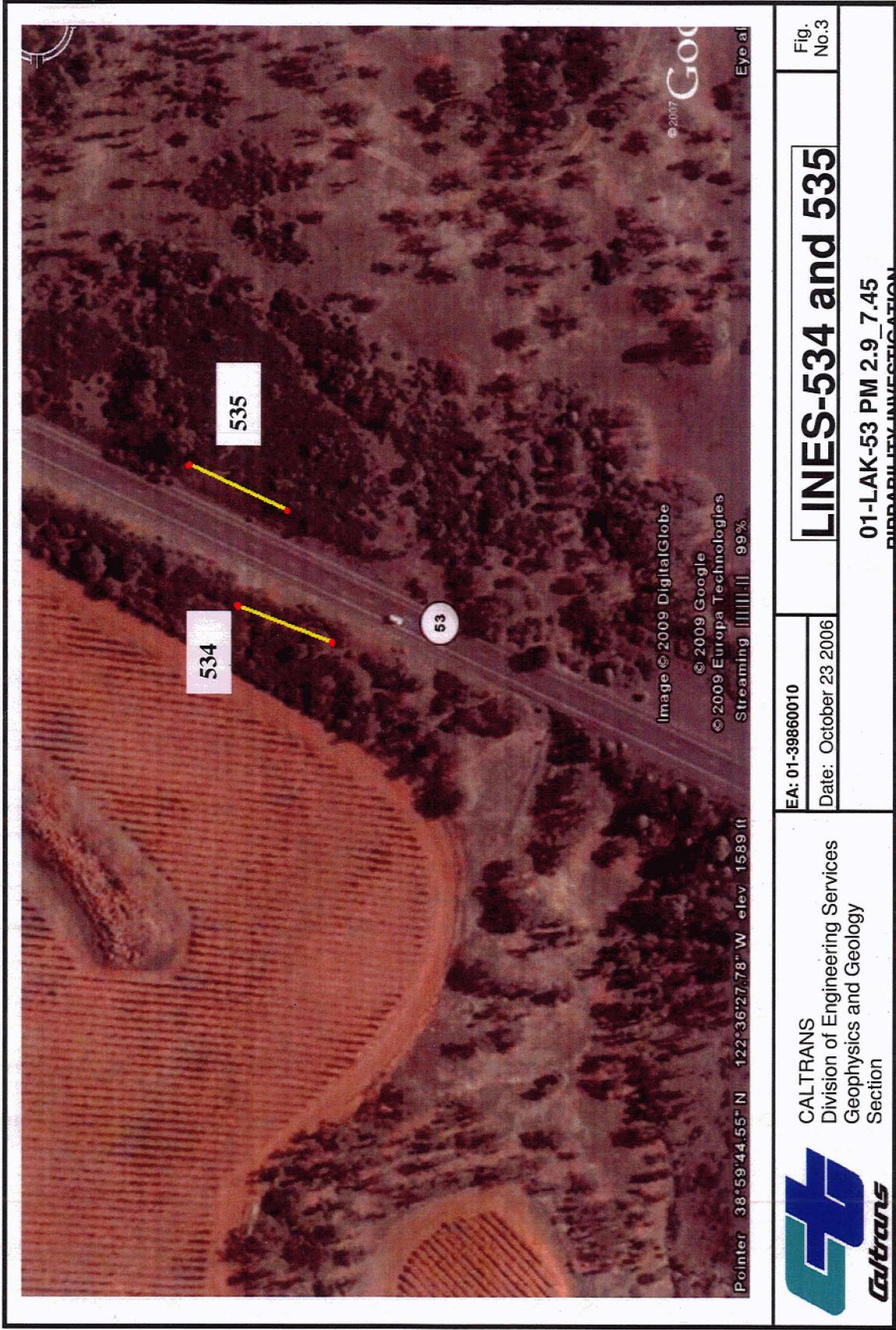
LINES-536, 537, and 538

EA: 01-398600
Date: October 23 2006

01-LAK-53 PM 2.9_7.45
RIPPABILITY INVESTIGATION

CALTRANS
Division of Engineering Services
Geophysics and Geology
Section
Contractual Services





