



CALFED  
BAY-DELTA  
PROGRAM

# Request for Proposals

## 1997 Category III

# Ecosystem Restoration Projects and Programs

**NOTICE:**

*Public Pre-Submittal Workshop*

*July 3, 1997*

*9:30 a.m. - 12:30 p.m.*

*The Sterling Hotel - Ballroom*

*1300 'H' Street*

*Sacramento, CA*

*All potential applicants are encouraged to attend*

**Please Note:**

- Proposals responding to this Request for Proposals (RFP) will be accepted at the CALFED Bay-Delta Program office, 1416 Ninth Street, Suite 1155, Sacramento, California, 95814 until **4 p.m. on July 28, 1997**. Ten copies of each proposal must be submitted. Proposals received after the due date and time will be returned unopened.
- **Any questions regarding this RFP must be submitted in writing by close-of-business June 27, 1997 or presented at the Public Pre-submittal Workshop on July 3, 1997.** Responses to questions will be provided at the Workshop. Submit written questions regarding this RFP to:

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CALFED Bay-Delta Program  
1416 Ninth Street, Suite 1155  
Sacramento, California, 95814.  
Fax: (916) 654-9780  
E-Mail: [publica@water.ca.gov](mailto:publica@water.ca.gov)

**NOTICE**

**Public Pre-Submittal Workshop**

**Purpose: Discuss the Category III RFP and answer questions**

**July 3, 1997 9:30 am to 12:30 pm**

**1300 "H" Street, Sacramento -- The Sterling Hotel Ballroom**

**All potential applicants are encouraged to attend.**

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## **A. Objectives of the Category III Request for Proposals (RFP)**

The CALFED Bay-Delta Program (CALFED) invites proposals for ecosystem restoration programs and projects to improve the health of the Bay-Delta ecosystem. The objective of this Category III RFP is to solicit and fund actions which address non-flow related factors that negatively impact the Bay-Delta ecosystem. For example, those factors could include unscreened diversions, loss of habitat, water quality problems, adverse effects of fish and wildlife harvest, and other factors which are recognized to be impacting aquatic and terrestrial species and habitats. Category III funding as a result of this RFP will be directed toward programs and projects which 1) begin to reduce conflicts in the Bay-Delta Ecosystem, 2) focus on high risk species and habitats, and 3) provide broad ecosystem benefits.

This RFP is requesting Formal Proposals and Inquiry Submittals. Formal Proposals will be evaluated using the criteria described herein, leading to multiple awards in August or September, 1997. Inquiry Submittals will not receive funding through this RFP but will be reviewed for consistency with the objectives of Category III funding. CALFED responses to Inquiry Submittals will hopefully encourage proponents to submit Formal Proposals to subsequent RFPs.

## **B. Background on the CALFED Bay-Delta Program**

The CALFED Bay-Delta Program's mission is to develop a long-term comprehensive plan that will restore ecological health and improve water management for beneficial uses of the Bay-Delta system. The Program has four objectives:

- Provide good water quality for all beneficial uses
- Improve and increase aquatic and terrestrial habitats and improve ecological functions in the Bay-Delta to support sustainable populations of diverse and valuable plant and animal species
- Reduce the mismatch between Bay-Delta water supplies and current and projected beneficial uses dependant on the Bay-Delta system
- Reduce the risk to land use and associated economic activities, water supply, infrastructure, and the ecosystem from catastrophic failure of Delta levees.

The CALFED Bay-Delta Program is preparing a Programmatic Environmental Impact Statement/Report which will evaluate alternatives to address the above objectives. This document is scheduled to be available as a draft in November, 1997. All alternatives contain common programs to address ecosystem health, system integrity, water use efficiency, and water quality. The common program to address ecosystem health, consistent with the second CALFED objective, is contained in the Ecosystem Restoration Program Plan (ERPP).

The ERPP goal is to improve and increase aquatic and terrestrial habitats and improve ecological functions in the Bay-Delta to support sustainable populations of diverse and valuable plant and

animal species. The ERPP is a long-term ecosystem restoration program that will be implemented in phases over several decades, and incorporates the use of adaptive management. Adaptive management is defined here as a process of testing alternative ways of meeting objectives and adjusting future management actions according to what is learned. Applicants desiring additional information on the ERPP or the CALFED Bay Delta Program can contact the Program at (916) 657-2666. The ERPP is expected to be available in draft form this summer.

### **C. Background on Category III**

The December 15, 1994 Bay-Delta Accord included a commitment to develop and fund non-flow related ecosystem restoration activities to improve the health of the Bay-Delta ecosystem. This funding source and commitment is commonly referred to as Category III. The Category III Steering Committee was formed to administer previous rounds of Category III funding. In 1995 and 1996 the Category III Steering Committee approved 38 restoration projects including land acquisition, fish screens, fish ladders, habitat restoration, and focused research which was designed to improve future restoration efforts. Members of the California Urban Water Agencies contributed \$21.7 million to fund these restoration projects. Information on previously approved projects is available from Nancy Quan of the Metropolitan Water District of Southern California at (916) 650-2650.

