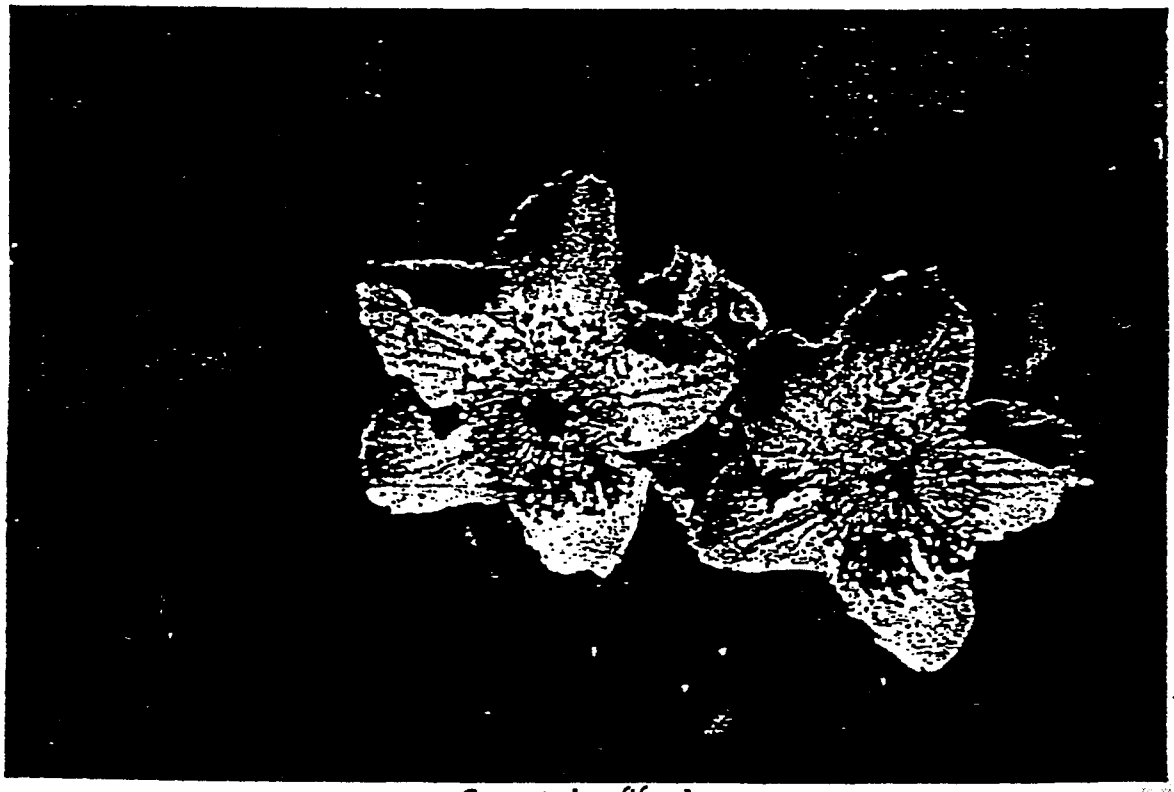
Caltrans District 6

1601

Maintenance Agreement



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RESOURCES AGENCY
CALIFORNIA
DEPARTMENT
FISH & GAME

Caltrans

INSTRUCTIONS

Maintenance Notification and Environmental Review
Stream/Lake Alterations

1. These instructions are intended to guide maintenance personnel in assuring that their routine maintenance and emergency activities are consistent with the provisions of the Fish and Game Code 1601 Stream Alteration Agreement #4-021-99 (Agreement). Any person responsible for planning work within or adjacent to streams or lakes in District 6, should read and become familiar with the terms of this Agreement.

2. Caltrans will use special designation number M3405 to keep track of work done under this Agreement.

3. Prior to applying the terms of this Agreement, the person responsible for obtaining permits for the work must make determinations regarding 1) potential impacts to rare, threatened or endangered species, and 2) the appropriate use of a CEQA Categorical Exemption for the specific work. Questions regarding these subjects should be directed to a District Biologist.

4. It is the responsibility of the Caltrans representative proposing the work to determine the appropriate Category for the specific activities and location of work. The four Categories are defined on pages 9-11 of the Agreement.

5. All references to the "Standard Provisions" refer to the 38 provisions so designated on pages 5-9 of the Agreement.

6. If the proposed work can be accomplished under the Standard Provisions, without exception, the work is Category 1, and may proceed without additional notification or environmental review.

7. If any of the Standard Provisions preclude all, even a portion of the proposed work, then an exception to the Standard Provisions is required. Work that requires exceptions to the Standard Provisions is considered Category 2. An exception is obtained by submitting Caltrans form CT6-1601 to the District Biologist. The instructions for filling out the form are in Attachment A.

8. Any proposed work that has the potential to impact rare, threatened or endangered species is considered Category 2 and requires internal notification using form CT6-1601.

9. Any work that is proposed within or adjacent to the following waters is considered Category 2 and requires internal notification using form CT6-1601; San Joaquin River, Kings River, Tule River, Kaweah River, Kern River, Rancheria Creek, Lake Isabella, Shaver Lake, Huntington Lake, Lake success, and Lake Kaweah.

10. If the proposed work includes aspects of both Category 1 and Category 2, it will be considered to be in Category 2.

11. If the proposed work is an "Emergency" by definition (Attachment B), it is considered Category 3 and may proceed under the terms of the Agreement for emergencies (page 10). The completion of form CT6-1601 is required for Category 3 work because the form will be used for the emergency notification to the Department of Fish and Game.

12. Category 4 consists of work at specific locations where additional provisions have been previously identified. These Specific Locations are listed in Attachments I and J. Category 4 work is subject to all of the Standard Provisions except those that are modified by the project descriptions in Attachments I and J.

13. If the proposed work in Category 4 locations requires exceptions to the Standard Provisions beyond those identified in Attachments I and J, then form CT6-1601 should be used to obtain the exception.

14. Except for emergency work, any time a form CT6-1601 is used, it will be submitted to a District Biologist. A District Biologist will complete Section 2 and Section 3. Form CT6-1601 when completed by a District Biologist and returned to the requestor, becomes part of the Fish and Game Agreement. Caltrans may not proceed with the work unless the restrictions identified on form CT6-1601 are incorporated into the proposed activities.

AGREEMENT

between

CALIFORNIA DEPARTMENT OF TRANSPORTATION DISTRICT 6

and

CALIFORNIA DEPARTMENT OF FISH AND GAME

regarding

MAINTENANCE ACTIVITIES SUBJECT TO
CALIFORNIA FISH AND GAME CODE SECTION 1601

and

EMERGENCY ACTIVITIES AND REPORTING PROCEDURES SUBJECT TO
CALIFORNIA FISH AND GAME CODE SECTION 1601

This Agreement by and between the California Department of Fish and Game, hereinafter called the **Department**, and the California Department of Transportation, District 6, hereinafter called **Caltrans**, defines, delineates and conditions routine maintenance activities conducted by Caltrans in Madera, Fresno, Kings, and Tulare, counties, and in Kern County west of the junction of Highway 58 and Highway 223 and west of the junction of Highway 178 and Kelso Valley Road.

The purpose of this Agreement is to categorize the maintenance activities performed by Caltrans and to establish procedures that will allow Caltrans to conduct required highway maintenance and respond to highway emergencies, while meeting California Fish and Game Code Chapter 6 (Sections 1600-1607) requirements. The following is a list of attachments that are included in this document and that apply to work conducted under this Agreement:

- Attachment A: Caltrans' Maintenance Notification and Environmental Review process
- Attachment B: Definitions
- Attachment C: Fish and Game Code Sections 1600 et al.
- Attachment D: Chapter C6, Caltrans Maintenance Storm Water Pollution Prevention Program
- Attachment E: Fish and Game Code Sections 5650 and 12015
- Attachment F: Guidelines for the Use of Asphaltic Materials
- Attachment G: Erosion Control Special Provisions
- Attachment H: Exhibit 1, Control of Non-native Vegetation, and Exhibit 2, Control of Aquatic and Woody Growth
- Attachment I: Category 4, South Region Maintenance Specific Locations
- Attachment J: Category 4, North Region Maintenance Specific Locations

Caltrans special designation number M3405 will be used to report all activities that occur under this agreement.

WHEREAS:

1. Caltrans has notified the Department that some of their required routine maintenance activities may divert or obstruct the natural flow of, or change the bed or banks of, or use materials from waters over which the Department asserts jurisdiction pursuant to Division 2, Chapter 6 of the California Fish and Game Code.

2. Caltrans may not commence any activity that is subject to Fish and Game Code Sections 1600 et seq. until the Department has found that such project will not substantially adversely affect an existing fish or wildlife resource or until the Department's proposals or the decisions of a panel of arbitrators, have been incorporated into such projects.

3. Fish and Game Code Sections 1600 et seq. make provisions for the negotiation of agreements regarding the delineation and definition of appropriate activities, reasonable project modifications and/or specific measures necessary to protect fish and wildlife resources that may be adversely affected by Caltrans activities.

4. The Department has determined that without the mitigative features identified in this Agreement, the activities proposed in the Notification could substantially adversely affect fish and wildlife resources.

5. It is mutually beneficial to Caltrans and the Department to delineate and define as a project, a broad scope of routine maintenance activities, and to establish procedures to permit these maintenance activities under a single agreement.

NOW THEREFORE, the Department and Caltrans agree to the following:

1. The receipt of this document (Agreement) by Caltrans, satisfies the Department's requirement to notify Caltrans of the existence of an existing fish and wildlife resource that may be substantially adversely affected by the activities that are described in the Notification.

2. The contents of this Agreement constitute the Department's proposals as to measures necessary to protect fish and wildlife, and satisfies the Department's requirement to submit these proposals to Caltrans.

3. The approval signature of a Caltrans representative on this Agreement constitutes Caltrans' commitment to incorporate the Department's proposals into the activities that are described in the Notification.

4. If this Agreement is found to be in conflict with any other provision of law or general conditions of public safety, the conflict will be resolved before work under this Agreement may continue.

5. This Agreement does not constitute or imply the approval or endorsement of a project, or of specific project features, by the Department of Fish and Game, beyond the Department's limited scope of responsibility, established by Code Sections 1600 et seq. This Agreement does not therefore assure concurrence by the Department with the issuance of permits from this or any

other agency. Independent review and recommendations will be provided by the Department as appropriate on those projects where local, state, or federal permits or environmental reports are required. Nothing in this Agreement shall constitute a waiver of any future or current Department claims to the use and maintenance of natural conditions under the public trust doctrine.

6. Nothing in this Agreement constitutes a waiver of other statutes or regulations, nor constitutes permission to take any state or federally listed species under the State or Federal Endangered Species Acts. If the activities could result in the "take" of a state listed rare, threatened or endangered species, then pursuant to Fish and Game Code Section 2081, Caltrans, as a State lead agency shall consult with the Department to ensure that activities will not jeopardize the continued existence or result in the "take"of any listed species. Caltrans may have certain other responsibilities pursuant to the Federal Endangered Species Act.

7. To the extent that the provisions of this Agreement provide for the diversion of water they are agreed to with the understanding that Caltrans possesses the legal right to so divert such water.

8. To the extent that the provisions of this Agreement provide for activities that require Caltrans to trespass on another owners property, they are agreed to with the understanding that Caltrans possesses the legal right to so trespass.

9. To the extent that the provisions of this Agreement provide for activities that are subject to the authority of other public agencies, said activities are agreed to with the understanding that all appropriate permits and authorizations will be obtained prior to commencing agreed activities.

10. Caltrans agrees to provide the Department access to the project work sites at any time, to ensure compliance with the terms, conditions, and provisions of this Agreement.

11. Caltrans, and any contractor, or subcontractor working on activities covered by this Agreement, are jointly and severely liable for compliance with the provisions of this Agreement. Any violation of the provisions of this Agreement is cause to stop all work immediately until the problem is reconciled. Failure to comply with the provisions and requirements of this Agreement may result in prosecution.

12. Caltrans assumes responsibility for the restoration of any fish and wildlife habitat which may be impaired or damaged either directly, or incidental to the project, as a result of failure to properly implement or complete the mitigative features of this Agreement, or from activities which were not included in Caltrans' Notification.

13. It is understood that the Department enters into this Agreement for purposes of establishing protective features for fish and wildlife, in the event that a project is implemented. The decision to proceed with the project activities is the sole responsibility of Caltrans, and is not required by this Agreement. It is agreed that all liability and/or incurred costs related to or arising out of Caltrans' activities and the fish and wildlife protective conditions of this Agreement, remain the sole responsibility of Caltrans.

14. The activities identified in the Notification and the action provisions of this Agreement, constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that Caltrans is precluded from doing other activities. However, activities not specifically agreed to and resolved by this Agreement are subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq..