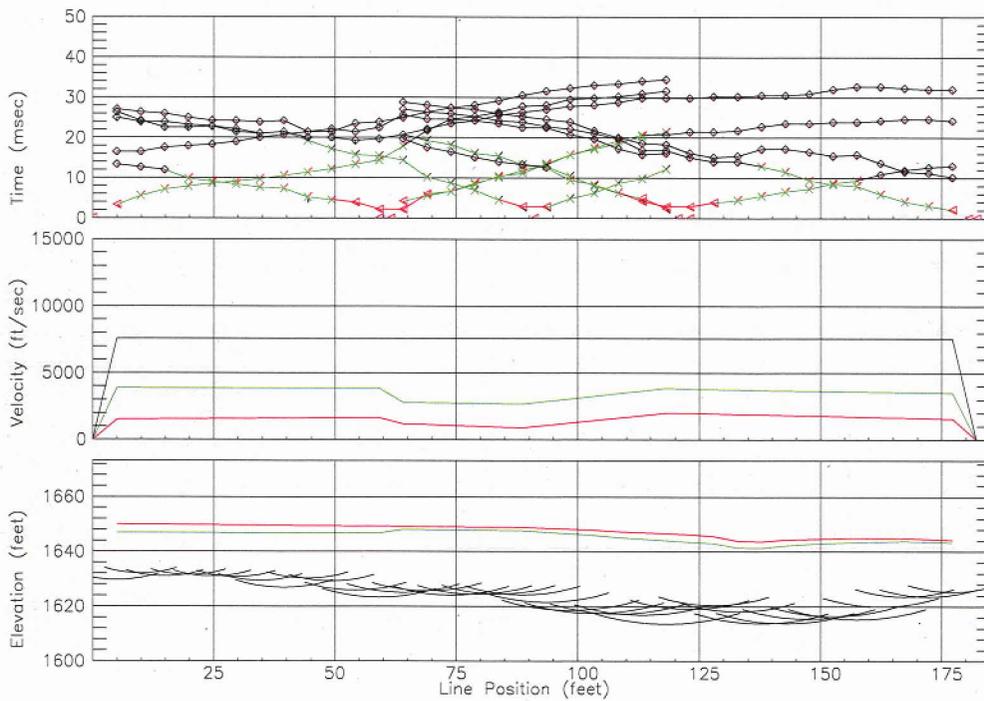
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EA: 01-39860010	Date: October 23 2009	Lines 533 and 539	Fig. No.4
Pointer 39°00'20.78" N 122°36'29.43" W elev 173211		CALTRANS Division of Engineering Services Geophysics and Geology Section Geotechnical Services	

North

South



531

Figure 5 Travel time curve, velocity model and depth section for Line 531 @ PM 6.5_6.6 west cut.