The passage of Proposition 204 in 1996 provided for an additional \$60 million from State bond funds for Category III. The administration function for Category III funds has been shifted to the CALFED Bay-Delta Program Restoration Coordination Program, which receives input through the Ecosystem Round table, the Bay-Delta Advisory Council and the general public. The Restoration Coordination Program also has the responsibility of improving coordination among fish and wildlife restoration programs in the Central Valley. The administration function was assigned to CALFED to ensure that Category III programs and projects were well integrated with other restoration programs and were consistent with the long-term ERPP being developed by CALFED.

### **D. 1997 Category III Funding Priorities**

#### ***1. Implementation Strategy.***

To guide allocation of Category III funds in 1997, an Implementation Strategy was developed by CALFED with input from the Ecosystem Round table. The purpose of the Implementation Strategy is to provide guidance for funding of Category III near-term implementation activities for 1997, such as through this RFP. A complete copy of the Implementation Strategy is available upon request from the CALFED Bay-Delta Program office at (916) 657-2666 or can be found on the Internet Homepage (at <http://calfed.ca.gov>).

The Implementation Strategy identified priority species and habitats based on the following criteria:

- CALFED Mission. Focus on species and habitats whose restoration will result in the greatest progress towards achieving the CALFED mission to restore ecological health and improve water management for beneficial uses of the Bay-Delta system. Aquatic species and those habitats supporting aquatic species are priorities based on this criteria because the major issue in the Bay-Delta that led to the creation of CALFED centered on the conflicts between fisheries and water management.
- High Risk. Focus on species and habitats that have experienced the greatest declines.
- Ecosystem Benefits. Focus on habitats that provide the broadest benefits to priority species and to the ecosystem.

The priority habitats and species for the 1997 funding cycle as defined in the Implementation Strategy are listed below. Further detail of these priority habitats and species are provided in Attachment B.

#### Priority Habitats

- Tidal perennial aquatic habitat (freshwater)
- Seasonal wetland and aquatic habitat
- Instream aquatic habitat
- Shaded riverine aquatic habitat
- Saline emergent wetlands habitat (tidal)
- Midchannel islands and shoal habitat
- North Delta agricultural wetlands and perennial grasslands.

#### Priority Species

- San Joaquin and East-side Delta tributaries fall-run chinook salmon
- Winter-run chinook salmon
- Spring-run chinook salmon
- Late-fall run chinook salmon
- Delta smelt
- Longfin smelt
- Splittail
- Steelhead trout
- Green sturgeon
- Secondary priorities include striped bass and migratory birds.

## 2. *Identification of Stressors.*

CALFED convened technical teams to obtain geographically focused input into identifying the primary problems (“stressors”) contributing to the decline of the priority species and habitats. The technical teams identified and prioritized stressors and identified types of actions which would address the stressors. There were five separate technical team workshops covering the following areas:

- Sacramento River and Tributaries
- San Joaquin River and Tributaries
- Delta, Suisun Marsh, and East-side Tributaries
- North Bay
- Lower American River

Additional input was obtained from technical experts on water quality and seasonal wetlands. Individual reports presenting the technical team results are available at the CALFED Bay-Delta Program office. For informational purposes to applicants, a summary of the results of the geographical technical teams entitled “Summary of Technical Team Reports” is included in the mailing with this RFP. The stressors identified by the technical teams were consolidated by CALFED staff into categories and subcategories. Attachment C summarizes each stressor subcategory, the linkages to other stressors, and the general types of actions that would address the stressor.

In reviewing the “Summary of Technical Team Reports” (Summary), applicants should keep in mind several important considerations:

- The stressors and example restoration actions identified by the technical teams are not all of equal biological and ecological significance.
- The example restoration actions listed in the Summary are only examples. There are likely other types of actions which could effectively address the stressors. Proposals are encouraged for any actions which address priority species and habitats, even if the actions are not listed in the Summary.
- The geographical areas listed in the Summary are only examples. Some example actions could also be effective in addressing a stressor in a different geographical area.
- The technical teams identified restoration actions without regard to specific conditions of individual funding sources. As a result, the technical teams identified actions that are outside of the scope of this 1997 Category III RFP. CALFED evaluated the restoration actions to determine which example actions were consistent with the Category III program for 1997. A column in the Summary indicates if the example action is generally

consistent with 1997 Category III funding.

#### **E. Category III Funding Sources**

Formal proposals submitted through this RFP process can be funded from two sources described below. It is expected that up to \$70 million will be available from these two sources but not all of these funds will necessarily be obligated in this funding cycle.

The following is a brief description of the two sources of funding:

- Stakeholder contributions to Category III: The Metropolitan Water District of Southern California is considering contributing an additional \$10 million to Category III in August, 1997.
- Bay-Delta Agreement Subaccount of Proposition 204: Section 78535 et seq., of the Safe, Clean Reliable, Water Supply Act continuously appropriated \$60 million to pay for “non-flow-related projects called for in the Water Quality Control Plan for the Bay-Delta, ...known as ‘Category III’ activities called for in the ‘Principles for Agreement on Bay-Delta Standards Between the State of California and the Federal Government,’ dated December 15, 1994.”

