



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

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



JUL 27 2016

Date

Kevin Bradford
Yuba City Department of Public Works
1201 Civic Center Blvd.
Yuba City, CA 95993
kbradfor@yubacity.net

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2016-0076-R2
5th Street Bridge Replacement Project

Dear Mr. Bradford:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the 5th Street Bridge Replacement Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the MND for the 5th Street Bridge Replacement Project, prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Amy Kennedy at 916-358-2842 or amy.kennedy@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

ec: Amy Kennedy, Senior Environmental Scientist (Specialist)
Carlene Saxton, Dokken Engineering

Conserving California's Wildlife Since 1870

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2016-0076-R2

5TH STREET BRIDGE REPLACEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and Yuba City Department of Public Works (Permittee) as represented by Diana Langley.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on April 01, 2016, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located on the Feather River, in Marysville, in Sutter and Yuba Counties, State of California; Township 15N, Range 3E, Section 25, of the Yuba City 7.5 minute U.S. Geological Survey (USGS) map. Latitude 39° 8' 19.03" N, Longitude 121° 36' 24.03" W (Exhibit A, Project Location Map).

PROJECT DESCRIPTION

The project proposes to replace the 5th Street Bridge over the Feather River in Marysville, CA. Construction impacts include drilling, placement of cofferdams and dewatering activities, pile driving, earthwork, culvert work, building of trestles and bridge demolition work. The project includes the following components:

- a. Geotechnical Boring- In order to complete the super- and substructure design of the 5th Street Bridge (18C-0012) over Feather River and 2nd Street Undercrossing (18C-0055), a complete field investigation program is proposed

for both bridges as part of the final design submittals. The purpose of the investigation is to acquire subsurface data. The proposed field investigation program includes thirteen (13) new borings, including one overwater boring in the river and two bank side borings within the Department's jurisdiction, with a maximum depth of 150 feet below existing grade. The boring depth is based on anticipation that large diameter piles would need to penetrate well below a layer of loose liquefiable soil which is as much as 60 feet thick. As shown on Attachment A, the Boring Location Map, three of the 13 borings are considered as part of this permit application.

Geotechnical borings will be drilled with a truck-mounted or barge mounted drill rig equipped with a 5- inch diameter rotary wash drilling system. We propose to use a barge for overwater drilling. It is anticipated that the sectional barge and skid rig are individually transported with a truck to a nearby boat launch ramp. Assembly of the barge and the skid rig will take place before launching to the river. A support boat will be employed to maneuver the barge to the drill site.

- b. Trestles - It is anticipated approximately 22 inch diameter temporary trestle pipe piles (estimated 273 total) will be vibrated and driven into the live channel. Approximately 20 temporary trestle piles will be vibrated per day to the greatest extent practicable followed by adequate driving per pile with an impact hammer to achieve the requisite depth. Pile Driving with a vibratory hammer will occur throughout the day and will last up to 12 hours per day. The impact hammer will be used sporadically throughout the day (only if necessary) and is not expected to last longer than 1 hour in total. To minimize disturbance to the channel, temporary trestles will be constructed in sections, where the preceding sections provide construction access for pile installation of subsequent trestle portions. Temporary trestle installation is anticipated to utilize cranes, drivers and similar equipment.
- c. Pier Locations - Construction of the three piers in and adjacent to the ordinary high water mark will occur both during and after the installation of the temporary trestle. Each pier includes three 7-foot diameter columns and each column is founded on a 10-foot diameter cast-in-steel-shell (CISS) concrete pile (9 total, 6 of which occur within the wetted channel). The piers are located as follows: "Pier 4" occurs on the eastern bank of the Feather River, outside the ordinary high water mark (naturally dry during the construction window); "Pier 3" occurs within the live Feather River channel; "Pier 2" occurs on the western bank within the ordinary high water mark (naturally wet during the construction window).
- d. Install Temporary 12 foot Encasements - Prior to construction of the 10-foot diameter CISS, a 12 foot diameter (approx.) part-length steel casings will be temporarily installed to a depth of about 25 feet below the top of pile as needed to accommodate the pile construction (9 total: 3 outside the ordinary high water mark at "Pier 4", 6 within the live channel at "Pier 3" and at "Pier 2"). The temporary steel casings would be oscillated into the ground using an oscillating construction method; earth would be removed from within the casing during

oscillation using a large spherical clamshell type bucket or other oscillated pile construction method. All soils excavated during work within the encasements will be disposed outside the live channel with use of earth movers and dump trucks to prevent soils from impacting water quality. Once installed, at the Pier 2 and Pier 3 locations, the temporary 12-foot diameter steel casings would serve as a cofferdam and would be dewatered; Pier 4 is already dry and will not require dewatering of surface waters.