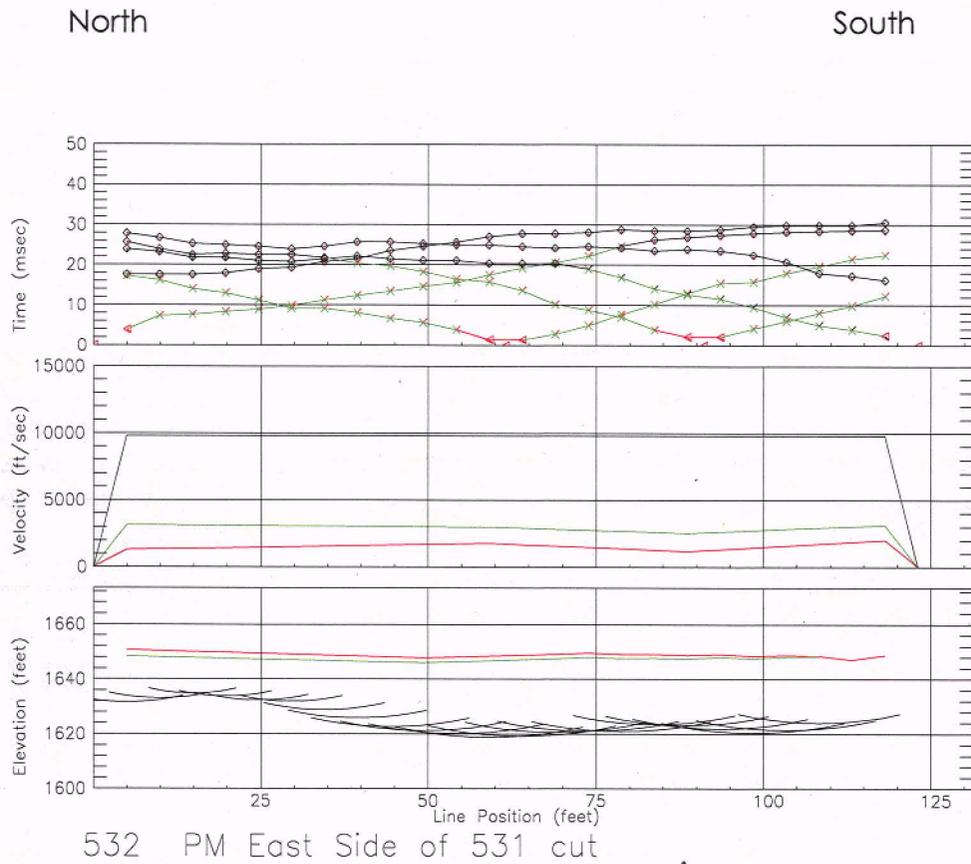


Figure 6. Travel time curve, velocity model and depth section for Line 532 @PM 6.5_6.6 east cut