In addition, other Central Valley restoration programs may provide funding for projects identified through this RFP. For example, the U.S. Environmental Protection Agency Region 9 (EPA) has allocated \$1,000,000 to support local watershed management projects which are consistent with the Bay-Delta Category III objectives. The EPA will use this RFP solicitation and evaluation process to identify eligible proposals. Note, however, that additional requirements may exist for those EPA awards. To achieve a coordinated effort among the various funding sources/programs, the evaluation and selection process for the Category III RFP will include individuals involved with other funding sources (such as EPA and CVPIA). A list of other funding sources is available and can be obtained by calling the CALFED office at (916) 657-2666 and on the Internet Homepage (at <http://calfed.ca.gov>).

#### **F. Who may apply**

Private and public parties with an interest in ecosystem restoration can apply. This includes, but is not limited to, State and Federal agencies, special districts, local government entities, universities, resource conservation districts, non-profit organizations, individuals and other organizations with an interest in ecosystem restoration. For the purposes of this RFP, we have designated four types of applicant categories as follows: State agencies, including State Universities; Federal agencies and other public entities, certified non-profit organizations, and other private entities. Proposal and contract requirements may vary by applicant category, as discussed in Section O.

## G. Geographic Scope

Projects and programs must be within the ERPP study area, which includes the Bay-Delta and its tributary watersheds (See map in attachment A). As stated in the Implementation Strategy for 1997 and as identified on the Attachment A map, this RFP will emphasize projects and programs in the lower watershed areas, Delta area, and the North San Francisco Bay. Projects and programs in the upper watershed area and in the South and Central San Francisco Bay will be considered for funding if a benefit is demonstrated for the priority species and habitats.

## H. Conflict of Interest

All applicants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the proposal being rejected and any subsequent contract being declared void. Other legal action may also be taken. Accordingly, before submitting a proposal, applicants are urged to seek legal counsel regarding potential conflict of interest concerns that they may have and requirements for disclosure. Applicable statutes include, but are not limited to, Government Code Section 1090, and Public Contract Code 10410 and 10411 for State conflict of interest requirements.

## I. Eligible Proposals

Funding from Category III is available for a broad range of actions. Eligible proposals include projects and programs which (1) are in different phases of the implementation, (2) have different levels of scientific certainty, and (3) use a variety of approaches ranging from standard to highly innovative. Proposals for projects that are ready for construction or restoration will be funded as well as proposals for planning studies, feasibility and pre-project design and permitting. In addition, proposals which are designed to reduce scientific uncertainty, such as pilot/demonstration projects or research projects, will be eligible for funding. To be eligible for funding all proposals must benefit one or more of the priority species or habitats listed in Section D.

Funds cannot be used to replace existing funding sources for on-going programs, or for political advocacy or for an applicant's litigation costs. Proposals that include projects or programs which are the subject of a prior regulatory condition or mitigation requirement will be evaluated on a case by case basis.

Types of projects and programs that are eligible for funding are:

- Watershed Management Planning and Implementation. Proposals are encouraged for the development and implementation of watershed management plans that support those priority species and habitats identified for this Category III funding cycle (Section D). Watershed plans and projects should be community-based, including local leadership and

the participation of diverse interests. Applicants could include, but are not limited to, resource conservation districts, watershed conservancies, coordinated resource management programs, non-profit organizations, local governments, and others.

- Construction. Proposals are encouraged for construction projects and the associated preplanning such as feasibility, design, or permits. For example, planning studies and projects that address removal of fish migration barriers, reducing fish entrainment, and habitat restoration are encouraged.
- Land Acquisition. Proposals are encouraged for land transactions such as easements, fee acquisition or other land transactions. Funding will only be available for land transactions involving willing landowners. Funding will be available for single parcel acquisitions and transactions or for larger geographic areas under a "block grant" approach. Block grant funding will be available for the acquisition after 1) the lands for acquisition have been identified, 2) CALFED has determined that the land transaction meets specified criteria, and 3) the land purchase is in escrow. Long term management for the property needs to be identified in order to proceed with land transactions.
- Aquatic and Terrestrial Habitat Restoration. Proposals are encouraged for restoration of priority aquatic and terrestrial habitats as listed in Section D.
- Water Quality. Proposals are encouraged that will result in improvements to water quality for direct environmental benefits, specifically the species and habitats listed in Section D. For example, proposals that address water quality problems include urban and industrial runoff, agricultural drainage, mine drainage, and municipal and industrial wastewater treatment plant discharges are eligible.
- Monitoring, Assessment and Reporting. Proposals are encouraged for monitoring, assessment and reporting activities related to the species, habitats, and stressors of concern and associated restoration activities. Each proposal that proposes a restoration action should include an appropriate monitoring and reporting program to gauge the effectiveness of the action. Proposals should be coordinated with other existing and anticipated monitoring and reporting programs. In addition, development of models and new monitoring techniques are eligible for funding if they provide benefit to the priority species or habitats. It should be noted that CALFED is developing guidelines for a long-term Comprehensive Monitoring, Assessment and Research Program. These draft guidelines are expected to be available in summer, 1997.

In addition to the types of proposals described above, funding may also be available in some cases for research, education, and operations and maintenance. Research proposals should focus on addressing some of the key areas of scientific uncertainty related to the benefits of restoring ecosystem processes, aquatic and terrestrial habitats, or reducing or eliminating stressors. This information will support the adaptive management approach promoted by CALFED. Proposals

for operations and maintenance funding should be for one time endowments and justification should be provided regarding why the applicant is not able to provide this funding. Education proposals aimed at addressing one or more of the ecosystem stressors listed in Attachment C will be eligible for funding. For example, education programs designed to reduce sources of non-point source pollution, or reduce presence of introduced species would be eligible for funding.