PROVISIONS

I. California Environmental Quality Act (CEQA) Compliance

The Caltrans approval signature on this Agreement serves as notification to the Department that the activities that will be conducted under the terms of this Agreement are exempt from the provisions of CEQA pursuant to the "Guidelines for Implementation of the California Environmental Quality Act" (CCR Title 14, Chapter 3, Article 18 & Article 19, Sections 15260 - 15332) and that if appropriate, a "Notice of Exemption" has been filed. This Agreement may also permit Caltrans to conduct activities that are not exempt from CEQA, provided that CEQA compliance for that scope of work is first achieved. The Department will participate in any such additional CEQA action as a "Responsible Agency".

II. Authorized Activities

1. This Agreement applies to Caltrans activities that are required to operate, repair and maintain drainage structures and their ability to function, where these structures are associated with waters (streams/lakes) crossing or adjacent to all State Highways within District 6 (Attachment B: Definitions - "Maintenance"). District 6 includes Madera, Fresno, Tulare, and Kings counties, and Kern County, west of the junction of Highway 58 and Highway 223 and west of the junction of Highway 178 and Kelso Valley Road.

2. Authorized activities fall into four categories: Category 1 for minor routine maintenance and repair; Category 2 for locations that require additional environmental site specific considerations; Category 3 for emergency situations; and Category 4 for specific locations with a pre-determined potential for impact. These Categories are further defined below.

III. Caltrans Internal Maintenance Activity Notification and Environmental Review

In recognition of the diversity of the natural environment that occurs in District 6, and the resulting variation in site specific adverse impacts, Caltrans has developed an internal process to categorize activities and to provide additional biological oversight in locations where the Standard Provisions of this Agreement may not adequately protect fish and wildlife resources. This process of internal Maintenance Notification and Environmental Review, is described in detail in Attachment A.

IV. Standard Provisions

Compliance

1. These Standard Provisions apply to 1) all Category 1 work, 2) all Category 2 work except as amended by form CDT6-1601, and all Category 4 work except as amended by the special conditions listed in Attachments I and J. These Standard Provisions should be considered and applied if possible when conducting emergency Category 3 work. Activities that can be performed under these Standard Provisions do not require any further Caltrans internal review.

2. A copy of this Agreement will be provided to Caltrans' supervisors and all contractors and subcontractors. Copies of the Agreement will be available at work sites during all periods of active work and will be presented to Department personnel upon demand. A Caltrans representative familiar with the provisions of this Agreement must be present at work sites during all periods of work within or adjacent to a stream

3. Caltrans has developed a list of Environmentally Sensitive Areas (ESAs) and has established criteria for resource protection. These restrictions on work in ESA's will be implemented. On a yearly basis (calendar year), an updated ESA list will be provided by Caltrans District Biologists to the Department and to Caltrans Maintenance Regional Managers.

Work Windows

4. Maintenance activities shall be performed at a time and in a manner that will minimize adverse impacts and provide for the protection and continuance of fish and wildlife species.

5. For those activities that require the removal of vegetation or grubbing the soil, Caltrans will avoid work between February 15 through September 1.

6. It is anticipated that swallows may try to nest on the bridges and other structures between February 15 and September 1. Caltrans shall take such measures as necessary to prevent nesting on portions of the structures that will cause a conflict between performing necessary work and nesting swallows. Swallows shall be allowed to nest on portions of the bridges where conflicts during maintenance are not anticipated. Prior to February 15, existing nests shall be removed or exclusionary devices such as netting shall be used. Weekly scalping, between February 15 and September 1, of partially completed sts is permitted to discourage nesting. If new nests are built or existing nests become occup l, then any work that would interfere with or discourage swallows from returning to their nests will not be permitted. Federal and State laws protect migratory birds, their occupied nests, and their eggs from destruction. The applicable Federal law is the Migratory Bird Treaty Act (15 USC 703-711), 50 CFR Part 21, and 50 CFR Part 10. Protection under California Law is found in the Fish Game code Section 3503,3513, and 3800. Any persons responsible for violating these laws may be arrested by a representative of the Department of the Interior or a California Department of Fish and Game Warden. Any person found guilty shall be fined up to $10,000 or serve a six month imprisonment, or both.

7. Caltrans shall avoid work on bridges when it would disturb roosting bats (February 15 - September 30).

Flagging

8. If Caltrans believes that employees may have difficulty determining the limits of the work area, or if the work is contracted to a third party, then prior to the commencement of work the following will be done. The upstream and downstream limits of the minimum required work area, and other encroachments on the stream, plus associated wetlands and other Environmentally Sensitive Areas will be identified with brightly colored flagging or mesh fencing. These limits that identify the "work area" will be identified by Caltrans prior to the beginning of work. Work area limits will not extend beyond Caltrans' right-of-way and will be confined to the minimal area needed to accomplish proposed work.

Vehicles and Equipment

9. Work will be done while the work area is dry. Vehicles will not be driven or equipment operated in water covered portions of the stream. No native wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed. Removal of vegetation, debris, obstructions, silt, sand, and sediment will be done either using hand tools, equipment operated from the top of the bank, or from an existing maintained road.

10. Equipment will not be operated within any area of flowing water. When a channel is being cleared of sediment or debris and seepage occurs which fills the work site with water, work may continue if the following conditions apply: 1) none of the water flows into the downstream channel and 2) no fish and wildlife resources within the seepage area require the water in a clean undisturbed state.

Vegetation

11. No trees outside of the work area will be disturbed. In addition, special consideration will be given to protecting trees within the agreed work area. The removal of any tree in excess of 1" in diameter at breast height (dbh) is prohibited.

12. To improve the operation of a structure or culvert, or to improve a line-of-sight problem for driveways/roadways entering a state highway, vegetation (except elderberry shrubs) less than 1 inch in diameter may be pruned to the point where the operation of the structure or culvert is restored or the line-of-sight problem is cleared. No elderberry shrub will be pruned or removed.

13. Caltrans may control weeds and weedy grasses (by mowing, hand labor, or prescribed fire) as necessary to comply with local regulations, as long as control techniques do not damage or destroy native vegetation.

14. Caltrans may remove non-native vegetation (such as giant reed (arundo), tree tobacco, castor bean, pampas grass, eucalyptus, and acacia), including stump and root removal from top of bank to top of bank, as shown in Attachment H, Exhibit 1. Methods can include hand tools and equipment operated from the top of the bank.

15. In general, the disturbance or removal of vegetation within the agreed work area will not exceed the minimum necessary to complete operations. Precautions will be taken to avoid other damage to vegetation by people or equipment. Where possible roots and stumps will be left to facilitate regrowth.

Debris/Obstructions

16. Cleaning, repair, and replacement of existing flap gates or other existing water control devices may be performed with either hand tools or equipment operated from the top of the bank.

17. Culverts and bridge structures or channels may be cleared of debris, trash, rubbish, flood-deposited woody and herbaceous vegetation, fallen trees, and branches as necessary to maintain the designed channel capacity. Clearing may be performed with hand tools or equipment operated from the top of the bank.

18. Removal of silt, sand, or sediment within the immediate vicinity of man-made facilities or structures is authorized. Clearing may be performed with hand tools or equipment operated from the top of the bank. The elevation of the stream bed following such removal will not be less than the minimum flow level of the structure, to avoid impacts to upstream and downstream migration of aquatic and terrestrial wildlife.

Fill/Spoil

19. Spoil storage sites will not be located within the stream, where spoil will be washed into the stream, or where it will cover aquatic or riparian vegetation. Rock, gravel, and/or other materials will not be imported into, moved within the bed or banks of the stream except as otherwise addressed in this Agreement.

20. Fill will be limited to the minimal amount necessary to accomplish the agreed activities. Excess fill material will be moved off-site at completion.

Structures

21. Structures will be properly aligned within the stream and otherwise engineered, installed, and maintained, to assure resistance to washout, and to erosion of the stream bed, stream banks and/or fill.

22. Any structure placed within a stream where aquatic life may occ ; will be designed, constructed and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction that impedes their upstream or downstream movement. This includes but is not limited to the supply of water at an appropriate depth, temperature, and velocity to facilitate upstream and downstream migration. If any aspect of the proposed work results in a long term reduction in movement, Caltrans will be responsible for all future activities and expenditures necessary (as determined by the Department) to secure movement across the structure.

Erosion

23. Clean rock rip-rap may be replenished in order to maintain bank stabilization in previously rip-rapped areas. Placement of materials shall be done without operating heavy equipment in the stream bed.

24. Erosion control work includes the repair of failed rock, sacked concrete, gabions, rip-rap or other such devices. Maintenance activities shall be confined to the failed section and immediately adjacent areas affected by the failure (within 20 feet). Repair shall be done "in kind"; i.e., gabions are replaced with gabions of the same size.

25. Erosion control work shall be subject to specific seeding and mulching requirements, as provided in Attachment G, Erosion Control Special Provisions.

26. Areas of disturbed soils with slopes toward the stream will be stabilized to reduce erosion potential both during and following work at the site.

27. Silty water will not be discharged into the stream, or created within the stream.

Pollution

28. Minor sandblasting, painting, chipping and gunniting may be performed as necessary provided that paint, rebound, and related material are contained or are placed where they can not enter or be washed back into the stream. Chipped paint and rebound materials shall be removed and disposed of where they will not enter state waters.

29. Caltrans and all contractors and subcontractors will be subject to the pollution protective and other features of Caltrans Standard Provisions (Attachment D), Department of Transportation Standard Specifications Section 7-1.01G, and Fish and Game Code Section 5650 and 12015 (Attachment E). In addition, all Caltrans generated debris, building materials and rubbish will be removed from the stream and from areas where such materials could be washed into the stream.

30. The use of used asphalt pieces and AC pavement grindings in embankments and other fill and on road shoulders, is subject to the Memorandum of Understanding on the subject, dated January 12, 1993. Asphalt materials can not be placed within or where they could enter the "waters of the State". Asphalt that is placed in fill will be placed above the water table and covered by a minimum of one foot of soil.

31. Placement decisions about asphaltic materials must be made on case-by-case basis, so that such materials will be placed far enough away from the waters of the State to prevent weather (erosion) or maintenance operations from dislodging the material into State waters. It is the responsibility of the Caltrans representative to determine what distance will meet this requirement. If the Caltrans representative is not certain or needs assistance determining where the asphaltic material should be placed, he or she has the option of consulting either with the Department or with a Caltrans District 6 Biologist. Attachment F provides guidelines for the use of asphaltic materials.

32. Any equipment or vehicles driven and/or operated within or adjacent to the stream will be checked and maintained daily, to prevent leaks of materials that could be deleterious to aquatic life. Staging/storage areas for equipment and materials will be located outside of the stream.

Restoration

33. Excess material must be removed from the work site pursuant to Department of Transportation Standard Specifications Section 7-1.13.

34. Structures and associated materials not designed to withstand high seasonal flows will be removed to areas above the high water mark before such flows occur.

35. If the stream's low flow channel, bed or banks have been altered, these will be returned as nearly as possible to their original configuration and width, without creating erosion problems.

36. Caltrans will stockpile the upper two inches (2") of topsoil that is removed as part of agreed work, and will later replace the material on it's original location.

37. Caltrans will plant native riparian vegetation, or other District Biologist approved plants as appropriate, on the re-contoured slopes and all other cleared areas. Restoration will include the re-vegetation of all disturbed soils and new fill.

38. Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials will be used for such stabilization. The need to install non-erodible materials will require Caltrans to consider the activities as Category 2 work.

CATEGORY 1: No Additional Review Required

Work is considered Category 1 if it can be done under the Standard Provisions above without modification. Category 1 work does not require any additional internal notification or review.

CATEGORY 2: Additional Internal Review Required

1. Maintenance activities may require certain work that is not permitted under the Category 1 Standard Provisions. Category 2 work is for activities that require exceptions to the limits placed on Category 1 and are not emergency work (Category 3) or located in the specific locations of Category 4. Activities that may trigger the need for an exception to the Standard Provisions include but are not limited to the following: changes in work windows, temporary water diversions, removal of trees over 1" dbh, need for vehicles in the stream, need for silt ponds, listed species or species of special concern potentially present.

2. All exceptions to the Standard Provisions of Category 1 will be addresses through the internal Maintenance Notification and Environmental Review process with the use of form CTD6-1601.

3. Except where they conflict, activities conducted as Category 2 are subject to all of the same Standard Provisions that are listed for Category 1 work. Conflicts defer to the exceptions developed in the internal review process.

4. Any activities that occur on the waters of the San Joaquin River, Kings River, Tule River, Kaweah River, Kern River, or Rancheria Creek, Lake Isabella, Shaver Lake, Huntington Lake, Lake Success, and Lake Kaweah are Category 2 and will need to be documented and conditioned on form CTD6-1601.