- e. **Install 10-foot Pile Steel Shell** - Drive or vibrate a 10-foot diameter steel shell (shell for the 10-foot CISS) to the specified pile tip elevation within the temporary steel casing. The 10-foot steel shell will be vibrated in to the greatest extent possible. Impact driving will be used if necessary (up to approximately 100 strikes per pile with an impact hammer) to reach the requisite depth. As the pile is driven or upon completion of pile driving, soil within the steel shell is excavated in a similar manner as was performed for the temporary steel casing. Soil will be removed for most of the length of the piles shell.
- f. **Dewatering at Pier 2 and Pier 3** - Waters within the confines of both the 12-foot temporary casing and the 10-foot pile shell (for the 10-foot CISS) will be dewatered as the pile shaft is constructed using a prepared dewatering plan. The dewatering plan will ultimately provide for the discharge of water into the Feather River, downstream from the project site. Prior to discharge, the plan would require pumping water out of the confines of the pile encasements, piping it to a temporary treatment/holding facility adjacent to the river and returning the water to the Feather River after treatment. At a minimum, the temporary treatment/holding facility will consist of several on-site settling FRAC tanks used to remove suspended sediments, settleable substances and turbidity to acceptable levels.
- g. **Install Pile Reinforcement and Concrete** - Immediately after dewatering the pile steel shell, pile reinforcement is installed within the shell and concrete is poured for the 10 foot diameter CISS concrete permanent pile (9 total: 3 at "Pier 4", 3 at "Pier 3" and 3 at "Pier 2") up to a construction joint located at the bottom of the column reinforcement that is to be embedded into the pile. After installing the column reinforcement within the pile, concrete will be poured for the remainder of the pile up to the pile cut-off elevation. As this final lift of pile concrete is poured, the temporary 12 foot steel casing will be back oscillated out to 5 feet below the pile cut-off elevation. Any voids between the temporary casing and the column may be filled with grout through grout injection tubes. It is anticipated one 10 foot diameter CISS foundation encasement will be installed every 8 days. At "Pier 3" and "Pier 2" work would be conducted above the live river channel supported on the temporary trestle.
- h. **Install Columns** - At the completion of the CISS pile foundations, 7 foot diameter corrugated metal pipe (CMP) casings (9 total: 3 at "Pier 4", 3 at "Pier 3" and 3 at "Pier 2") will be installed from the construction joint to just below ground level, followed by temporary column forms from the top edge of CMP upward for the remaining column height. Work will consist of filling both the CMP and formed casings with concrete reinforced with rebar. Once installation of columns is

complete, the void between the casing and column below ground will be backfilled with pea gravel and the temporary 12-foot pile encasements will be back oscillated out of the ground. All work within the live river channel will be limited to the four month work window from June 1 through October 1.

Off Season one (October 2 through May 31)

- i. Bridge Spans-No work in the active channel will take place below the trestle. Once installed, the temporary trestle supports construction of the bridge spans and will remain in place through the rainy season and into the second construction season. Work is anticipated to continue on the bridge spans above the live river channel; all bridge span work is to be supported on the temporary trestle. Prior to the second season, two lanes of the bridge are anticipated to be completed.