#### **J. Minimum Requirements**

Projects and programs must meet the following requirements, where appropriate:

- Comply with all applicable laws and regulations. Applicants should indicate how this requirement has been or will be met, and can request funding from Category III to cover these costs.
- Should not prejudice the ultimate decision on the CALFED long-term program. Programs and projects are not eligible for funding if they are determined to limit the choice of a reasonable range of alternatives, affect the selection of alternatives, or affect the selection of the preferred alternative in the Programmatic EIR/EIS. Ecosystem restoration actions that are considered to be common to all the proposed CALFED alternatives are not considered to be prejudicial to the ultimate decision.
- Only involve willing sellers or landowners. Proposals which involve actions on private or public lands must provide satisfactory evidence that the landowner is a willing participant in the action. No land will be acquired through condemnation.

#### **K. Criteria for Formal Proposal Evaluation**

Formal proposals which meet the minimum requirements shall be evaluated using the following criteria. To be eligible for funding all proposals must benefit one or more of the priority species or habitats listed in Section D. Proposals that are scored zero for biological benefit, applicant's ability or technical feasibility will be eliminated from further evaluation. Cost sharing and local involvement is not an absolute requirement, but is encouraged.

1. Ecological and biological benefits
2. Applicant's ability
3. Technical feasibility and timing
4. Cost sharing and local involvement
5. Compatibility and benefits to non-ecosystem CALFED objectives
6. Cost
7. Monitoring, assessment, and reporting

For each of the specified criteria, the considerations are as follows:

**1. *Ecological/ Biological Benefits***

- What is the ecological and biological effectiveness of the proposal in addressing a stressor and benefiting priority species or habitats?
- Are there multiple benefits to species, habitats or natural processes? Are multiple stressors addressed?
- To what extent does the proposal use natural processes and functions as a means of restoration?
- Is the proposal expected to provide long-term ecological/biological benefits? For example are there permanent land protections associated with land transactions and habitat restoration proposals?

**2. *Applicant's Ability: applicant's capabilities, experience, and record of past performance as well as experience and qualifications of key personnel.***

- Does the applicant's experience, education, or background indicate that he/she is capable of implementing the proposal?
- If applicant has received grants or contracts previously, what is the applicant's past record of performance in meeting the objectives and conditions of those grants and contracts?

**3. *Technical Feasibility and Timing***

- Is the proposal sound in its technical approach, including but not limited to hydrological modeling where appropriate?
- Have all reasonable options been evaluated?
- Does the proposal demonstrate an understanding of the problems?
- Is the proposal ready to be funded or are there actions that the applicant is planning to complete prior funding? For example, if funding is requested for construction, have all required permits and design work been completed or is it expected to be completed in time to avoid delays in the project?

**4. *Cost sharing and Local Involvement***

- Is the applicant sharing in the cost of the project?
- Are other entities sharing in the cost of the project?

- Does the proposal “leverage” other funding sources to support this or other restoration actions?
  - When in-kind services are proposed for cost sharing, does the proposal include a method of documenting in-kind services?
  - Is the proposal coordinated with other restoration programs and projects in the area?
  - Is there local support or involvement for the proposal?
  - Is the proposal supported by a local watershed management plan?
  - Is there a plan for public notification/outreach which informs local landowners in the area of the proposed project? If the proposal is for a site specific acquisition or restoration project, have the adjacent landowners been notified of the proposal, and if not what is the plan for notifying adjacent landowners?
  - Does the project have potential for significant local benefits or impacts including activities related to flood control, water diversions, local economy, and/or local landowners?
- 5. *Compatibility and benefits to non-ecosystem CALFED objectives: water quality, water supply reliability, and system integrity.***
- Does the proposal have multiple benefits related to the other CALFED objectives?
  - Are there conflicts with other CALFED objectives?
  - Does the project have the potential for significant adverse or beneficial impacts to third parties?
- 6. *Cost***
- How does the cost of the proposal (including direct and indirect costs) compare to other similar proposals?
  - Is the level of funding requested for the proposed activity reasonable? How does applicant plan to use its’ resources to maximize cost effectiveness, such as labor, equipment, class of staff used for different items, supplies?
  - Does the proposal include overhead costs? If so are they reasonable?

- How will operations and maintenance costs, if any, be funded?

#### **7. *Monitoring, Assessment and Reporting***

- Does the proposal provide adequate details and resources for both biological and financial monitoring and reporting?
- Is the biological/ecological monitoring component of the proposal coordinated with existing and/or anticipated monitoring programs?
- Does the proposal have performance measures and indicators to determine biological/ecological success?
- Does the proposal include a discussion to compare the proposed methodology with alternatives to support its approach?