CATEGORY 3: Emergency

1. CEQA defines "emergency" as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Emergency" includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage (Attachment B: Definitions). In an emergency situation, Caltrans may operate under the emergency clause of Fish and Game Code Section 1601(Attachment C:).

2. Fish and Game Code Section 1601 does not apply to any of the following actions, except that notification will be made by Caltrans to the Department within 14 days from the date of the commencement of the emergency work:

- Immediate emergency work necessary to protect life or property.
- Immediate emergency repairs to public service facilities necessary to maintain service as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code.
- Emergency work undertaken, carried out, or approved by Caltrans to maintain, repair, or restore an existing highway, as defined in Section 360 of the Vehicle Code, except for a highway designated as an official state scenic highway pursuant to Section 262 of the Streets and Highways Code, within the existing right-of-way of the highway, damaged as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, within one year of the damage. This paragraph does not exempt from this section any work undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.

3. When time permits during the emergency, or as soon after the emergency as possible, Caltrans will have a Department representative, or a Caltrans District biologist on-site to protect special-status species and their associated habitats, during the emergency work and subsequent clean-up.

4. The Caltrans internal Maintenance Notification and Environmental Review process will be used for all emergency actions. Caltrans District 6 Biologists shall complete form CTD6 – 1601 and submit a copy to the Department. This will satisfy the notification requirement pursuant to the emergency provision of the Code.

5. Activities under Category 3 may require special provisions and/or mitigation measures, as determined by the Caltrans District Biologist and reported on form CTD6 – 1601. Caltrans will implement those special provisions and mitigation measures.

CATEGORY 4: Specific Locations

1. Category 4 is reserved for specific locations where there is a history of work that has shown that modifications to the Standard Provisions (as listed for Category 1 activities) are necessary. The special conditions and modifications to the Standard Provisions are provided in Attachment I and Attachment J.

2. Except where they conflict, activities that are conducted at Category 4 locations are subject to the same Standard Provisions listed for Category 1 work. Conflicts defer to the Standards shown for the specific locations in Attachment I and Attachment J.

3. Unless additional modifications to the Standard Provisions are needed, work at Category 4 locations does nor require additional environmental review. If exceptions are needed these can be requested by using form CTD6-1600 and participating in the Caltrans internal Maintenance Notification and Environmental Review process.

V. Reporting Requirements

1. Part of the Caltrans internal notification process requires the preparation of a form developed by Caltrans (CTD6-1601) for many of the activities covered by this Agreement. Caltrans will submit to the Department a copy of each form CTD6-1601 that is processed in their internal review. This will serve as the method of reporting maintenance work conducted under this Agreement. By December 31, all forms CTD6-1601 for activities performed in the calendar year will be submitted to the Department's Environmental Services San Joaquin Valley and Southern Sierra Regional Office.

2. Notification to the Department is required for "Emergency" activities, within 14 days of the commencement of the activity (see Attachment B; Definitions - "Emergency" and Attachment C; Fish and Game Code Section 1601(f)). Form CTD6- 1601 may be used to meet this requirement.

3. Caltrans will use special designation number M3405 to keep track of work done under this Agreement. All correspondence will be identified with Caltrans' special designation number and the Department's Notification number (4-021-99).

VI. Amendment, Termination, Time Periods, And Fees

1. All provisions this Agreement remain in force throughout the term of the Agreement. Any provision of the Agreement may be amended at any time provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.

2. The Agreement may be terminated by either party, subject to thirty (30) days written notification, except as follows. The Agreement may not be terminated until all mitigation requirements are satisfied. Amendment rather than termination of the Agreement may be appropriate to insure fulfillment of the mitigation provisions.

3. If violations of this Agreement occur, the Department may consider terminating or reducing the scope of the Agreement. Prior to such termination or reduction in scope, the Department will first consider other options including the selective removal of the Caltrans Maintenance Region (North or South) that committed the violation. Said Maintenance Region would loose authorization to work under this Agreement.

4. Department may enter into agreements with applicants for a term of not more than five years for the performance of operations on projects subject to Section 1601. This agreement shall be renewed automatically by the Department at the expiration of its term unless the Department determines that there has been a substantial change in conditions. If there is a disagreement between the Department and Caltrans whether there has been a substantial change in conditions, the Department and Caltrans shall proceed to arbitration. The Department may charge a fee when the Agreement is entered into and for each renewal, but may not charge an annual fee for this purpose.

5. This Agreement will remain in effect for 5 years from the date of the final approval signature, or until either Caltrans or the Department chooses to terminate it.

6. California Code of Regulations, Title 14 Section 699.5 establishes fees for projects. It is agreed that the full scope of activities done under this Agreement constitute a single project. The initial fee for this Agreement will be $1,191.00. This Agreement may be renewed in increments of five years. The renewal fee at the time of signing is $109.00. Future renewal fees will be subject to the prevailing fee schedule at the time of renewal. Amendments at the time of signing are subject to a fee of $595.50. Future amendment fees will be subject to the prevailing fee schedule at the time of amendment.

SIGNATURE PAGE

PREPARED BY: Wendy J Philpott 2/22/99

Wendy Philpott
Associate Biologist
Caltrans District 6
Date

REVIEWED BY:

Dana York 3/1/99

Dana York
Associate Biologist
Caltrans District 6
Date

Perry Coy 2-25-99

Perry Coy
Associate Biologist
Caltrans District 6
Date

Michael Mulligan 2/24/99

Michael Mulligan
Environmental Specialist
California Department of Fish and Game
San Joaquin Valley and Southern Sierra Region
Date

Virginia VonBerg 3/2/99

Virginia VonBerg
Biologist
Caltrans District 6
Date

APPROVED BY:

Mark D. Alat 3/1/99

Mark Der Matoian
Caltrans District 6
District Division Chief
Maintenance and Operations
Date

George D. Nokes 2/24/99

George D. Nokes
Regional Manager
California Department of Fish and Game
San Joaquin Valley and Southern Sierra Region
Date

ATTACHMENT A: Maintenance Notification and Environmental Review Stream/Lake Alterations - Instructions

1. These instructions are intended to guide maintenance personnel in assuring that their routine maintenance and emergency activities are consistent with the provisions of the Fish and Game Code 1601 Stream Alteration Agreement #4-021-99 (Agreement). Any person responsible for planning work within or adjacent to streams or lakes in District 6, should read and become familiar with the terms of this Agreement.

2. Caltrans will use special designation number M3405 to keep track of work done under this Agreement.

3. Prior to applying the terms of this Agreement, the person responsible for obtaining permits for the work must make determinations regarding 1) potential impacts to rare, threatened or endangered species, and 2) the appropriate use of a CEQA Categorical Exemption for the specific work. Questions regarding these subjects should be directed to the District Biologist.

4. It is the responsibility of the Caltrans representative proposing the work to determine the appropriate Category for the specific activities and location of work. The four Categories are defined on pages 9-11 of the Agreement.

5. All references to the "Standard Provisions" refer to the 38 provisions so designated on pages 5-9 of the Agreement.

6. If the proposed work can be accomplished under the Standard Provisions, without exception, the work is Category 1, and may proceed without additional notification or environmental review.

7. If any of the Standard Provisions preclude all, or even a portion of the proposed work, then an exception to the Standard Provisions is required. Work that requires exceptions to the Standard Provisions is considered Category 2. An exception is obtained by submitting Caltrans form CT6-1601 to the District Biologist. The instructions for filling out the form are in Attachment A.

8. Any proposed work that has the potential to impact rare, threatened or endangered species is considered Category 2 and requires internal notification using form CT6-1601.

9. Any work that is proposed within or adjacent to the following waters is considered Category 2 and requires internal notification using form CT6-1601; San Joaquin River, Kings River, Tule River, Kaweah River, Kern River, Rancheria Creek, Lake Isabella,

Shaver Lake, Huntington Lake, Lake success, and Lake Kaweah.

10. If the proposed work includes aspects of both Category 1 and Category 2, it will be considered to be in Category 2.

11. If the proposed work is an "Emergency" by definition (Attachment B), it is considered Category 3 and may proceed under the terms of the Agreement for emergencies (page 10). The completion of form CT6-1601 is required for Category 3 work because the form will be used for the emergency notification to the Department of Fish and Game.

12. Category 4 consists of work at specific locations where additional provisions have been previously identified. These Specific Locations are listed in Attachments I and J. Category 4 work is subject to all of the Standard Provisions except those that are modified by the project descriptions in Attachments I and J.

13. If the proposed work in Category 4 locations requires exceptions to the Standard Provisions beyond those identified in Attachments I and J, then form CT6-1601 should be used to obtain the exception.

14. Except for emergency work, any time a form CT6-1601 is used, it will be submitted to the District Biologist. The District Biologist will complete Section 2 and Section 3. Form CT6-1601 when completed by the District Biologist and returned to the requestor, becomes part of the Fish and Game Agreement. Caltrans may not proceed with the work unless the restrictions identified on form CT6-1601 are incorporated into the proposed activities.

ATTACHMENT A (continued): FORM CTD6 - 1601 AND INSTRUCTIONS FOR COMPLETION

SECTION 1: TO BE COMPLETED BY REQUESTOR

Requestor/Title/Phone: Self explanatory
Location of Work: County, Route, Post Mile and the name of the project.
Description of Work:

Who is doing the work? (contractor, maintenance station, etc.)
What is being done? (describe the project)
When will the project take place? (start and end date, approximate project duration)
Why is the project being done? (safety, emergency, general road maintenance)
What equipment will be used on this project?

SECTION 2: FIELD REVIEW OF PROJECT

Issued To: Self explanatory
Issued By: Biologist's name
Work Period: Approximate start and end dates (period agreement is good for)
Work Restrictions: ESAs, mitigation requirements, etc.
Category of Work: Circle the appropriate category. Choose only one.

SECTION 3: BIOLOGICAL INFORMATION

Need CESA/FESA Consultation/Species: Write Yes or No. If Yes, indicate which ESA applies, and identify the species.

Habitat Classification/Vegetation Present: To classify habitat, use *Preliminary Descriptions of the Terrestrial Natural Communities of California*, by R. F. Holland (October 1986). List the species of vegetation present within the project area.

Known Sensitive Resources: List all sensitive resources (examples include wetlands vernal pools, riparian vegetation, sensitive plant populations, etc.)

Adjacent Land Type: Land types adjacent to the project area. This may include agriculture, weedy areas, fallow fields, or, if native vegetation exists, identify the habitat using Holland's *Preliminary Descriptions of the Terrestrial Natural Communities of California.*

Effects of Project on Biological Resources: Make a determination of the effects of the project on biological resources, and justify your reasoning. Note that the determination can be either "May Effect" or "No Effect."

Work Site Diagram: Draw as completely as possible a diagram of the project boundaries, equipment staging areas, environmentally sensitive areas, and any other important information.

CALTRANS DISTRICT 6 MAINTENANCE NOTIFICATION

1601 Agreement Notification Number 4-021-99

SECTION 1: TO BE COMPLETED BY REQUESTOR

REQUESTOR/TITLE	PHONE NUMBER	
DATE OF REQUEST	PROJECT START DATE	EA
LOCATION OF WORK (COUNTY, ROUTE, PM, NAME)		
DESCRIPTION OF WORK (INCLUDING EQUIPMENT NEEDED)	CATEGORY OF WORK 2 3 4	

SECTION 2: FIELD REVIEW OF PROJECT

ISSUED TO (INCLUDE TITLE)	PHONE NUMBER
ISSUED BY (NAME & TITLE)	PHONE NUMBER
DATE ISSUED	WORK PERIOD (START/END)
RESTRICTIONS ON WORK	

This form (Pages 1 and 2) are only valid if issued by a Caltrans District 6 Biologist or California Department of Fish and Game, San Joaquin Valley and Southern Sierra Regional Office representative. This form when accompanied by 1601 Agreement Notification Number 4-021-99 is a valid 1601 agreement and shall be present on the work site at all times.

White Copy - Caltrans D6 Biology Staff Pink Copy - Requestor Yellow Copy - CDFG - San Joaquin Valley & Southern Sierra Region

CALTRANS DISTRICT 6 MAINTENANCE NOTIFICATION

1601 Agreement Notification Number 4-021-99

SECTION 3: BIOLOGICAL INFORMATION

NEED CESA/FESA CONSULTATION/SPECIES

HABITAT CLASSIFICATION/VEGETATION PRESENT

KNOWN SENSITIVE RESOURCES

ADJACENT LAND TYPE

EFFECTS OF PROJECT ON BIOLOGICAL RESOURCES

WORK SITE DIAGRAM

N

This form (Pages 1 and 2) are only valid if issued by a Caltrans District 6 Biologist or California Department of Fish and Game, San Joaquin Valley and Southern Sierra Regional Office representative. This form when accompanied by 1601 Agreement Notification Number 4-021-99 is a valid 1601 agreement and shall be present on the work site at all times.