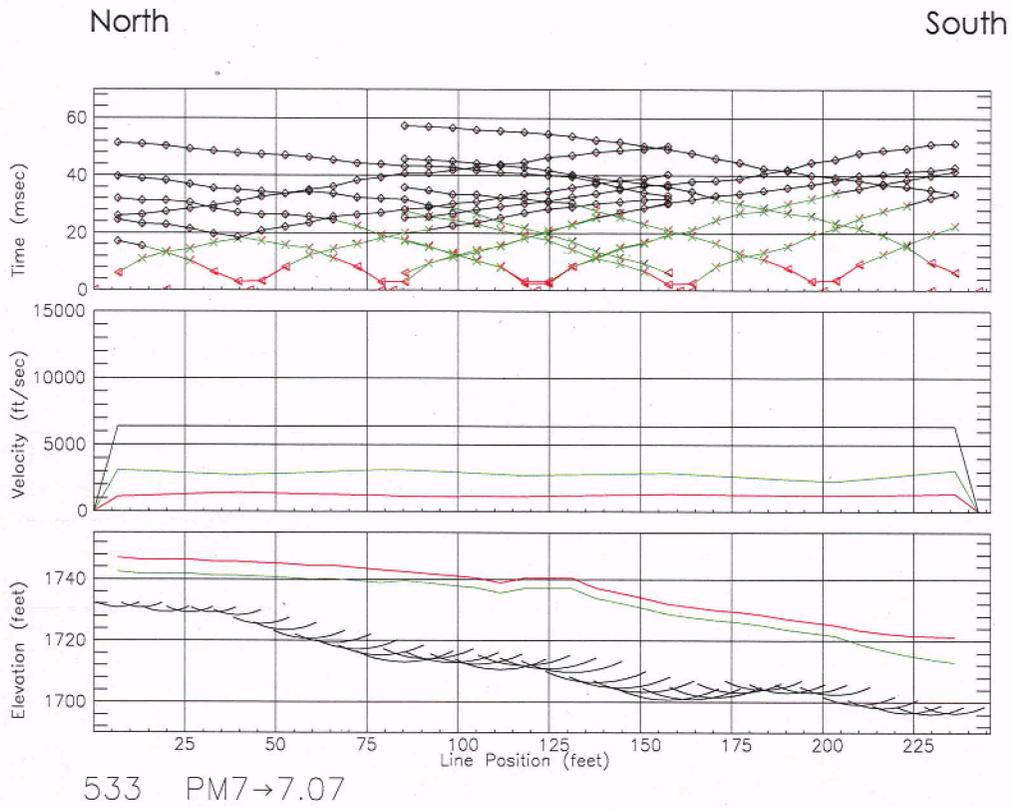
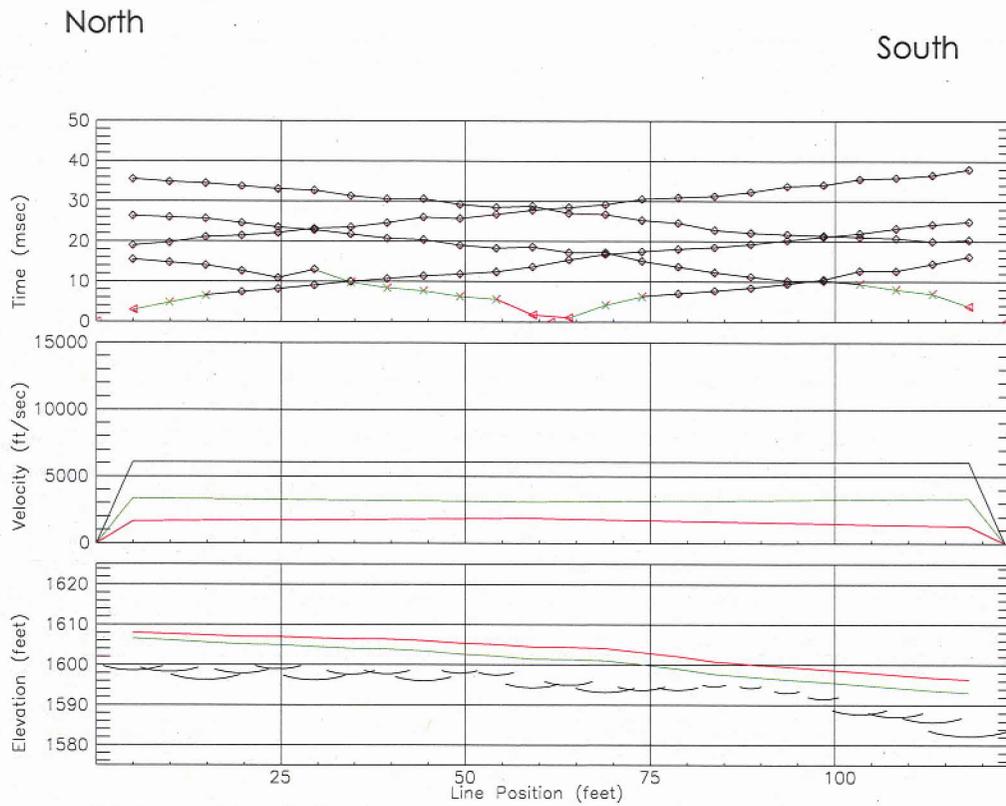