#### **L. *Evaluation / Selection Process and Schedule for Formal Proposals***

Formal proposals will be reviewed in a two step process. First, panels of technical experts made up of state, federal and non-agency representatives will be formed to evaluate and score similar proposals (i.e. proposals addressing a similar stressor as described in Attachment C). The panels will use the seven criteria described in Section K to evaluate and score proposals. Proposal scores for each of the criteria will range from zero to ten. If a proposal receives a zero ranking for biological effectiveness, applicant's ability, or technical feasibility the proposal will be disqualified. A proposal must receive a score of at least 40 out of a total score of 70 to be eligible for funding in this funding cycle. Scores above 40 do not ensure funding. Applicants may be interviewed in August to discuss the proposals. Certified small businesses, pursuant to California Government Code 14835 et seq. will have their total evaluation scores adjusted upwards by 5 percent.

The second part of the evaluation process involves an integration panel. The individual proposal evaluations and scores from the technical panels will be provided to an integration panel, which will also be made up of state and federal agency technical staff and non-agency technical representatives. The integration panel will also include individuals involved with other funding sources.

The responsibility of the integration panel will be to identify the package of projects/programs that comprises the 1997 Category III funding recommendation. The integration panel will recommend how funding should be allocated among the priority species, habitats, and stressors. In order to recommend allocation of funding, it will be necessary for the integration panel to

determine the relative importance of the different priority species and habitats in contributing to the restoration of the Bay-Delta ecosystem and to the reduction of conflicts in the Bay-Delta ecosystem.

Accordingly, the integration panel will consider various factors in their determination of the 1997 Category III funding recommendation. These factors include, but are not limited to:

- The proposal evaluation scores from the technical panels
- The relative importance of the different priority species and habitats based on the level of population decline and future risk of the priority species and habitats
- The relative benefit to the priority species, habitats and the ecosystem as a result of addressing a stressor
- The availability of quality proposals
- The consistency of the proposals with the CALFED objectives and solution principles
- The need for consistency and integration between projects
- The use of co-funding or alternative funding sources
- An appropriate distribution of projects regarding; 1) diversity of ecosystem restoration efforts and habitat value, 2) uncertainty and/or risk, 3) immediate benefits and long-term benefits, and 4) direct benefits and indirect benefits.

Category III funding recommendations will be coordinated with appropriate other funding sources (such as CVPIA), and programs administered through other agencies (such as EPA and SWRCB). Accordingly, the Category III funding recommendations will identify co-funding or alternative funding options for projects. Proposals not funded through Category III will be forwarded, as appropriate, to other funding sources for their consideration. Project funding provided through sources other than Category III may include additional contract/award terms and conditions.

Panel recommendations for funding will be reviewed by the Ecosystem Roundtable and the Bay Delta Advisory Council. Final approval rests with CALFED Policy Group, the decision-making body for CALFED. Each funding decision will be approved in writing by the Executive Director of the CALFED Bay-Delta Program.

It is anticipated that funding decisions will be made beginning in August and may be staggered through August and September, 1997. Contract preparation will begin in the fall of 1997.

Applicants should not commence work on their projects until a funding agreement is in place. Work done prior to a funding agreement is done at risk of recipient without expectation of reimbursement. Funding agreements are not final until approved by CALFED Bay Delta Program.

Proposals not funded in this cycle will be encouraged to reapply, as appropriate, for the next funding cycle which may begin as early as November, 1997.

All submitted proposals and evaluation scores become public information, and will be available for review after completion of the evaluation and selection process.

#### **M. Inquiry Submittals**

Two types of submittals will be accepted: (1) "Inquiry" Submittals and (2) Formal Proposals. "Inquiry Submittals" are being accepted in order to provide a project proponent with a CALFED response to the general appropriateness of the project concept for Category III funding. Funding for "Inquiry" projects will not be provided through this RFP. The CALFED response to the Inquiry Submittals would hopefully encourage a formal proposal in a future funding cycle. Favorable review of a Inquiry Submittal does not, however, guarantee subsequent funding of a Formal Proposal in a future funding cycle. Note that the next funding cycle is currently scheduled for November, 1997 with funding decisions in January, 1998. The format for Inquiry Submittals is as shown in Section N under item I.-- Executive Summary. The page limitation to these Inquiry Submittals is no more than 2 pages plus attachments.

CALFED staff will provide a cursory evaluation of the Inquiry Submittals using the criteria discussed in Section K. No scoring or ranking will be performed, but general information will be provided regarding 1) the appropriateness of the project to the objectives of Category III, and 2) constructive comments for inclusion in a future submittal (e.g., focus and need for clarity in the presentation regarding benefits, project approach and plan, comparison with alternatives, integration with other projects, etc.). Information regarding Inquiry Submittals will be provided to applicants in August or September, 1997. Like Formal Proposals, all Inquiry Submittals and associated CALFED response comments are public information.

#### **N. Formal Proposal Format and Content**

The following format and, as applicable, content requirements must be adhered to in order for Formal Proposals to be considered responsive to this RFP. Other information should be provided if the proponent believes that it is necessary to address the evaluation criteria shown in Section K. Page limitations for each section of a Formal Proposal are shown and must not be exceeded. Brief, concise yet thorough proposals under the page limitations are encouraged. The proposal submittal must be on 8 ½ x 11 size paper, with black and white text (no smaller than 12

point) and tables/graphics with text no smaller than 10 point. The proposals must be stapled on the left side or upper left hand corner; no other type of binding will be accepted.