Season two (June 1 through October 1)

- j. Temporary Water Diversion-A two part water diversion will be installed using temporary water- inflated dams or portable dams within the live river channel where water flows will be directed between the existing fourth and fifth bridge piers and subsequently between the third and fourth piers to facilitate existing bridge removal. Each temporary water diversion is anticipated to remain in place for no more than two to three weeks. Although the described diversion technique is the most likely construction action, if the river conditions make a temporary diversion infeasible to implement, sheet piles will be used to create a cofferdam around the existing bridge piers to allow for their removal. All sheet piles would be installed using vibratory driving methods.
- k. Bridge demolition- Bridge demolition will follow the water diversion installation. The first diversion is necessary for the removal of existing bridge pier footings 3 and 4 as well as the removal of spans 1, 2 and 3. The second diversion would facilitate the removal of pier footings 4 and 5 as well as the removal of the remaining bridge spans. To remove the bridge spans and columns, mounted impact hammers will break up the concrete onto mats placed at ground level. The concrete will be hauled to an off-site disposal location. The mats will be removed as demolition of a span is completed. Bridge demolition is anticipated to take approximately six weeks.
- l. Remove Trestle- Once the bridge demolition is complete the temporary trestle will be removed. The trestle will be removed no later than October 1. Temporary trestle pipe piles will be extracted by vibratory methods. The trestle will be removed by starting near the middle and working back toward the bank, removing decking and piles along the way. Temporary trestle removal is anticipated to utilize cranes, haul trucks, and similar equipment.
- m. Completion -At the conclusion of the second work season, all permanent impacts to the river channel will be completed.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Central Valley Chinook salmon and other cold and warm water fish species, amphibians, and other aquatic and terrestrial plant and wildlife species and nesting birds.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss or decline of instream channel habitat; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; disturbance from project activity; potential stranding of fish species; direct take of special status fish, loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.); change in shading or insolation leading to vegetative change; change in turbidity; change in fluvial geomorphology; temporary loss of riparian habitat; loss of riparian trees.

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 Department 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 the Department 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, the Department shall contact Permittee to resolve any conflict.
- 1.4 **Project Site Entry.** Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Does Not Authorize "Take."** This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt,

pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

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.** Work within bed, bank, channel or riparian area of the Feather River shall be confined to the period June 1st to November 1st, in the years this Agreement is valid.
- 2.2 **Work Period Modification.** If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. 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 the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.
- 2.3 **Work Period in Low Rainfall / Dry Weather Only.** The work period within Department jurisdictional area shall be restricted to periods of low rainfall (less than ½" per 24 hour period) and periods of dry weather (with less than a 30% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area.
- 2.4 **Qualified Biologist.** A qualified biologist is an individual who is approved by the Department and approved and/or permitted by the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS) to handle listed fish species.

- 2.5 **Designated Biologists.** Prior to initiating ground or vegetation disturbing activities, Permittee shall submit to the Department in writing the names, qualifications, business address, and contact information for one or more biological monitors (Designated Biologist). The Designated Biologists shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologists shall be responsible for monitoring any project activities within species sensitive areas, including water diversion, nesting bird monitoring, pile driving, etc. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor the Department shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by the Department.
- 2.6 **On-site Education.** Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.
- 2.7 **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.
- 2.7.1 **Minimize Vehicle Incursions Near Stream.** Minimize vehicle access to stream.
- 2.7.2 **Minimize Vehicle Parking.** Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.
- 2.8 **Bird Nests.** It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the FGC. No vegetation or other substrate 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. If construction is scheduled during the breeding season then a breeding bird survey will be conducted no more than three (3) days prior to the start of construction by a Department approved biologist. All active bird

nests will be marked following the survey to avoid destruction by equipment. If nesting raptors are identified within the area, a non-disturbance buffer will be established around the nest site. The size of the non-disturbance buffer and any other restrictions will be determined through consultation with the Department following completion of the survey. If a lapse in project-related work of 15 days or longer occurs, another focused survey and if required, consultation with the Department and USFWS, shall be required before project work can be reinitiated. If, during the course of carrying out the project, an active nest is identified or becomes established, that was not previously identified during a breeding bird survey, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

- 2.9 Raptors. The Permittee shall survey for nesting activity of raptors within a 500-foot radius of the construction site. Surveys shall be conducted at the appropriate times of day, and during appropriate nesting times and shall concentrate on areas of suitable habitat. If any active nests are observed, these locations shall be designated as Ecologically Sensitive Areas (ESA) and protected (while occupied) during project construction.
- 2.10 Swallow Exclusion. Permittee shall exclude swallows from areas where construction activities cause nest damage or abandonment.
- 2.11 Vegetation Marked for Protection. Prior to clearing and grubbing operations, Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Vegetation outside the project area, but within Department jurisdiction, shall not be removed or damaged without prior consultation and approval from a Department representative. Demarcation of the work area shall consider and avoid vegetation to the greatest extent possible. Vegetation shall not be removed or damaged beyond the work area. If vegetation bordering the demarcated area proves to be an obstruction to project operations as described in the project notification then the Permittee shall request approval from the Department prior to trimming vegetation.
- 2.12 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.