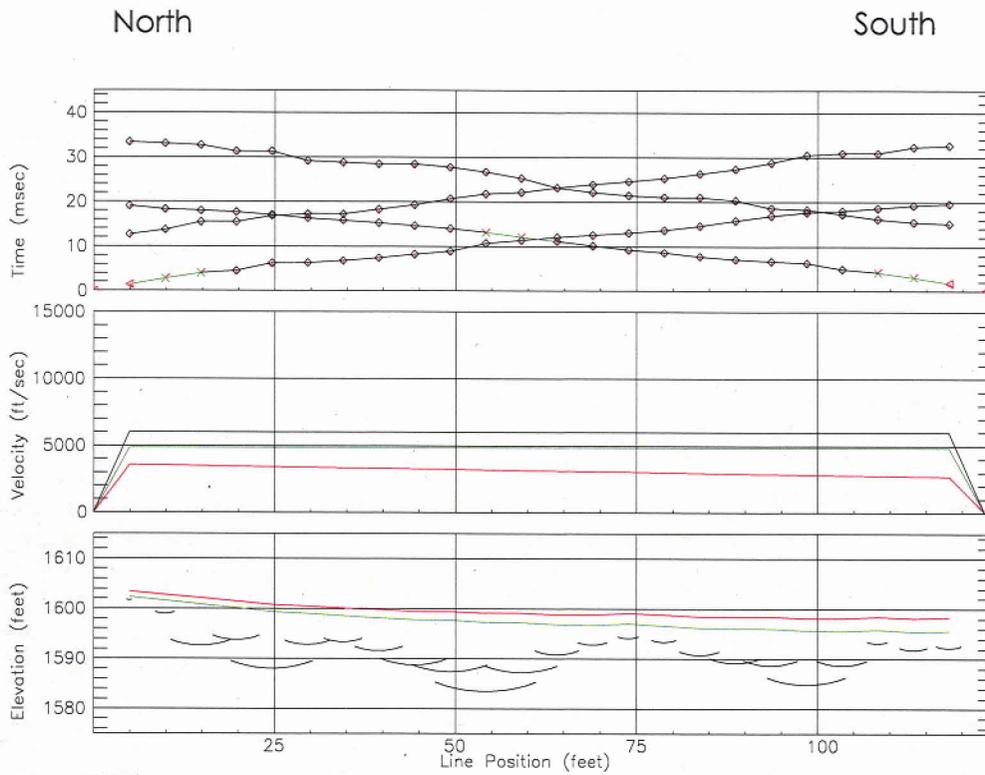