Note that this RFP segregates possible projects into three distinct groups. The three project groups are:

- **Group 1: Public Works/Construction Projects.** Public works/construction projects are defined by Labor Code Sections 1720 et seq., and include construction, alteration, demolition or repair work paid for with public funds. The types of projects that would be considered Public Works/Construction include construction and modification to major structures such as screens, fish ladders, diversion and conveyance structures, levees, channel form, drainage channels, roads, gravel beds, etc.
- **Group 2: Real estate transactions.** Real estate transactions include any acquisition of interest in property including, but not limited to, fee title, leases and easements.
- **Group 3: Services:** All other projects, such as those addressing planning, non-construction habitat restoration, design activities, educational projects, etc.

For the purposes of this RFP, the primary difference between the three RFP project groups are with contract requirements, as discussed in Section O - Contract Requirements. Otherwise, the majority of the information and guidance in this RFP package is common to proposals covering any one of the groups. If a proposal addresses more than one of the above project groups, then the applicant will need to clearly segregate tasks, implementation processes, deliverables, costs and contract administration procedures for different aspects of their project consistent with the defined groups (i.e., land acquisition separate from public works/construction). It is essential that proponents acknowledge the appropriate project group(s) for their proposal to ensure recognition of contract requirements. Proponents should carefully read Section O in this package to determine the applicable contract requirements.

I. Executive Summary/Inquiry Submittal Format (no more than 2 pages)

- a. Project Title and Applicant Name
- b. Project Description and Primary Biological/Ecological Objectives
- c. Approach/Tasks/Schedule
- d. Justification for Project and Funding by CALFED
- e. Budget Costs and Third Party Impacts
- f. Applicant Qualifications
- g. Monitoring and Data Evaluation
- h. Local Support/Coordination with other Programs/ Compatibility with CALFED objectives

II. Title Page (1 page)

- a. Title of Project
- b. Name of applicant/principle investigator(s); address; phone/fax/E-mail; organizational, institutional or corporate affiliations of applicant/principle investigator(s)
- c. Type of Organization and Tax Status
- d. Tax Identification Number and/or Contractor license, as applicable
- e. Technical and Financial Contact person(s), address, phone/fax/E-mail (if different from above)
- f. Participants/Collaborators in Implementation
- g. RFP Project Group Type(s) (Construction; Acquisition; Other Services)

III. Project Description (no more than 6 pages plus maps and/or figures)

- a. Project Description and Approach

*Thoroughly describe the features and extent of the proposed project and the intended approach to complete the project.*

- b. Location and/or geographic boundaries of project

*Identify the County and Watershed to which the project applies. Use maps as appropriate.*

- c. Expected benefit(s)

*Identify the primary stressors, species, and/or habitats (refer to Section D and Attachments B and C) which are the focus of the project. Identify and, to the extent possible, quantify the expected benefits. Distinguish primary benefits from secondary benefits. Identify potential benefits to third parties, other ecosystem restoration programs, and CALFED non-ecosystem objectives (refer to Section B).*

- d. Background and Biological/Technical Justification

*Discuss the need for the project (e.g. existing conditions) and a comparison of proposed approach with alternative and other similar approaches to achieve comparable objective(s). Summarize the basis for expected benefit(s). Discuss nature of and basis for durability of the benefit(s) resulting from implementation of the proposed project (e.g. sensitivity to hydrologic/ climatic changes; enhanced ecosystem function/processes). Summarize the current status of the project: Is it a new or continuing project; what is the*

*progress/ accomplishments/expenditures to date; discuss the project's past interaction with other programs/projects; identify the status of supporting documentation.*

e. Proposed Scope of Work

*Identify appropriate incremental phases (e.g. feasibility, design, pre-construction, construction, pilot/demonstration, etc.) for completing the entire project. Identify the specific tasks and deliverables to conduct/implement actions for the project phase(s) being proposed for CALFED funding. Identify nature, content and timing of technical and financial reports to be provided in support of performance of the project.*

f. Monitoring and Data Evaluation

*Discuss the nature and extent of monitoring and data evaluation, and provide a comparison of the proposed monitoring/data evaluation approach with alternative and other similar approaches. Discuss the potential for or planned coordination and integration of monitoring/data evaluation with other programs. Address how the proposed project will use peer review in the monitoring and data evaluation process.*

g. Implementability

*Discuss issues such as: Compliance with laws and regulations; the nature and status of permits, easements, encumbrances, environmental compliance, etc; required coordination with other projects; sensitivity to hydrologic/climatic conditions; the nature and extent of local support, outreach efforts, and participation; availability of willing sellers; land use conditions and changes; assessment of hazardous materials conditions; cultural impacts ; etc.*

IV. Costs and Schedule to Implement Proposed Project (no more than 2 pages plus tables and/or figures)

a. Budget Costs

*Identify budgeted costs for the program in total and specific to each of the tasks for which you are requesting CALFED funding. Specify the breakdown of costs and funding source for each task using within the following categories: Direct salary and benefit costs; Indirect overhead labor costs (General, administrative and fee), if any; Costs of service contracts; Costs of material/acquisition contracts; and miscellaneous and other direct costs. An example table for displaying cost breakdown is shown below in Table 1. Separate O&M costs out by phase/task of the project. Discuss the basis/need for CALFED funding to support the project, and the potential for incremental CALFED funding for distinct project phases. Identify contingency planning for anticipated current*