White Copy - Caltrans D6 Biology Staff Pink Copy - Requestor Yellow Copy - CDFG - San Joaquin Valley & Southern Sierra Region

ATTACHMENT B: DEFINITIONS

Bed and Bank - "An elevation of land which confines the waters of a stream when they rise out of the bed.... Banks are fast land on which vegetation appropriate to such land in the particular locality grows wherever the band is not to steep to permit such growth and bed is soil of a different character and having no vegetation or only such as exists when commonly submerged in water."

Banks are further defined as - "A water-washed and relatively permanent elevation or acclivity at the outer lines of a river bed that separates the bed from the adjacent upland."

Diameter breast height (dbh) - 4.5 inches from the butt end of the tree on the down hill side.

Channel - "The physical area of the watercourse over which water flows on a regular basis during the "normal" period of the hydrologic cycle. In flood stage water typically overflows the channel onto those portions of the bed of the watercourse which lies in the flood plain but on western streams more typically the stream bank marks a boundary between seasonal flood plain flows and upland not generally subject to flooding.

District 6 Biologist or District Biologist – A person employed by Caltrans, District 6, who is classified as an Environmental Planner "Natural Sciences" position. Currently this includes:

Wendy Philpott, Biologist	445-5882	Fresno and Madera counties
Dana York, Biologist	488-4202	Fresno, Madera, Kings, Tulare counties
Virginia VonBerg, Biologist	445-5939	Kings and western Kern counties
Perry Coy, Biologist	488-4263	Western Kern and Tulare counties

Emergency - CEQA defines "emergency" as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services "lands" includes such occurrences as riot, accident, or sabotage.

Environmentally Sensitive Area (ESA) - Caltrans has developed a list of Environmentally Sensitive Areas (ESAs) and has established criteria for resource protection in those areas. These restrictions on work in the ESA will be implemented by Caltrans. On a yearly basis (calendar year), an updated ESA list will be provided by Caltrans District Biologists to the Department and to Caltrans Maintenance Regional managers.

Fish and Wildlife Resources - Fish and wildlife resources include wild mammals, birds, reptiles, fish, amphibians, mollusks, crustaceans, and other invertebrates, including any part, spawn, or ova, plants, and the habitats upon which they depend.

Lake - "A considerable body of standing water in a depression of land or expanded part of a closed basin serving to drain surrounding country; or a body of water of considerable size surrounded by land; a widened portion of a river or a lagoon."

Maintenance – Those activities performed by Caltrans maintenance crews or contractors, which include the following:

a. "The preservation and keeping of rights of way, and each type of roadway, structure, safety convenience of device, planting, illumination equipment and other facility, in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement."

b. "Operation of special safety conveniences and devices, and illumination equipment."

c. "The special or emergency maintenance or repair necessitated by accidents or by storms, or other weather conditions, slides, settlements or other unusual or unexpected damage to a roadway, structure or facility."

River - "A natural stream of water, of greater volume than a creek or rivulet, flowing in a more or less permanent bed or channel, between defined banks or walls, with a current which may either be continuous in one direction or affected by the ebb and flow of the tide."

Stream - "A stream is a body of water that flows at least periodically or intermittently through a bed or channel having banks and supports fish or other aquatic life. This includes watercourses having a surface or subsurface flow that supports or has supported riparian vegetation."

Terms of this Agreement - Include all activities and provisions agreed to in the Agreement (Pages 2 through 12), and Attachments C (Fish and Game Code 1600et al.), Attachment D (Chapter C6, Caltrans Maintenance Storm Water Pollution Prevention Program June 1998), Attachment E (Fish and Game, Sections 5650 and 12015), Attachment F (Guidelines for the Use of Asphaltic Materials), Attachment G (Erosion Control Special Provisions, and Attachment H (Exhibit 1 & 2).

Waters of the State - Any water, surface or underground, including saline waters, within the boundaries of the state.

ATTACHMENT C: FISH AND GAME CODE 1600

Chapter purpose.
The protection and conservation of the fish and wildlife resources of this state are hereby declared to be of utmost public interest. Fish and wildlife are the property of the people and provide a major contribution to the economy of the state as well as providing a significant part of the people's food supply and therefore their conservation is a proper responsibility of the state. This chapter is enacted to provide such conservation for these resources.

1601. Adverse construction projects; arbitration, etc.
(a) Except as provided in this section, general plans sufficient to indicate the nature of a project for construction by, or on behalf of, any state or local governmental agency or any public utility shall be submitted to the department if the project will (1) divert, obstruct, or change the natural flow or the bed, channel, or bank of any river, stream, or lake designated by the department in which there is at any time an existing fish or wildlife resource or from which these resources derive benefit, (2) use material from the streambeds designated by the department, or (3) result in the disposal or deposition of debris, waste, or other material containing crumbled, flaked, or ground pavement where it can pass into any river, stream, or lake designated by the department. If an existing fish or wildlife resource may be substantially adversely affected by that construction, the department shall notify the governmental agency or public utility of the existence of the fish or wildlife resource together with a description thereof and shall propose reasonable modifications in the proposed construction that will allow for the protection and continuance of the fish or wildlife resource, including procedures to review the operation of those protective measures. The department's description of an existing fish or wildlife resource shall be specific and detailed and the department shall make available upon request the information upon which its conclusion is based that the resource may be substantially adversely affected. The proposals shall be submitted within 30 days from the date of receipt of the plans, except that the time period may be extended by mutual agreement. Upon a determination by the department and after notice to the affected parties of the necessity for an onsite investigation or upon the request for an onsite investigation by the affected parties, the department shall make an onsite investigation of the proposed construction and shall make the investigation before it proposes any modifications.

(b) (1) Within 14 days from the date of receipt of the department' s proposals, the affected agency or public utility shall notify the department in writing whether the proposals are acceptable, except that the time period may be extended by mutua greement. If the department's proposals are not acceptable to the affected agency public utility, the agency or public utility shall so notify the department. Upon request, the dep rtment shall meet with the affected agency or public utility within seven days of receipt of the notification, or at a time mutually agreed upon, for the purpose of developing proposals that are acceptable to the department and the affected agency or public utility.

(2) If mutual agreement is not reached at the meeting held pursuant to paragraph (1), a panel of arbitrators shall be established. The panel of arbitrators shall be established within seven days from the date of the meeting, or at a time mutually agreed upon, and shall be composed of one representative of the department, one representative of the affected agency or public utility, and a

third person mutually agreed upon, or if no agreement can be reached, the third person shall be appointed in the manner provided by Section 1281.6 of the Code of Civil Procedure. The third person shall act as chair of the panel. The panel may settle disagreements and make binding decisions regarding the fish and wildlife modifications. The arbitration shall be completed within 14 days from the date that the composition of the panel is established, unless the time is extended by mutual agreement. The expenses of the department representative shall be paid by the department; the expenses of the representative of the governmental agency or the public utility shall be paid by the governmental agency or the public utility; and the expenses of the chair of the panel shall be paid one-half by each party.

(c) A governmental agency or public utility proposing a project subject to this section shall not commence operations on that project until the department has found that the project will not substantially adversely affect an existing fish or wildlife resource or until the department's proposals, or the decisions of a panel of arbitrators, have been incorporated into the project. The department shall not condition the streambed alteration agreement on a project subject to this section on the receipt of another state or federal permit.

(d) The department shall determine and specify types of work, methods of performance, or remedial measures that are exempt from the operation of this section.

(e) With regard to any project that involves the routine maintenance and operation of water supply, drainage, flood control, or waste treatment and disposal facilities, notice to, and agreement with, the department is not required subsequent to the initial notification and agreement, unless the work as described in the agreement, is substantially changed or conditions affecting fish and wildlife resources substantially change, and the resources are adversely affected by the activity conducted under the agreement. This subdivision applies in any instance where notice to, and agreement with, the department has been attained, prior to January 1, 1977.

(f) This section does not apply to any of the following projects, except that notification by the agency or public utility performing any of the following projects shall be made to the department within 14 days from the date of the commencement of the project:

(1) (A) Immediate emergency work necessary to protect life or property.

(B) Immediate emergency repairs to public service facilities necessary to maintain service as a result of a disaster in a disaster-stricken area in which a state of emergency has been proclaimed by the Governor pursuant to Chapter 7 (commencing with Section 8550) of Division 1 of Title 2 of the Government Code.

(2) Emergency projects undertaken, carried out, or approved by a public agency to maintain, repair, or restore an existing highway, as defined in Section 360 of the Vehicle Code, except for a highway designated as an official state scenic highway pursuant to Section 262 of the Streets and Highways Code, within the existing right-of-way of the highway, damaged as a result of fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide, within one year of the damage. This paragraph does not exempt from this section any project undertaken, carried out, or approved by a public agency to expand or widen a highway damaged by fire, flood, storm, earthquake, land subsidence, gradual earth movement, or landslide.

(g) The department may enter into agreements with applicants for a term of not more than five years for the performance of operations on projects subject to this section. The terms of the agreement may be renegotiated at any time by mutual consent of the parties. Each agreement

shall be renewed automatically by the department at the expiration of its term unless the department determines that there has been a substantial change in conditions. If there is a disagreement between the department and the applicant as to whether there has been a substantial change in conditions, the department and the applicant shall proceed to arbitration pursuant to subdivision (b). The department may charge a fee when the agreement is entered into and for each renewal, but may not charge an annual fee for this purpose.

1602. Notice of obstruction-arbitration, etc.
In addition to the provisions of Section 1601, the department, following submission of the modifications referred to in Section 1601, shall by mutual agreement with any state agency proposing such project, establish such procedures that the parties deem necessary to provide adequate review of the proposed modifications and consideration of alternative conditions designed to protect existing fish and wildlife resources. If no agreement can be reached between the department and the state agency proposing the project, the procedures for arbitration specified in Section 1601 shall then apply.

1604. Any party affected by a decision made by an arbitration panel pursuant to Section 1601 or 1603 may petition a court of competent jurisdiction for confirmation, correction, or vacation of the decision in accordance with the provisions of Chapter 4 (commencing with Section 1285) of Title 9 of Part 3 of the Code of Civil Procedure.

1605. Bid notice to include modifications or conditions.
Any governmental agency, state or local, or public utility which intends to specify any location of possible construction material such as borrow pits or gravel beds, for the use in any construction project undertaken on its behalf which would be subject to this chapter, shall include in any notice inviting bids, any modifications or conditions established pursuant to Section 1601 of this code.

ATTACHMENT D: CHAPTER C6, CALTRANS MAINTENANCE STORM WATER POLLUTION PREVENTION PROGRAM June 1998

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C6.00 Maintenance Storm Water Pollution Policy
C6.01 Responsible Parties
C6.02 Background and Legal Requirements
C6.03 Caltrans Storm Water Quality Handbook – Maintenance Staff Guide

C6.00 Maintenance Storm Water Pollution Prevention Policy

Caltrans Maintenance is assigned the care and upkeep of State highways. Maintenance uses methods that protect the environment and State's investment while providing a traveling public with a safe and usable highway system.

Within the State highways and other Caltrans facilities, Maintenance will:

(A) Use methods and materials that will minimize impact on storm water runoff, as described in this chapter, in the Caltrans Storm Water Quality Handbook – Maintenance Staff Guide, and in District guidelines.

(B) Follow all appropriate State, Federal and local laws and regulations regarding water quality.

(C) Meet all requirements of Regional Water Quality Control Board (RWQCB) and State Water Resources Control Board (SWRCB) orders.

Maintenance will adapt its program to meet changes in law and to keep current as new technologies are developed.

C6.01 Responsible Parties

The Maintenance Program is responsible for developing this chapter and for making revisions as needed. This chapter provides the Maintenance policy regarding water quality.

In conjunction with the Environmental Program, Maintenance has developed the Caltrans Storm Water Quality Handbook – Maintenance Staff Guide ("Staff Guide"). The Staff Guide is the guidance document that provides detailed descriptions of Best Management Practices (BMPs) for water pollution prevention in maintenance activities, and instruction for implementation of these practices in the Districts.

The Maintenance Program will coordinate with the Environmental Program, the designated lead for Caltrans storm water issues, to ensure that this chapter and other guidance documents are not in conflict with Departmental policy.

The following persons are responsible for implementing the Maintenance storm water quality policy:

(A) The Maintenance Program Manager issues Statewide policies, procedures and guidelines for Maintenance storm water quality issues. The Program Manager will ensure that the Maintenance Program has coordinated with the Environmental Program as appropriate.

(B) The Statewide Maintenance Storm Water Coordinator is the liaison with the Environmental Program. He or she provides guidance to District NPDES (or Storm Water) Coordinators regarding water quality issues. The Statewide Storm Water Coordinator is responsible for overseeing development of storm water guidance documents used by Maintenance.