- 2.13 **Wildlife Friendly BMP's.** The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited. If any BMPs are to be left in place at the end of the project, they must to be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable non-plastic materials such as jute, sisal, or coir fiber. Netting used in wildlife friendly products should have a loose-weave wildlife-safe design with movable joints between the horizontal and vertical twines, allowing the twines to move independently and thus reducing the potential for wildlife entanglement. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting (including polypropylene, nylon, polyethylene, and polyester) are not acceptable alternatives. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) or the netting surrounding coir logs and/or rolls, 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.
- 2.14 **Stabilize Exposed Areas.** If the project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below.
- 2.14.1 **Seeding Requirement.** Permittee shall restore all exposed/disturbed areas and access points within the work area by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with the Department. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. **Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.**
- 2.15 **Removal of Silt from Barriers.** If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent

silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.

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).

- 2.16 **Hazardous Materials**. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.
- 2.17 **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/pipes 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 FGC Section 5937. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. 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. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while sheet pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of the coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.
- 2.18 **No Alteration of Habitat Structure**. Aquatic habitat elements such as pools, spawning sites, large wood or structures that include large wood or vegetation that overhangs the channel shall not be disturbed without prior written approval from the Department.
- 2.19 **Root Mass and Stump Retention**. In order to provide future stream habitat, Permittee shall leave the root mass and a stump four (4) to six (6) feet above the ground surface from any trees approved for removal from the stream bank, if possible.

- 2.20 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 are covered by a site-wide spill response plan and 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. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.21 Removal of Debris, Materials and Rubbish.** Permittee shall remove all project generated debris, building materials and rubbish from the stream and from areas within one hundred and fifty (150) feet of the high water mark / where such materials could be washed into the stream following completion of project activities.
- 2.22 Special Status Species encountered during work.** If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.
- 2.23 Notification to the California Natural Diversity Database.** If any special status species are observed in project surveys, Permittee or designated representative shall submit Natural Diversity Data Base (NDDDB) forms to the NDDDB for all preconstruction survey data within five (5) working days of the sightings, and provide to the Department's Regional office three (3) copies of the NDDDB forms and survey maps.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1** The Permittee shall notify the Department within two working days of beginning work within the Feather River or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 Notification of project completion shall be submitted to the Department within 30-days of completion.** In addition, the project activities within and

adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2016-0076-R2 on the notification as well.

- 3.3 Vegetation Monitoring Report. Permittee shall submit an annual Vegetation Monitoring Report to the Department by January 31st of each year for 5 years after completion of the construction project for 0.45 acres of riparian vegetation on the Feather River. The annual Vegetation Monitoring Report shall follow the protocol detailed in the Vegetation Monitoring Plan provided to the Department. The Vegetation Monitoring Report shall be sent to the Department contact information below, and reference 1600-2016-0076-R2.

CONTACT INFORMATION

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

To Permittee:

Diana Langley
Yuba City, Department of Public Works
1201 Civic Center Blvd.
Yuba City, CA 95993
Phone: 530-822-4626
Email: dlanglely@yubacity.net

Contacts

Kevin Bradford
Yuba City, Department of Public Works
1201 Civic Center Blvd.
Yuba City, CA 95993
Phone: 530-822-4626
Email: kbradfor@yubacity.net

Tim Chamberlain
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: 916-858-0642
Email: tchamberlain@dokkenengineering.com

To The Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #: 1600-2016-0076-R2
Phone: 916-358-2885, Fax: 916-358-2912
Email: R2LSA@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 the Department'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

The Department 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 the Department 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 the Department 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 the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department 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 the Department's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

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

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

AMENDMENT

The Department may amend the Agreement at any time during its term if the Department 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 the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department'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 the Department 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 the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department'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 the Department a completed Department "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department 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 (FGC § 1605, subd. (f)).