*year and future year funding needs, especially cost sharing and O&M. Identify funding partnership needs and/or commitments, and specify the source of partnership funding (CVPIA, etc.) and status of that funding. Identify subcontract bid and evaluation process*

Table 1 - Example Cost Breakdown Table

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits	Overhead Labor (General, Admin and fee)	Service Contracts	Material and Acquisition Contracts	Miscellaneous and other Direct Costs	Total Cost
Task 1 *							
Task 2 ..etc... *							

(\* - Also indicate the source of funding for this Phase/Task and whether it is for O&M costs)

b. Schedule Milestones

*Identify the start/completion dates of specific tasks discussed above plus other key milestones (decisions, testing, etc.). Also identify how payments would relate to milestones, as applicable.*

c. Third Party Impacts

*Identify and quantify any anticipated or potential third party impacts that would result from implementation of this project, and associated mitigation measures.*

V. Applicant Qualifications (no more than 3 pages, including tables)

*Describe the planned organization of staff and other resources to be used in implementing this project. Identify the nature and extent of other collaborating*

*participants in the implementation of this project. Identify specific individual responsibilities covering technical, administrative and project management roles. Provide brief biosketches which identify the individual's qualifications as well as experience and performance on past related projects consistent with their proposed roles and responsibility. Disclose and discuss any potential conflicts of interest. Provide references for similar projects.*

VI. Compliance with standard terms and conditions (no more than 1 page plus forms)

*Submit the forms consistent with applicant type and with RFP project group type applicable to the proposal. Are the terms and conditions agreeable to and able to be complied with by the applicant? If not, specify those terms and conditions in which deviation is being requested. Example contractual terms and conditions for successful proposals are discussed in Section O.*

**O. Contract Requirements**

The terms and conditions which will apply to successful proposals are provided in Attachment D. Note that terms and conditions may vary depending on the source of funds for the project, the applicant category, and the type of project. Also, contract administration may be performed by CALFED or the National Fish and Wildlife Foundation (NFWF), depending on the source of funds and type of project.

Note also that specific documents must be submitted with the proposal and are identified in Attachment D, Table D-1.



**Attachment B**  
**Implementation Strategy Excerpts**

***Habitats***

Habitat types that have experienced the greatest declines and which provide the broadest ecosystem benefits and/or benefits to the priority species include the following:

**1. *Tidal perennial aquatic habitat (freshwater).***

Description. Includes shallow aquatic habitats, particularly less than 9 feet deep from mean high tide.

Priority rationale: This habitat type has declined dramatically in the Delta. It provides habitat for many fish and wildlife species, and contributes to the primary and secondary productivity of the food web in the Delta. Implementation of pilot projects would allow restoration techniques to be refined. Experience restoring this type of habitat has been limited and there are questions related to benefits that can be provided for salmon rearing in the Delta that need to be answered as part of the larger ERPP.

Examples: A project that is already underway is the Prospect Island Project.

Key species: Species potentially benefitted by this habitat type include Delta smelt, salmon, wildlife and plant species in the following guilds: shorebird and wading-bird guild, waterfowl guild, freshwater emergent wetlands plant association.

**2. *Seasonal wetland and aquatic***

Description: Includes seasonal wetland habitats within the floodplain which are inundated seasonally by high water or seasonal wetland habitats which can be managed to recreate these natural processes.

Priority rationale: Seasonal wetlands within the floodplain can provide habitat for aquatic species such as Splittail spawning and salmon rearing and for wildlife species such as waterfowl and shorebirds. They also provide functions such as nutrient cycling and foodweb support. Seasonal wetlands provide foraging and adjacent uplands provide nesting habitat for waterfowl and other water-dependant wildlife species, some of which are listed such as the greater sandhill crane, giant garter snake, California clapper rail, and Aleutian Canada goose. Historically, the Central Valley provided over four million acres of natural wetland habitat but this has been reduced by over 90%. Natural seasonal wetlands have been greatly reduced by levee construction for agricultural conversion and urbanization, significant changes in hydrology and water quality, and construction of flood control and navigation projects. In some areas, these changes have precluded the

ability to restore seasonal wetlands through natural processes so they must now be recreated through intentional irrigation and management to provide the same wetland functions. In other areas, the natural processes are still capable of restoring seasonal wetlands with less management. Where possible, seasonal wetlands will be restored through natural processes and where necessary, they will be recreated through more intensive management. Restoration of seasonal wetlands can also provide opportunities for riparian forest restoration using natural processes if there is not a conflict with flood control operations.

Examples: The Yolo Bypass, the Cosumnes River Preserve/Watershed, and Stone Lakes Wildlife Refuge.

Key species: salmon, splittail, waterfowl and wading birds such as northern pintails and mallards, giant garter snakes, sandhill crane, Aleutian Canada goose, tricolored blackbird, and for the areas where appropriate riparian upland restoration can accompany seasonal floodplain wetlands, grassland species such as western yellow-billed cuckoo, Swainson's hawk, riparian wildlife guild, and neotropical migratory bird guild.