(C) The District Division Chief of Maintenance and Operations reports to the District Director and is responsible for the Maintenance Division. He or she has direct supervision over Maintenance Managers I and II. The Maintenance Division is responsible for maintenance of the highway system, operation of Maintenance facilities, and response to spills of hazardous and non-hazardous materials on Caltrans rights of way.

(D) The District NPDES (or Storm Water) Coordinator provides support to District Maintenance Division personnel in implementing storm water quality protection practices.

(E) The District Hazmat Coordinator or Hazmat Specialist coordinates response to spills of hazardous substances on Caltrans rights of way and coordinates management of self-generated waste. The Coordinator or Specialist is usually responsible for providing training information associated with hazardous materials, and may be responsible for assisting in implementation of some storm water quality protection practices in the District.

(F) The District Landscape Specialist provides guidance regarding use of pesticides and chemical control of vegetation in field maintenance operations. The Landscape Specialist is responsible for ensuring that all chemicals used in the District are approved by regulatory agencies.

(G) Maintenance Managers I and II with field responsibility, direct maintenance activities within regions of the district. Each region is subdivided into maintenance areas. The Region Manager provides direct supervision to the Area Superintendents within his or her region.

(H) Area Maintenance Superintendents and Structural Steel Superintendents direct maintenance activities within Maintenance Areas and provide direct supervision to supervisors. Areas contain multiple maintenance facilities.

(I) All Maintenance Supervisors (Road, Landscape, Special Crews and Structural Steel) are responsible for first line supervision of maintenance employees' assignments. Such training includes issues related to compliance with storm water quality. Supervisors provide on the job training to their crews to meet specific water quality requirements.

The term "NPDES" refers to the National Pollutant Discharge Elimination System, described under C6.02. For detailed descriptions of terms and acronyms commonly used in documents related to storm water, see the Caltrans Storm Water Quality Handbook – Maintenance Staff Guide, Appendix A: Abbreviations, Acronyms and Definitions of Terms.

C6.02 Background and Legal Requirements

The National Pollutant Discharge Elimination System (NPDES) is the national program for administering and regulating discharges to receiving waters according to the federal Clean Water Act (CWA) of 1972. In 1987, amendments to the CWA added Section 402 (p), which establishes a framework for regulating municipal and industrial storm water discharge, including storm water runoff from Caltrans highways and facilities.

Title 40 of the Code of Federal Regulations, Part 122, Section 26 (40 CFR 122.26) requires the issuance of NPDES permits for the discharge of storm water from large and medium sized municipalities, industrial facilities and construction sites.

In some districts, waste-water NPDES permits may be required instead of municipal storm water permits. Only eight counties in the state currently fall under municipal storm water guidelines as described above. Local regulatory agencies vary in their requirements. The District NPDES Coordinator can provide guidance as to the requirements that apply in each District.

The regulations define "municipal separate storm sewer" as a conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man–made channels, or storm drains.

As the responsible agency for the construction, operation and maintenance of the highways and facilities within the State, Caltrans is considered a "discharger" to waters of the United States. The storm water runoff from this roadway system is discharged by way of storm water collection and conveyance systems. These discharges are potential contributors of pollutants to waters of the United States.

The issuance of general, individual, system-wide, jurisdiction-wide, and area-wide NPDES permits to regulate storm water discharges is allowed by federal regulations.

In California, the State Water Resources Control Board (SWRCB), authorized by the U.S. Environmental Protection Agency (EPA), has issued a general permit for storm water discharges associated with construction activities statewide. A jurisdiction-wide approach is used to regulate and control storm water runoff from Caltrans-owned facilities and construction sites for municipal permits.

There are nine Regional Water Quality Control Boards (RWQCB) in California. The RWQCB region boundaries do not correspond with those of counties or Caltrans districts. Districts obtain municipal, waste-water or other NPDES permits, from the appropriate RWQCB(s), either alone or jointly with one or more districts within the RWQCB region.

Caltrans is currently negotiating with the SWRCB for a statewide NPDES permit. When this permit is in place, it will supersede all regional permits and will be effective in all Districts.

C6.03 Caltrans Storm Water Quality Handbook – Maintenance Staff Guide

The Caltrans Storm Water Quality Handbook – Maintenance Staff Guide (Staff Guide) is the key document in the Maintenance effort to protect water resources. That document provides detailed instructions for incorporating Best Management Practices (BMPs) in maintenance activities.

The key components of the Staff Guide are:

(A) Objectives of Maintenance Storm Water Program.

(B) Pollutants of Concern for Highway Maintenance Activities and Facilities.

(C) Incorporation of Storm Water Controls into Maintenance Programs and Activities.

(D) Program Evaluation.

(E) Detailed Maintenance Best Management Practices (BMPs) for use in field maintenance activities, both at maintenance stations and for each type of maintenance operation.

ATTACHMENT E: FISH AND GAME CODE, SECTIONS 5650 AND 12015

Water Pollution.

(a) Except as provided in subdivision (b), it is unlawful to deposit in, permit to pass into, or place where it can pass into the waters of this state any of the following:

(1) Any petroleum, acid, coal or oil tar, lampblack, aniline, asphalt, bitumen, or residuary product of petroleum, or carbonaceous material or substance.

(2) Any refuse, liquid or solid, from any refinery, gas house, tannery, distillery, chemical works, mill, or factory of any kind.

(3) Any sawdust, shavings, slabs, or edgings.

(4) Any factory refuse, lime, or slag.

(5) Any cocculus indicus.

(6) Any substance or material deleterious to fish, plant life, or bird life.

(b) This section does not apply to a discharge or a release that is expressly authorized pursuant to , and in compliance with, the terms and conditions of a waste discharge requirement pursuant to Section 13263 of the Water Code or a waiver issued pursuant to subdivision (a) of Section 13269 of the Water Code issued by the State Water Resources Control Board or a regional water quality control board after a public hearing, or that is expressly authorized pursuant to, and in compliance with, the terms conditions of a federal permit for which the State Water Resources Control Board or a regional water quality control board has, after a public hearing, issued a water quality certification pursuant to Section 13160 of the Water Code. This section does not confer additional authority on the State Water Resources Control Board, a regional water quality control board, or any other entity.

(c) It shall be an affirmative defense to a violation of this section if the defendant proves, by a preponderance of the evidence, all of the following:

(1) The defendant complied with all applicable state and federal laws and regulations requiring that the discharge or release be reported to a government agency.

(2) The substance or material did not enter the waters of the state or a storm drain that discharges into the waters of the state.

(3) The defendant took reasonable and appropriate measures to effectively mitigate the discharge or release in a timely manner.

(d) The affirmative defense in subdivision (c) does not apply and may not be raised in an action for civil penalties or injunctive relief pursuant to Section 5650.1.

(e) The affirmative defense in subdivision (c) does not apply and may not be raised by any defendant who has on two prior occasions in the preceding five years, in any combination within the same county in which the case is prosecuted, either pleaded nolo contendere, been convicted of a violation of this section, or suffered a judgment for a violation of this section or Section 5650.1. This subdivision shall apply only to cases filed on or after January 1, 1997.

(f) The affirmative defense in subdivision (c) does not apply and may not be raised by the defendant in any case in which a district attorney, city attorney, or Attorney General alleges, and the court finds, that the defendant acted willfully.

5650.1. Civil penalty for water pollution.

(a) Every person who violates Section 5650 is subject to a civil penalty of not more than twenty-five thousand dollars ($25,000) for each violation.

(b) The civil penalty imposed for each separate violation pursuant to this section is separate, and in addition to, any other civil penalty imposed for a separate violation pursuant to this section or any other provision of law.

(c) In determining the amount of any civil penalty imposed pursuant to this section, the court shall take into consideration all relevant circumstances, including, but not limited to, the nature, circumstance, extent, and gravity of the violation. In making this determination, the court shall consider the degree of toxicity and volume of the discharge, the extent of harm caused by the violation, whether the effects of the violation may be reversed or mitigated, and with respect to the defendant, the ability to pay, the effect of any civil penalty on the ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the gravity of the behavior, the economic benefit, if any, resulting from the violation, and any other matters the court determines justice may require.

(d) Every civil action brought under this section shall be brought by the Attorney General upon complaint by the department, or by the district attorney or city attorney in the name of the people of the State of California, and any actions relating to the same violation may be joined or consolidated.

(e) In any civil action brought pursuant to this chapter in which a temporary restraining order, preliminary injunction, or permanent injunction is sought, it is not necessary to allege or prove at any stage of the proceeding that irreparable damage will occur if the temporary restraining order, preliminary injunction, or permanent injunction is not issued, or that the remedy at law is inadequate.

(f) After the party seeking the injunction has met its burden of proof, the court shall determine whether to issue a temporary restraining order, preliminary injunction, or permanent injunction without requiring the defendant to prove that it will suffer grave or irreparable harm. The court shall make the determination whether to issue a temporary restraining order, preliminary injunction, or permanent injunction by taking into consideration, among other things, the nature, circumstance, extent, and gravity of the violation, the quantity and characteristics of the substance or material involved, the extent of environmental harm caused by the violation, measures taken by the defendant to remedy the violation, the relative likelihood that the material or substance involved may pass into waters of the state, and the harm likely to be caused to the defendant.

(g) The court, to the maximum extent possible, shall tailor any temporary restraining order, preliminary injunction, or permanent injunction narrowly to address the violation in a manner that will otherwise allow the defendant to continue business operations in a lawful manner.

(h) All civil penalties collected pursuant to this section shall not be considered fines or forfeitures as defined in Section 13003 and shall be apportioned in the following manner:

(1) Fifty percent shall be distributed to the county treasurer of the county in which the action is prosecuted. Amounts paid to the county treasurer shall be deposited in the county fish and wildlife propagation fund established pursuant to Section 13100.

(2) Fifty percent shall be distributed to the department for deposit in the Fish and Game Preservation Fund. These funds may be expended to cover the costs of legal actions or for any other law enforcement purpose consistent with Section 9 of Article XVI of the California Constitution.

12015. **Removal of substances placed in waters to detriment of fish, bird or animal life therein; costs.**

(a) It is the intent of the Legislature that expeditious cleanup is the primary interest of the people of the State of California in order to protect the people and the environment of the state.

(b) In addition to any other penalty, anyone responsible for polluting, contaminating, or obstructing waters of this state, or depositing or discharging materials threatening to pollute, contaminate, or obstruct waters of this state, to the detriment of fish, plant, bird, or animal life in those waters, shall be required to remove any substance placed in the waters, or to remove any material threatening to pollute, contaminate, or obstruct waters of this state, which can be removed, that caused the prohibited condition, or to pay the costs of the removal by the department.

(c) Prior to taking any action committing the use of state funds pursuant to this section or Section 5655, the department shall first make a reasonable effort to have the person responsible, when that person is known and readily available, remove, or agree to pay for the removal of, the substance causing the prohibited condition, if the responsible person acts expeditiously and does not cause the prohibited condition to be prolonged to the detriment of fish, plant, animal, or bird life in the affected waters. When the responsible party is unknown or is not providing adequate and timely cleanup, the emergency reserve account of the Hazardous Substance Account in the General Fund shall be used to provide funding for the cleanup pursuant to Section 25351 or 25354 of the Health and Safety Code. When those or other funds are not available, moneys in the Fish and Wildlife Pollution Account shall be available, in accordance with subdivision (b) of Section 12017, for funding the cleanup expenses.

ATTACHMENT F: GUIDELINES FOR THE USE OF ASPHALTIC MATERIALS

State of California

Memorandum

Business, Transportation and Housing Agency

DEPT. OF TRANSP. DIST. 6

93 FEB -3 AM 6:30

ATTENTION: RLB

cc: J. Walter
A. McCuen

To: All District Directors
Attention Deputy District Directors - Construction, Maintenance, Planning, Project Development

Date: January 27, 1993

File No: Materials & Methods
Concrete Asphalt - AC

From: DEPARTMENT OF TRANSPORTATION
Division of Construction

Subject: Department of Fish and Game (DFG) Agreement on AC Grindings, Chunks and Pieces

This memo supersedes the following previous memos guiding the use of AC grindings, chunks, and pieces:

1. Memo signed by John A. Apostolos dated September 9, 1992 (Attachment 3).

2. Memo signed by John A. Apostolos dated August 6, 1992 (Attachment 4).

3. Memo signed by John A. Apostolos and John Allison dated January 16, 1992 (Attachment 5).

4. Memo signed by W. P. Smith dated January 10, 1992 (Attachment 6).

Criteria for implementing the attached understanding (Attachment 1) on the use of these materials between Caltrans and the CA Department of Fish and Game (DFG) are outlined below.

Procedure

The intent of this memorandum is to provide Caltrans personnel (i.e., RE's, PE's and other personnel who negotiate 1601 Agreements with DFG) with guidance on implementation.