Figure 7. Travel time curve, velocity model and depth section for Line 533 @ PM 7.0_7.07 east cut.



534 PM 6.3→6.4

Figure 8 Travel time curve, velocity model and depth section for Line 534 @PM 6.3_6.4 west cut



535 accross from line 534 PM 6.3→6.4

Figure 9 Travel time curve, velocity model and depth section for Line 535 @ PM 6.3_6.4 east cut.

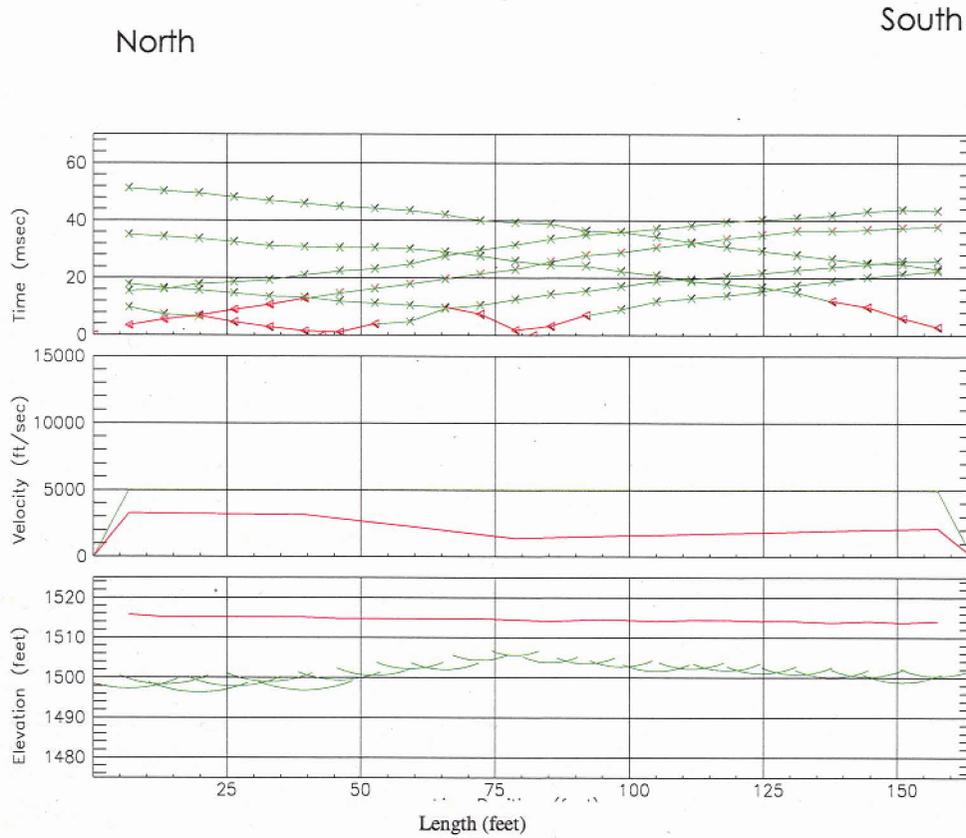
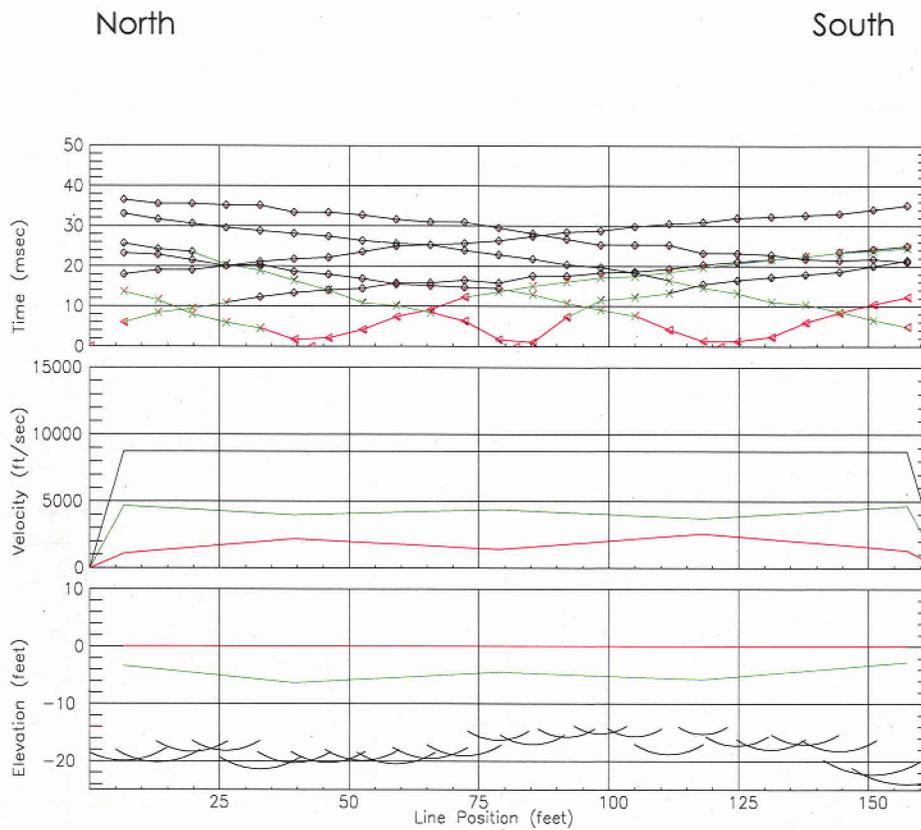