EFFECTIVE DATE

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

TERM

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

EXHIBITS

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

- Exhibit A: Project Map
- Exhibit B- Bridge Plans and Pier Locations Map
- Exhibit C-Jurisdictional Features Map

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 the Department in accordance with FGC section 1602.

CONCURRENCE

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

YUBA CITY, DEPARTMENT OF PUBLIC WORKS

Diana Langley
Diana Langley
Public Works Director

July 25, 2016
Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Tina Bartlett
Tina Bartlett
Regional Manager

7/27/16
Date

Prepared by: Amy Kennedy
Senior Environmental Scientist-Specialist

Exhibit A Project Map

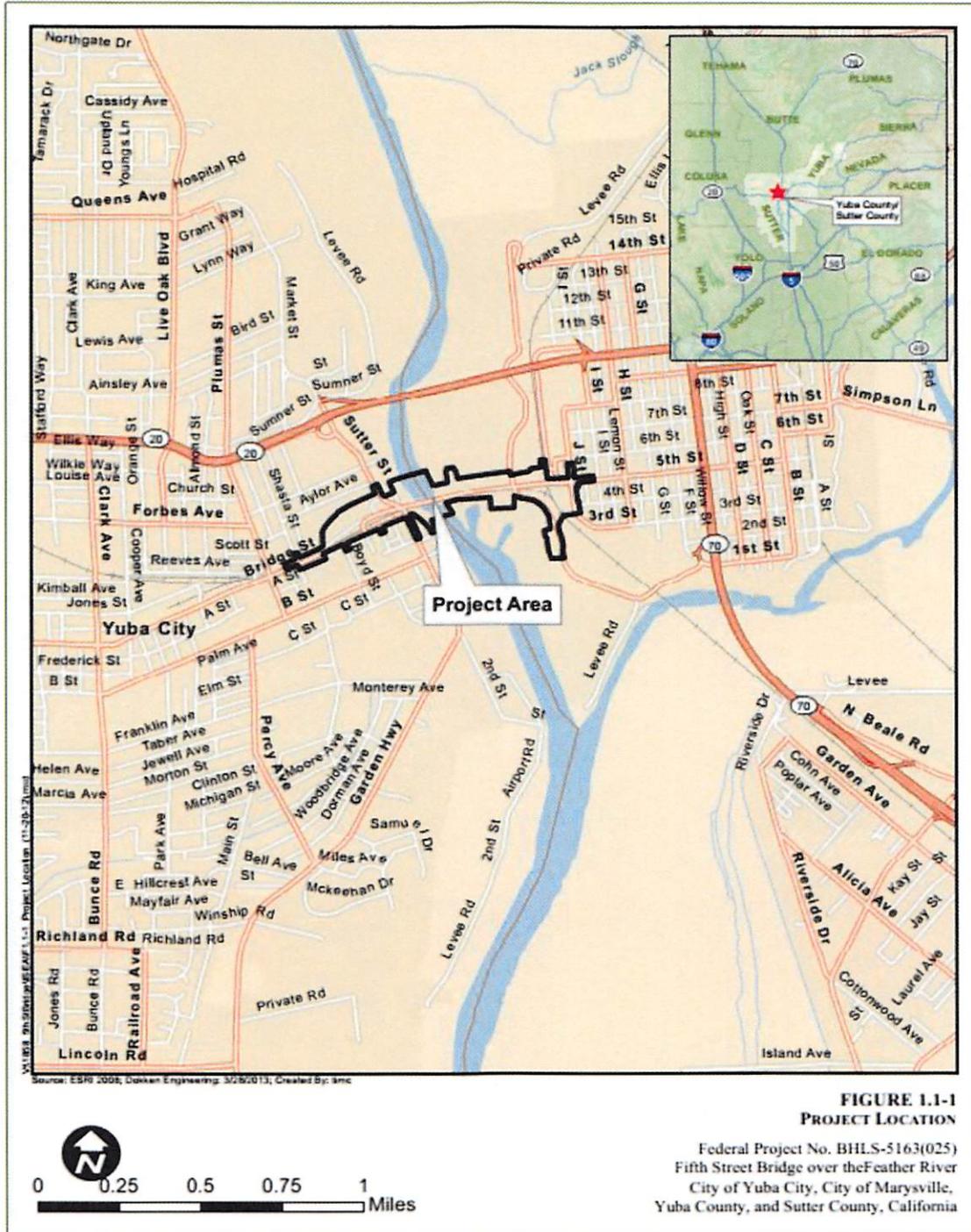


Exhibit C-Jurisdictional Features Map

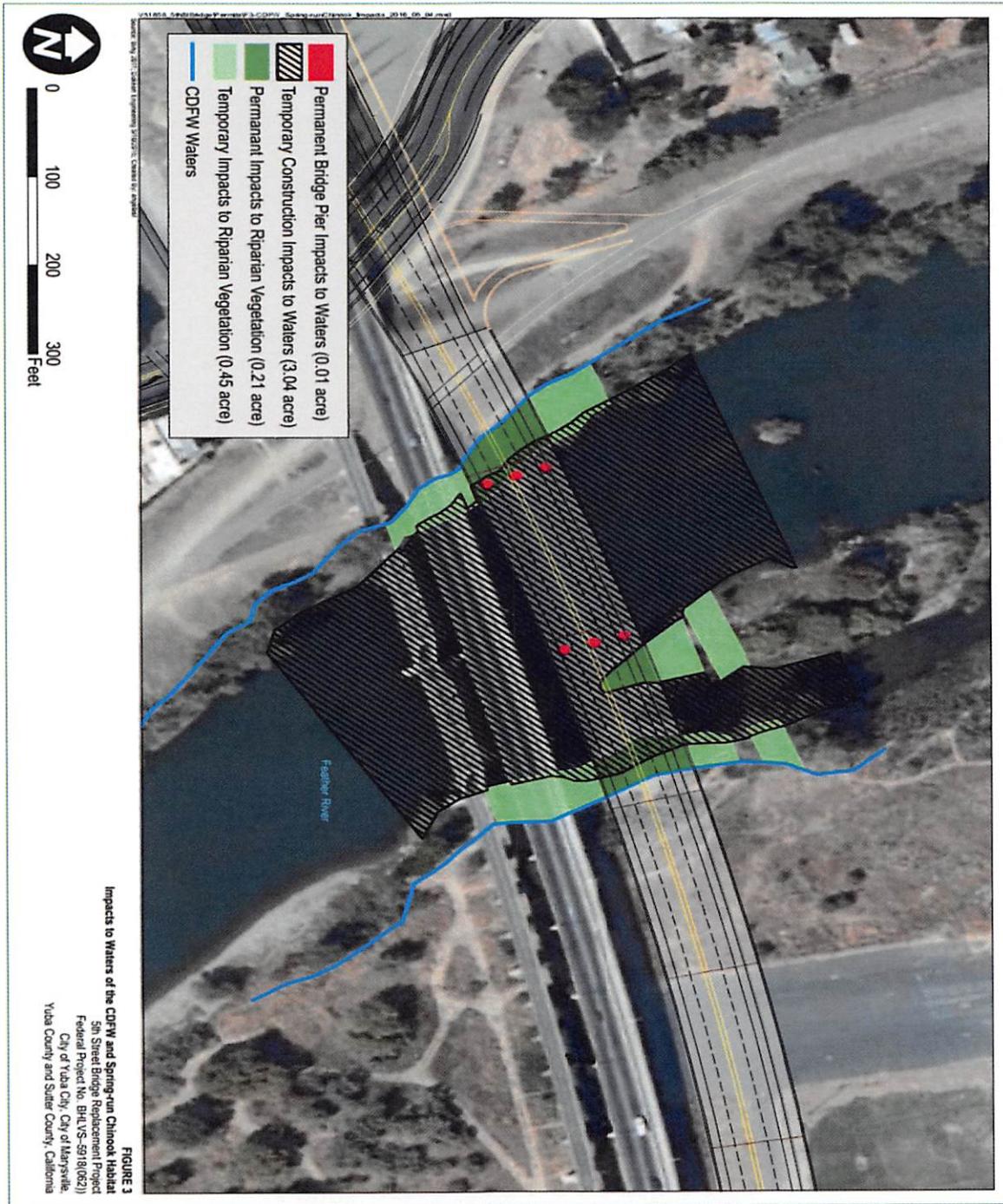


Exhibit D- Tree Removal and Replacement Map