The first step is to determine whether there are waters of the State in proximity to the project that could be affected by the reuse of AC. Waters of the State include: 1) Perennial rivers, streams or lakes that flow or contain water continuously for all or most of the year; or 2) Intermittent lakes that contain water from time to time or intermittent rivers or streams that flow from time to time, stopping and starting at intervals, and may disappear and reappear. Ephemeral streams, which are generally exempt under our agreement with DFG, are those that flow only in direct response to rainfall.

EAM / GFN / AML / REW / JDW / HVO

The reuse of AC pavement grindings as contemplated by this new understanding will normally be consistent with the Fish and Game Code and not require a 1601 Agreement when these materials are placed where they cannot enter the waters of the State. However, there are no set rules as to distances and circumstances applicable to the placement of asphaltic materials. Placement decisions must be made on case-by-case basis, so that such materials will be placed far enough away from the waters of the State to prevent weather (erosion) or maintenance operations from dislodging the material into State waters. Site-specific factors (i.e., steep slopes) should be given special care. Generally, when such materials are being considered for placement where there is a potential for problems, DFG should be notified to assist in determining whether a 1601 Agreement is appropriate and what mitigation strategies are available to prevent the materials from entering the waters of the State. When in doubt, it is recommended that the DFG be notified.

If there is the potential for reused AC materials to reach waters of the State through erosion or other means during construction, such work would normally require a 1601 Agreement. Depending on the circumstances, the following measures should be taken:

1. The reuse of AC pavement grindings as fill material and shoulder backing must conform to the Caltrans Standard Specifications, applicable manuals of instruction, contract provisions and the attached understanding (Attachment 1) as discussed above.

2. AC chunks and pieces in embankments must be placed above the water table and covered by at least one foot of material.

Dispute Resolution

There may be circumstances where agreement between the DFG and Caltrans cannot be reached. Should the two agencies reach an impasse, the agencies shall enter into the binding arbitration process outlined in Section 1601 of the Fish and Game Code (See Attachment 2). However, keep in mind that this arbitration process does not exempt Caltrans from complying with the provisions of the Fish and Game Code. Also it should be noted that this process is time consuming, requiring as much as 72 days or more.

Most negotiations over the placement of AC grindings, chunks, and pieces will take place at the district level as a part of the 1601 Agreement process. However, Headquarters will be available to assist with resolving technical or policy questions as Caltrans will continue to work with DFG in developing long-term solutions. Any questions regarding the interpretation of this understanding should be referred to the following individuals:

- Howard Sarasohn, Chief, Environmental Division (916) 263-3418/Calnet 8-435-3418
- Roger Cook, Division of Construction (916) 654-2735/Calnet 8-464-2735
- Kevin Herritt, Office of Project Planning and Design (916) 263-1071/Calnet 8-435-1071
- Gary Gallegos, Division of Maintenance (916) 654-4792/Calnet 8-464-4792

1/29/93

DON BENJAMIN, Chief
Division of State and Local
Project Development

Howard Sarasohn

HOWARD SARASOHN, Chief
Environmental Division

JOHN A. APOSTOLOS, Chief
Division of Construction

BOB COLEMAN, Chief
Division of Maintenance

Attachments (6)

ATTACHMENT :

State of California

Memorandum

To : Mr. Richard P. Weaver, Deputy Director
Transportation Engineering
California Department of Transportation
1120 N Street
Sacramento, California 95814

Date : January 12, 1993

From : Department of Fish and Game

Subject : Memorandum of Understanding On The Use Of Asphalt

This draft Memorandum of Understanding (MOU) outlines the interim agreements between the California Departments of Fish and Game (DFG) and Transportation (Caltrans) reached during the meetings of September 2 and November 30, 1992 regarding the use of asphaltic materials. The intent of this MOU is to describe conditions where use of asphalt road construction material by Caltrans would not conflict with the Fish and Game Code.

Background

Section 5650 of the Fish and Game Code states that it is unlawful to deposit asphalt, other petroleum products, or any material deleterious to fish, plant life, or bird life where they can pass into the waters of the State. In addition, Section 1601 of the Fish and Game Code requires notification to the DFG prior to construction of a project that will result in the disposal or deposition of debris, waste or other material containing crumbled, flaked, or ground pavement where it can pass into any river, stream, or lake designated by the DFG. When constructing transportation facilities, Caltrans frequently uses asphalt in mixed or combined materials such as Asphalt Concrete (AC) pavement. Caltrans also uses recycled AC grindings and chunks. There is a potential for these materials to reach the waters of the State through erosion or inappropriate placement during construction. This MOU provides a working agreement between DFG and Caltrans to facilitate Caltrans' continued use of asphaltic materials and avoid potential conflicts with the Fish and Game Code.

General Understandings

1. These understandings are interim in nature, and will be reviewed and updated after additional study and consideration by Caltrans and DFG.

2. DFG and Caltrans have established two committees, a joint technical committee and a joint policy committee, to review issues related to asphalt use in transportation projects. The joint technical committee will evaluate the potential impacts of asphaltic materials for the joint policy committee who will in turn determine appropriate implementation.

3. These understandings are intended to facilitate Caltrans' use of asphaltic materials where such use is consistent with the Fish and Game Code. The DFG does not have authority to exempt Caltrans from the provision of the Fish and Game Code. Caltrans will remain responsible for compliance with these provisions. The DFG does not consider use of asphaltic materials when consistent with this memorandum to be a violation of the Fish and Game Code.

Specific Understandings

1. Asphalt Use in Embankments

   Caltrans may use AC chunks and pieces in embankments when these materials are placed where they will not enter the waters of the State.

2. Use of AC Pavement Grindings as Shoulder Backing

   Caltrans may use AC pavement grindings as road shoulder backing when these materials are placed where they will not enter the waters of the State.

3. Streambed Alteration Agreements

   Caltrans will notify the DFG pursuant to Section 1601 of the Fish and Game Code when a project involving the use of asphaltic materials or crumbled, flaked, or ground pavement will alter or result in the deposition of pavement material into a river, stream, or lake designated by the DFG. When the proposed activity incorporates the agreements reached under Section 1601 of the Fish and Game Code, and is consistent with Section 5650 of the Fish and Game Code and this memorandum, the DFG will agree to the use of these materials.

In conclusion, Caltrans and the DFG intend to continue working cooperatively to refine this interim understanding, to resolve any remaining technical and policy questions, and to develop a long-term approach to resolving this subject.

Questions regarding this MOU may be referred to the following individuals:

Mr. John L. Turner, Chief, Environmental Services Division, Department of Fish and Game (916) 653-7560;

Mr. Pete Phillips, Environmental Specialist IV, Environmental Services Division, Department of Fish and Game (916) 653-9714;

Mr. Howard A. Sarasohn, Chief, Environmental Division, Department of Transportation, (916) 920-7786;

Mr. Roger Cook, Environmental Coordination, Department of Transportation, (916) 654-2735.

John H. Sullivan
Chief Deputy Director
Department of Fish and Game

I CONCUR:

Richard P. Weaver
Deputy Director
Transportation Engineering
Department of
Transportation

cc: Mr. John H. Sullivan
Chief Deputy Director
Department of Fish and Game

Mr. John Turner
Mr. Pete Phillips
Department of Fish and Game

Mr. Richard Weaver
Deputy Director
Transportation Engineering
Department of Transportation

Attachment 2:
Dispute Resolution Process
With DFG

A dispute resolution process is outlined in Section 1601 of the Fish and Game Code. This process takes place when the Department of Fish and Game (DFG) and a public agency like Caltrans cannot reach agreement as specified in the Fish and Game Code. The length of time for the process can be extended by mutual agreement. The dispute resolution would be made at the District level.

Time Line:

1. Public agency submits plans to DFG.

2. DFG provides mitigation measures within 30 days, including time for onsite inspections.

3. Affected public agency notifies DFG of acceptability of measures within 14 days.

4. Upon request, DFG meets with the affected public agency within 7 days of receipt of such notification or as otherwise agreed.

5. If mutual agreement cannot be reached at the meeting between DFG and the affected public agency, a panel of arbitrators is established within 7 days (unless it's agreed to defer the panel).

   The panel is to be composed of one representative of DFG, one representative of the affected public agency, and a third person to be mutually agreed upon to serve as panel chairperson. DFG and the affected public agency pay for the expenses of their respective representative and split the cost of the third person.

   The panel has the power to settle disagreements and make binding decisions.

6. The panel has 14 days from the time it is established to complete its deliberations unless the time is mutually extended.

ATTACHMENT G: EROSION CONTROL SPECIAL PROVISIONS

- Erosion control work will occur on all exposed soils.
- Any seeding shall be done with *Hordeum vulgare* (cereal barley) or local source native material approved by a Caltrans District 6 Biologist.
- If mulching occurs use rice straw.