Figure 10 Travel time curve, velocity model and depth section for Line 536. Notice a two layer model most likely missing a well defined soil horizon. This model is from a cut on the east side of Hwy 53 near Hayes Avenue. Field notes suggest a volcanic debris flow @ approx. PM 3.78



537

Figure 11. Travel time curve, velocity model and depth section for Line 537 @ near Hayes Avenue east side.

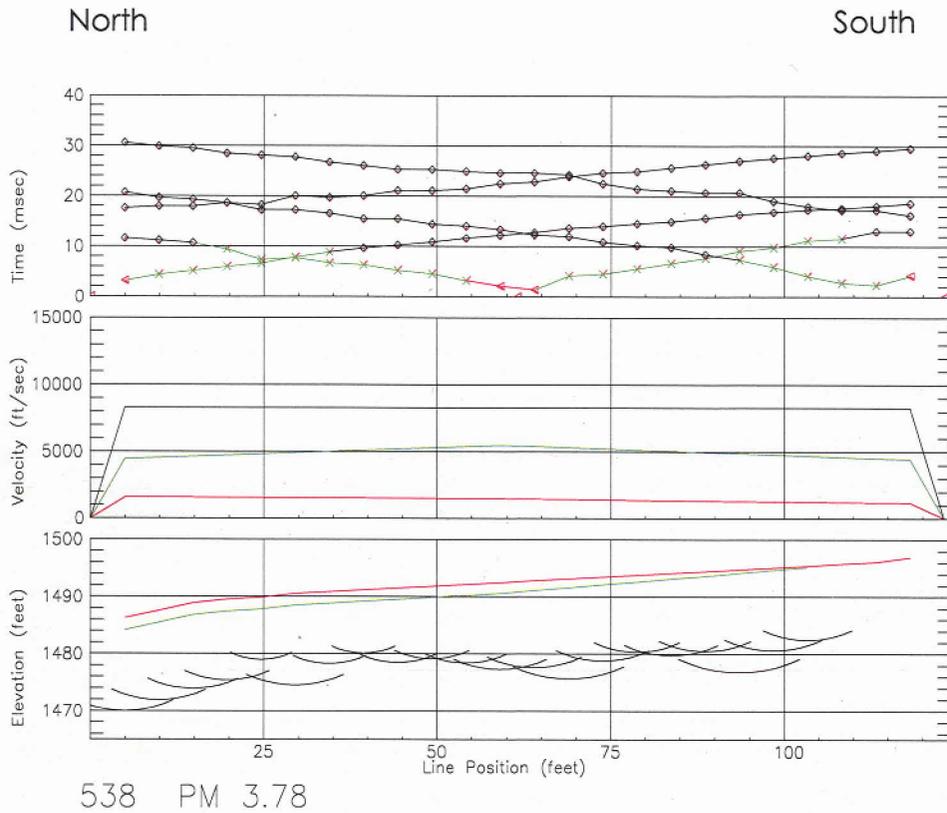


Figure 12 Travel time curve, velocity model and depth section for Line 538 located on the west side of Hwy 53 PM 3.78

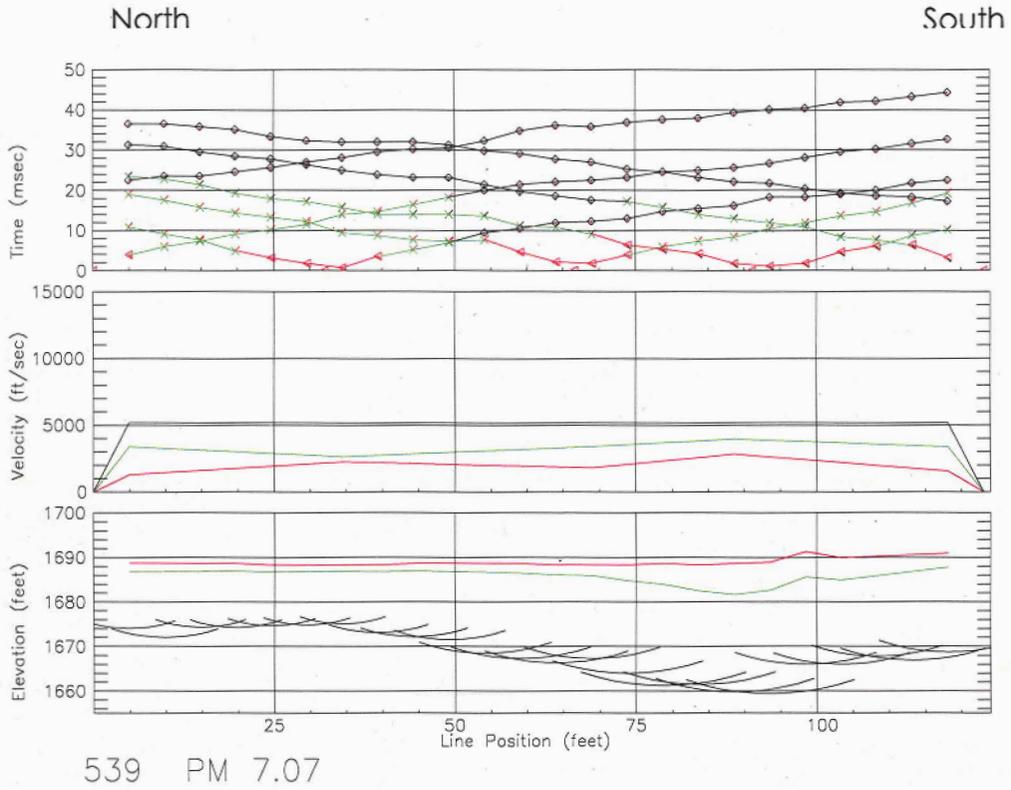


Figure 13. Travel time curve, velocity model and depth section for Line 539 located on the west side of Hwy 53 @ PM 7.07