ATTACHMENT H: EXHIBIT 1, CONTROL OF NON-NATIVE VEGETATION, AND EXHIBIT 2, CONTROL OF AQUATIC AND WOODY GROWTH

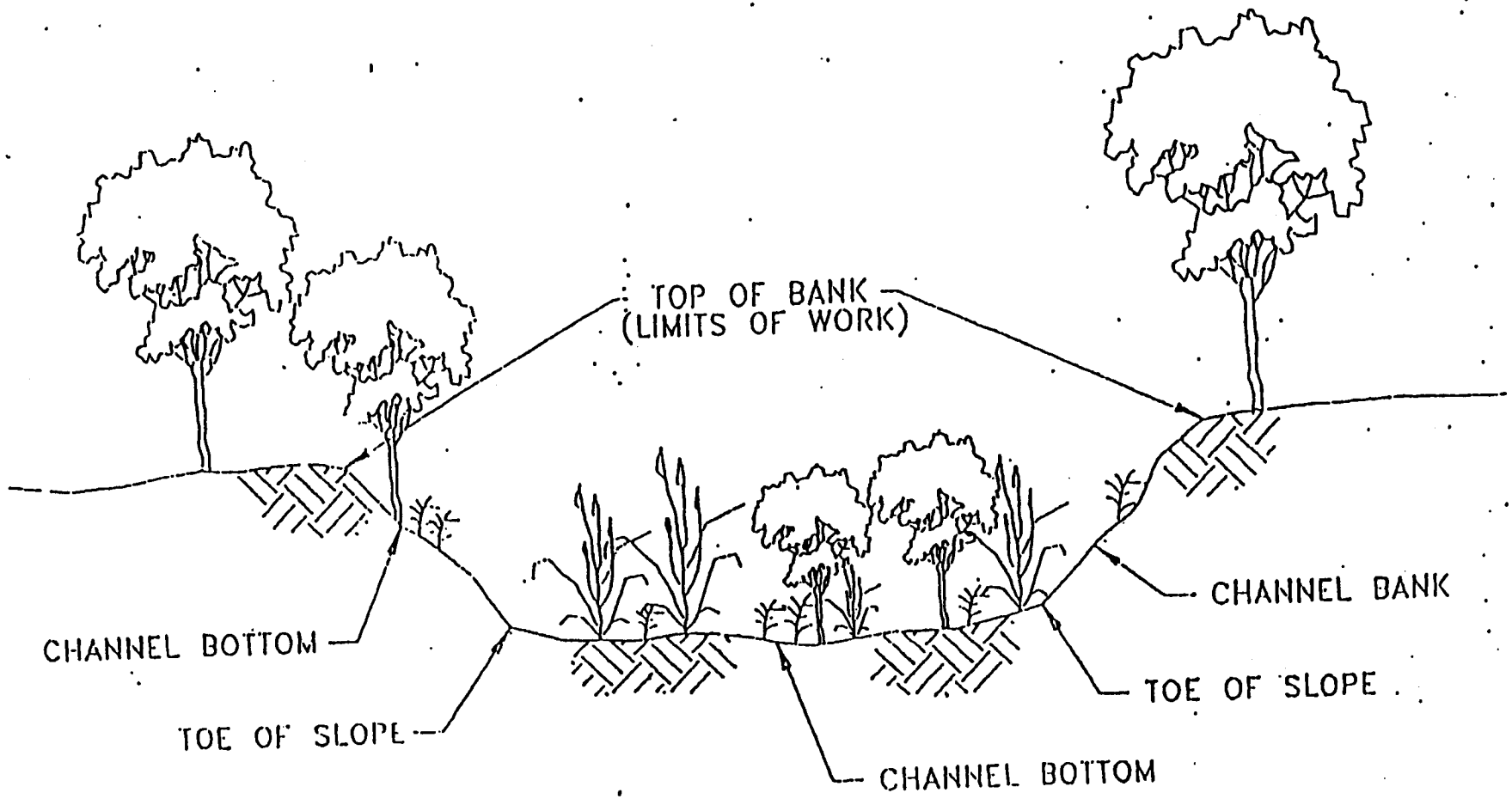

EXHIBIT 1
CONTROL OF NON-NATIVE VEGETATION

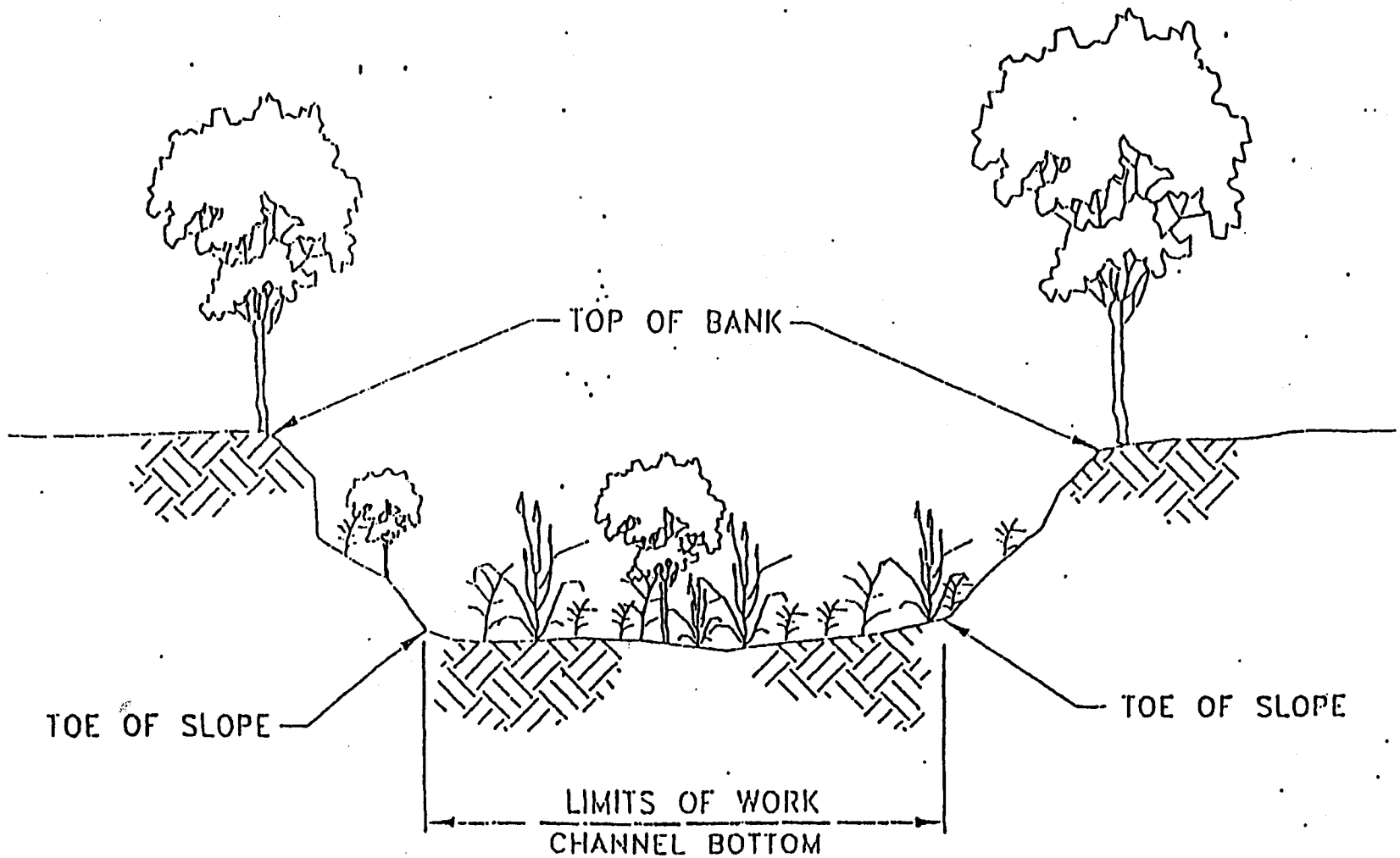

EXHIBIT 2
CONTROL OF AQUATIC
AND WOODY GROWTH

12/28/98

ATTACHMENT I: CATEGORY 4, SOUTH REGION MAINTENANCE SPECIFIC LOCATIONS

Category 4 is for locations that require specific maintenance activities on a regular basis. These activities are not covered under Categories 1 or 3, nor do they require additional notice, or agreements with the Department. However, if additional activities are needed for a specific location, form CTD6-1601 can be used to cover the additional needs. The terms and conditions of this agreement apply to the following specific locations, unless otherwise stated. This Attachment can be amended to include new areas or streams.

In the locations specified below, the following equipment can be used from the top of the bank or existing roads, unless otherwise stated: grader, loader, excavator, dozer, and backhoe.

Kern County, Highway 166 (Between PM 3.0-20.0)

Highway 166 in Kern County is located in a floodplain. The San Emigdio Mountain Range located to the south of Highway 166 carries sediment and alluvial sand deposits downhill to the area of Highway 166. Sand carried downhill fills washes and ditches, plugs culverts, prevents water from being channeled, and covers the Highway in mud.

Bitter Creek (PM 3.8) - Vegetation on the channel bottom that creates a sand trap may be removed (See Attachment H, Exhibit 2, for the area considered to be the bottom of the channel). Vegetation along the banks of the channel may not be disturbed. Any material removed from the channel may be spread on existing unpaved roads or haled off site.

- Caltrans has an easement, 1,800 feet long by 100 feet wide, on the north side of the road.
- Caltrans has an easement, 600 feet long by 100 feet wide, on the south side of the road.
- Native vegetation is present.

Santiago Creek (PM 6.7 & 7.0) - When Caltrans obtained the easement, part of the agreement stipulated that all material removed from the channel became the property of the private landowner. Therefore, Caltrans shall stockpile any material removed from the streambed on the property of the private landowner. The stockpiled material becomes the property of the private landowner.

- Caltrans has an easement, 1,800 feet long by 50 feet wide, on the north side of the road.
- Caltrans has an easement, 600 feet long by 50 feet wide, on the south side of the road.
- Native vegetation is dominated by *Atriplex polycarpa.* This vegetation is not to be disturbed.

San Emigdio Creek (PM 12.5) - Caltrans has no easement along this stream. Any material removed from the channel shall be spread on existing unpaved roads, spread on the shoulders of Highway 166, or moved to a location where the material can not erode back into the channel. Only weedy vegetation is present, so vegetation can be removed from the channel bottom and the channel bank.

Pleitito Creek (PM 16.8) - The channel may be widened to 12 feet at the toe of slope and 15 feet at the top of the bank. Before this occurs a District Biologist must survey all vegetation for nesting birds and other animals. After a District Biologist conducts surveys, it is required that the top soil and all the vegetation that will be removed as a result of widening the channel be stockpiled and stored. All soil excavated from the channel due to the widening will be haled off the project site or spread on existing roads. Once the channel is widened the stockpiled and stored material will be spread on the west side bank of the channel. Equipment will have entrance points into the channel every 300 feet apart on the east bank only. The entrance/work site will be minimized to the extent possible and flagged, fenced, or otherwise conveyed to equipment operator. Work will be done while the stream is dry. Material removed from the channel shall be spread on the existing unpaved road on the east side of the channel or haled off the work site.

- Caltrans has an easement 2,100 feet long by 100 feet wide, on the north side of the road.
- Caltrans has an easement 300 feet long by 100 feet wide, on the south side of the road.
- This area has native vegetation mixed with weedy vegetation.

Pleito Creek (PM 19.0 & 20.0) - Caltrans does not have an easement in this area. Any material removed from the channel shall be spread on existing unpaved roads or placed where chances of the material reentering State Waters is minimized.

Tulare County, Highway 63

Sand Creek (PM23.0) – This creek currently has a 3 compartment box culvert, which fills up with sediment and debris on a regular basis. No vegetation exists around the culvert. Equipment used to clear the channel includes a loader and crane. The loader is used in the dry creek channel to remove sediment and small debris from the culvert and the crane is used from the highway surface to lift heavy debris from the creek. The loader accesses the creek channel by an existing access road. Sediment is haled of the project site.

Tulare County, Highway 137

Outside Creek (PM 23.380) – This creek has been turned into a canal. The Peoples Ditch Company is responsible for the maintenance of the canal, except for the portion directly under the highway. Sediment and debris builds up under the bridge. The Peoples Ditch Company develops the access road Caltrans uses to access under the bridge. Equipment used includes front-end-loader, dozer, and bobcat. The work site is hard to keep dry, as seepage from the banks and surrounding sediment build up, drains water into the work site.

Tulare County, Highway 99

White River (PM 4.5) – This area sustains routine flooding, sediment transport and debris build up, which fills the channel, causing Caltrans to close the highway or detour traffic. Equipment used includes front-end-loader and bobcat. The equipment will use an existing access road and work when the stream channel is dry. No vegetation exists within the channel or on the banks.

ATTACHMENT J: CATEGORY 4, NORTH REGION MAINTENANCE SPECIFIC LOCATIONS

Category 4 is for locations that require specific maintenance activities on a regular basis. These activities are not covered under Categories 1 or 3, nor do they require additional notice, or agreements with the Department. However, if additional activities are needed for a specific location, form CTD6-1601 can be used to cover the additional needs. The terms and conditions of this agreement apply to the following specific locations, unless otherwise stated. This Attachment can be amended to include new areas or streams.

In the locations specified below, the following equipment can be used from the top of the bank or existing roads, unless otherwise stated: grader, loader, excavator, dozer, and backhoe.

Fresno County, Interstate 5

Salt Creek (PM 26.0 to 26.6) - This section of Interstate 5 experiences heavy water flow which causes flooding, heavy sediment deposits, and debris build up in Salt Creek. Work includes activities associated with the reestablishment and maintenance of Salt Creek into the most recent historic channel, in order to discontinue flows through the Parkhurst equipment undercrossing, the present flow alignment (FRE 5 PM 26.82). Maintenance includes the removal of silt and debris from the undercrossing. The work site will be minimized to the extent possible and flagged, fenced, or otherwise conveyed to equipment operator. Work will be done when the work site is dry. Equipment used in the channel includes excavators and loaders.

Arroyo Hondo (PM 33.62) - Sediment and debris build up causes flooding on the highway. Equipment used in the channel includes excavators, loader and 10 yard dump trucks. The channel is accessed through the highway median. All work is will be done when the work site is dry.

Tumey Gulch (PM 44.93) - Sediment and debris build up causes flooding on the highway. Equipment used in the channel include excavator, loader, and 10 yard dump trucks. The channel is accessed by an existing farm road. All work will take place when the work site is dry.

Fresno County, Highway 33

Zapatos Creek (PM 5.28) – Erosion due to heavy water flows, sediment, debris, and vegetation obstruct the water carrying capacity of the channel flow. Equipment used in the stream channel when it is dry includes loader, backhoe, and dump trucks. Maintenance activities include removing debris, vegetation, and sediment for the stream channel.

Jacalitos Creek (PM 10.99) – Erosion due to heavy water flows, sediment, debris, and vegetation obstruct the water carrying capacity of the channel flow. Equipment used in the stream channel when it is dry includes loader, backhoe, dozer, and dump trucks. Maintenance activities include removing sediment build up, debris, and vegetation, as will as replacing and adding broken concrete around the bridge bents.

Warthan Creek (PM 14.87) - Heavy water flows cause scouring and eroding around the bridge pilings and wing-walls. Maintenance work includes adding broken concrete and rocks around wind-walls, abutments, piers, stabilizing slopes, and removing debris. Equipment used in the stream channel when it is dry includes loader, backhoe, dozer, excavator, and dump trucks.

Los Gatos Creek (PM 14.8) - Heavy water flows cause scouring and eroding around the bridge pilings. Maintenance needs include reestablishing the soil around the bridge pilings. Equipment used in the stream channel includes loader, dozer, dump truck, and backhoe. No vegetation exists within the channel and equipment will use existing roads to access the work site.

Los Gatos Creek (Overflow) (PM 16.86) - Sediment and debris build up along the pilings and bridge supports. Vegetation causes a sight distance problem, the City of Coalinga considers this a safety issue. Equipment used in the channel when it is dry includes a excavator and backhoe.

Fresno County, Highway 168

Highway 168 is located in Fresno County. The section of Highway 168 between PM 18.0 and 45.0 extends from the foothill of the Sierra Nevada to an elevation of 5,500 feet at the town of Shaver Lake. The specific locations listed below receive heavy water flow and require yearly routine maintenance. The following guidelines apply to all locations on Highway 168 in Fresno County:

- The work site will be minimized to the extent possible and flagged, fenced, or otherwise conveyed to equipment operator. All other areas out side the work site will be considered a Environmentally Sensitive Area (ESA) and will remain off-limits to maintenance equipment with the exception of mitigation work. Vehicle corridors will be fenced as described above. Equipment will work in the stream channel when it is dry and will access it by existing roads. Equipment used includes excavators, loaders, and backhoe. Maintenance vehicle access will be limited to a predetermined ingress and egress corridor. Vehicles will not be driven or equipment operated in water covered portions of the stream, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed. Minimal clearing and grubbing of the work area will occur prior to February 1 and after September 1. The disturbance or removal of vegetation within the agreed work area will not exceed the minimum necessary to complete operations. Precautions will be taken to avoid other damage to vegetation by people or equipment. Where possible roots and stumps will be left to facilitate re-rowth.

Sales Creek (PM 18.91) - Clear woody debris, soil and rock beneath the bridge. Work consists of the removal of brush, willows, sediment and debris from the stream channel.

Unnamed Tributary to Dry Creek (PM 21.5) - Impact area for the inlet is 55' by 100' and for the outlet is 55' by 100' for a total site impact of 11,000 square feet. No work will be done downstream of the barbed-wire fence, which is about 15' downstream of the culvert outlet. No work will be done upstream of the barbed-wire fence, which is about 10' upstream of the culvert inlet.

Dry Creek (PM 21.6) - Impact area for the inlet is 50' by 100' and for the outlet is 60' by 100' for a total site impact of 11,000 square feet. No work will be done more than 35' upstream from the upstream side of the bridge.

The tree growing on the northwest bank/channel interface, about 35' downstream from the bridge will not be removed.

Little Dry Creek (PM 26.3) - Impact area for the outlet is 30' by 100' for a total site impact of 3,000 square feet. No work will be done more than 30' upstream or 30' feet downstream of the bridge. Sand bars on the stream bottom may be removed but no work will be done on the stream banks.

The 57" DBH cottonwood on the southwest side of the stream will not be disturbed. The will on the southeast bank with multiple 5" DBH trunks will not be removed but may be pruned. The stand of 1" DBH willows growing about 45' downstream in mid-channel will not be removed.

Big Sandy Creek (PM 31.1) - Impact area for the inlet is 30' by 100' and for the outlet is 30' by 100' for a total site impact of 6,000 square feet. No work will be done more than 35' upstream or 30' downstream of the bridge.

Big Sandy Creek (32.8) - Impact area is 50' by 100' for a total site impact of 5,000 square feet. No work will be done more than 60' upstream from the culvert inlet. No trees will be removed from the downstream side of the culvert without additional prior consultation a Caltrans District Biologist.

Musick Creek (PM 44.1) - Impact area for the outlet and the dam box culvert is 50' by 100' for a total area of 5,000 square feet. No work will be done more than 50' downstream from the culvert outlet. No work will occur on the upstream side of Highway 168, at the dam box culvert. Work may be done at the smaller culvert inlet, about 100' north of the pond. Willows less than 5" DBH may be removed from the channel bottom. The willows growing on the stream banks will not be uprooted. These willows, however, may be cut-off at ground level or heavily pruned.

Music Creek (PM 44.90) - Work consists of the removal of approximately 50 cubic yards of soil and rock from the lower end of the culvert channel.

Tamarack Creek (57.9) - Clear woody debris, soil and rock, from both ends of the culvert with a backhoe, and repair the culvert. No riparian vegetation will be removed. Equipment, such as a loader, excavator, and backhoe will be operated within the stream channel when it is dry and existing access roads will be used.

Unnamed Creek (PM 63.9) – Vegetation at bottom of channel is obstructing water flow and sediment builds up. Clear the vegetation and sediment from the bottom of the channel using a backhoe.

Fresno County, Highway 198

Warthan Creek (PM 4.6, 5.5, and 6.6) - These three locations are in Warthan Creek. The stream has eroded the bank in these locations and threatens to undermine the support base of the roadway. Work includes activities associated with the repair of the stream bank at three sites along Warthan Creek. The project includes the removal of eroded material and deposited brush and other debris from the stream bed and retaining fences, the filling of wash-outs, and the placement of rip-rap and cobble on the stream bank and behind retainers. The work site and vehicle access roads will be minimized to the extent possible and flagged, fenced, or ot erwise conveyed to equipment operator. All other areas out side the work site will be conside. ɔd a Environmentally Sensitive Area (ESA) and will remain off-limits to maintenance equipment with the exception of mitigation work. Equipment will work in the stream channel when it is dry and will access it by existing roads. Equipment used includes excavators, loaders, and backhoe. Minimal clearing and grubbing of the work area will occur prior to February 1 and after September 1. The disturbance or removal of vegetation within the agreed work area will not exceed the minimum necessary to complete operations. Precautions will be taken to avoid other damage to vegetation by people or equipment. Where possible roots and stumps will be left to facilitate regrowth.

PM 4.6 - This site requires bank stabilization. Work is done from the top of the bank and access is by existing roads.

PM 5.5 - Streambed access will be needed to remove debris and back fill the retaining fence with cobble. Only access available is from the creek bed.

PM 6.6 - The retaining fence will be repaired and debris rer ɔved. Back fill will be placed behind the retaining fence and cobble added. Only access availabl ; from the creek bed.

PM 13.45 – 14.25 – Warthan Creek parallels Highway 198 on both the east and west side of the bridge. Heavy water flow causes erosion, washouts, debris, and sediment build up in the stream channel. Non-native vegetation, such as bamboo are thick in the stream channel and helps trap debris and sediment. Equipment will work in the stream channel when it is dry and will access it by existing roads. Equipment used includes excavators, loaders, dozers, and backhoe.

Fresno County, Highway 269

Arroyo Pasajero Creek (PM 9.647 - 12.746) - Sediment, debris, and sludge build up, causing flooding on the highway. Equipment used in the channel includes excavators, loader, grader dozer, and dump trucks. Existing roads on both sides of the channel are used for equipment access. All work is will be done when the work site is dry. Caltrans right-of-way is currently 80 feet on both sides of the highway.

Madera County, Highway 41

The maintenance required at each site will be performed on a routine annual basis. Activities such as trimming vegetation (excluding elderberry shrubs) to improve sight distance and to improve the operation of a structure or culvert, removing small shrubs (less than 3 inches in diameter at breast height [4.5 feet from the butt end of the tree on the down hill side]) from the channel, clearing sand and debris from the channel or culvert bottom, embankment stabilization, removing old fence posts and wire, and removing invasive weeds from the channel are be permitted. Machines and tools used to do the aforementioned work include chainsaws, a front-end loader, backhoe, and assorted hand-tools.

Blackhawk Creek Culvert (PM 19.78) - West side impact area is 20' out X 80" wide and for the east side it is 20' out X 80' wide for a site impact area of 3,200 square feet.

Unnamed Creek Culvert (PM 20.75) - West side impact area is 20' out X 80' wide and for the east side it is 20' out X 30' wide for a site impact area of 900 square feet.

Unnamed Creek Culvert (PM 24.6) - West side impact area is 20' out X 100' wide and for the east side it is 30' out X 100' wide for a site impact area of 5,000 square feet.

Picayune Creek (PM 25.1) - West side impact area is 20' out X 80' wide and for the east side it is 20' out X 80' wide for a site impact area of 3,200 square feet.

Coarsegold Creek (PM 27.9) - West side impact area is 30' out X 250' wide and for the east side it is 20' out X 250' wide and for the east side it is 20' out X 250' wide for a site impact area of 12,500 square feet.

Coarsegold Creek (PM 29.4 to 31.3) - Coarsegold Creek Channel and Bridges along portions of the creek that are in close proximity to the highway.

Deadwood Creek (PM 28.4) - West side impact area is 20' out X 40' wide and for the east side it is 20' out X 40' wide for a site impact area of 1,600 square feet.

Unnamed Creek Culvert (PM 31.8) - West side impact area is 20' out X 40' wide and for the east side it is 30' out X 40' wide for a site impact area of 2,000 square feet.

Fresno River Bridge (PM 35.3) - West side impact area is 20' out X 200' wide and for the east side it is 20' out X 200' wide for a site impact area of 8,000 square feet.

Madera County, Highway 49

The maintenance required at each site will be performed on a routine annual basis. Activities such as trimming vegetation (excluding elderberry shrubs) to improve sight distance and to improve the operation of a structure or culvert, removing small shrubs (less than 3 inches in diameter at breast height [4.5 feet from the butt end of the tree on the down hill side]) from the channel, clearing sand and debris from the channel or culvert bottom, embankment stabilization, removing old fence posts and wire, and removing invasive weeds from the channel are be permitted. Machines and tools used to do the aforementioned work include chainsaws, a front-end loader, backhoe, and assorted hand-tools.

Unnamed Creek Culvert (PM 1.6) - West side impact area is 5' out X 50' wide and for the east side it is 5' out X 50' wide for a site impact area of 500 square feet.

Miami Creek Bridge (PM 3.8) - West side impact area is 20' out X 100' wide and for the east side it is 20' out X 100' wide for a site impact area of 4,000 square feet.

Mariposa County, Highway 41

The maintenance required at each site will be performed on a routine annual basis. Activities such as trimming vegetation (excluding elderberry shrubs) to improve sight distance and to improve the operation of a structure or culvert, removing small shrubs (less than 3 inches in diameter at breast height [4.5 feet from the butt end of the tree on the down hill side]) from the channel, clearing sand and debris from the channel or culvert bottom, embankment stabilization, removing old fence posts and wire, and removing invasive weeds from the channel are be permitted. Machines and tools used to do the aforementioned work include chainsaws, a front-end loader, backhoe, and assorted hand-tools.

Unnamed Creek Culvert south of Westfall picnic area (PM 0.3) - West side impact area is 20' out X 40' wide and for the east side it is 20' out X 40' wide for a site impact area of 1,600 square feet.

Unnamed Creek Culvert, at Westfall Ranger Station (PM 0.7) - West side impact area is 10' out X 20' wide and for the east side it is 10' out X 20' wide for a site impact area of 400 square feet.

Keller's Pond and Big Creek up to Summerdale Campground (PM 3.0 - 4.1) - Agreed work includes activities associated with opening a clogged culvert, establishing a water channel from the distal end of the culvert to the open water area of the pond, and embankment stabilization above the pond. The project is located at Fish Camp. The culvert begins in a stream channel directly behind the Chevron filling station. Work will occur at both ends of the culvert and will consist of soil, vegetation and debris removal.

Maintenance vehicle access will be limited to a predetermined ingress and egress corridor. All other areas will be considered a Environmentally Sensitive Area (ESA) and will remain off-limits to maintenance equipment. Vehicles will not be driven or equipment operated in water covered portions of the stream, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the agreement, as necessary to complete authorized work.

Prior to starting work, Caltrans will determine the required dimensions of the channel that is to be created. These dimensions will be flagged or otherwise demonstrated to the equipment operator to avoid the removal of more vegetation from the pond than is necessary. Vehicle disturbance to the vegetation adjacent to the stream and pond will also be minimized. The backhoe will be operated from the bank with as few changes in location as possible. The disturbance or removal of vegetation within the agreed work area will not exceed the minimum necessary to complete operations. Precautions will be taken to avoid other damage to vegetation by people or equipment. Where possible roots and stumps will be left to facilitate regrowth.

Unnamed Creek Culvert north of Summerdale (PM 4.4) - West side impact area is 50' out X 200' wide and for the east side it is 40" out X 200' wide for a site impact area of 18,000 square feet.

CALTRANS DISTRICT 6 MAINTENANCE NOTIFICATION

1601 Agreement Notification Number 4-021-99

SECTION 1: TO BE COMPLETED BY REQUESTOR

REQUESTOR/TITLE	PHONE NUMBER	
DATE OF REQUEST	PROJECT START DATE	EA
LOCATION OF WORK (COUNTY, ROUTE, PM, NAME)		
DESCRIPTION OF WORK (INCLUDING EQUIPMENT NEEDED)	CATEGORY OF WORK 2 3 4	

SECTION 2: FIELD REVIEW OF PROJECT

ISSUED TO (INCLUDE TITLE)	PHONE NUMBER
ISSUED BY (NAME & TITLE)	PHONE NUMBER
DATE ISSUED	WORK PERIOD (START/END)
RESTRICTIONS ON WORK	

This form (Pages 1 and 2) are only valid if issued by a Caltrans District 6 Biologist or California Department of Fish and Game, San Joaquin Valley and Southern Sierra Regional Office representative. This form when accompanied by 1601 Agreement Notification Number 4-021-99 is a valid 1601 agreement and shall be present on the work site at all times.

White Copy - Caltrans D6 Biology Staff **Pink Copy** - Requestor **Yellow Copy** - CDFG - San Joaquin Valley & Southern Sierra Region

CALTRANS DISTRICT 6 MAINTENANCE NOTIFICATION

1601 Agreement Notification Number 4-021-99

SECTION 3: BIOLOGICAL INFORMATION

NEED CESA/FESA CONSULTATION/SPECIES

HABITAT CLASSIFICATION/VEGETATION PRESENT

KNOWN SENSITIVE RESOURCES

ADJACENT LAND TYPE

EFFECTS OF PROJECT ON BIOLOGICAL RESOURCES

WORK SITE DIAGRAM

N

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