**3. *Instream aquatic habitat***

Description: Includes aquatic habitat in the creeks, streams, and rivers of the Central Valley. Components of this aquatic habitat includes the water flows, sediment supply, water quality, water temperature, and other parameters that interact to provide healthy aquatic habitat.

Priority rationale: This habitat type provides spawning and rearing habitat for most of the anadromous species in the Bay-Delta ecosystem. Native resident species also rely on this habitat type. It plays an important role in the health of estuarine habitat downstream. This habitat type has been impacted by changes in water and sediment supply, losses in riparian habitat discussed under shaded riverine aquatic habitat, changes in water quality and water temperature, and many other landscape level changes in the ecosystem.

Examples: Restoration efforts on Battle Creek to improve flows and gravel replenishment efforts on the Sacramento River.

Key species: Salmonids, splittail, and striped bass.

**4. *Shaded riverine aquatic habitat***

Description: Includes riparian habitat adjacent to or overhanging streams and rivers.

Priority rationale: This habitat type provides food and escape cover for outmigrating salmonid juveniles and is an important source of nutrients in the streams and Delta sloughs. Much of this habitat type along the major rivers and in the Delta has been lost due to river channelization, levee construction and maintenance, and the invasion of exotic flora. Shaded riverine aquatic habitat can be restored in two ways, through restoration on existing levee berms and

through restoration of natural processes by modifying flood control facilities such as with levee setbacks. In giving this habitat type priority, the focus should be on restoration using natural river processes with habitat restoration on existing levee berms occurring only where natural process restoration is precluded.

Examples: Sacramento River Refuge/SB 1086, Cosumnes River Preserve

Key species: Salmonids, other riparian dependent species.

5. ***Saline emergent wetlands habitat (tidal)***

Description: Includes tidal brackish and saltwater wetlands.

Priority rationale: This habitat type supports several listed plant and animal species and is important for nutrient cycling and food web support functions. It has also declined due to diking and reclamation of bay lands.

Examples: There are several restoration projects in the North Bay and Suisun Bay.

Key species: Salt marsh harvest mouse, Suisun song sparrow, and for some of the restoration projects in the North Bay which restore natural salinity gradients at creek mouths, this type of restoration can be important for aquatic species such splittail and striped bass.

6. ***Midchannel islands and shoals habitat***

Description: Includes the channel islands in the Delta.

Priority rationale: These midchannel islands represent diverse habitat types including shoals, tidal mudflats, tule marshes, shaded riverine aquatic, and riparian scrub habitat. These habitat remnants are a high priority for protection and restoration because collectively they comprise a significant fraction of the remaining natural habitat in the Delta, they continue to be threatened, and they are one of the few habitat areas in many areas of the delta where habitat restoration opportunities have not been complicated by subsidence.

Examples: Staten Island midchannel island project

Key species: Delta smelt, salmon, shore bird and wading-bird guilds, and waterfowl guild.

7. ***North Delta agricultural wetlands and perennial grasslands***

Description: Includes agricultural lands seasonally flooded and perennial grassland habitat.

Priority Rationale: Agricultural wetlands and perennial grasslands in the north Delta, may also need to be included because they provide opportunities for restoration of seasonal floodplains and tidal perennial aquatic habitat due to the limited amount of subsidence that has occurred. These habitat types in the north Delta are rapidly being converted to vineyards which could preclude opportunities for restoration in the future. Other agricultural wetlands will be considered in determining the actions needed to address priority species.

Examples: Stone Lakes Wildlife Refuge, Jepson Prairie Preserve

Key Species: These habitat types in this area currently provide foraging habitat for shorebirds, waterfowl, Swainson's hawks, and sandhill cranes. Any future restoration of these lands would incorporate the existing terrestrial and avian wildlife benefits as well as provide benefits to aquatic species such as Delta smelt, and salmon.

### ***Priority Species or Populations***

Species or populations that are at the greatest risk of decline and whose recovery contributes the greatest to the CALFED mission include the following aquatic species that are listed, are being considered or are likely to be considered for listing, or aquatic species with high recreational value and in serious decline. Using these species, the stressors or factors affecting them and the actions needed to address the stressors will be identified by technical experts. These actions will then be evaluated to ensure that they are consistent with the criteria included at the end of the Implementation Strategy.

- San Joaquin River and east side tributary fall run chinook salmon
- Winter-run chinook salmon
- Spring-run chinook salmon
- Delta smelt
- Splittail
- Steelhead trout
- Green sturgeon

Other species to be considered:

- Striped bass
- Migratory birds

1. ***San Joaquin River and east-side tributary fall-run chinook salmon:*** The chinook salmon is an important native anadromous sport and commercial fish with important ecological value. The fall-run race on the San Joaquin River is designated as a species of concern by USFWS.
2. ***Winter-run chinook salmon:*** The chinook salmon is an important native anadromous sport and commercial fish with important ecological value. The winter-run race is listed as endangered under the state and federal Endangered Species Acts.
3. ***Spring-run chinook salmon:*** The chinook salmon is an important native anadromous sport and commercial fish with important ecological value. The spring-run race on the Sacramento River is designated as a closely monitored species by DFG and a species of

concern by USFWS.

4. **Delta smelt:** The Delta smelt is a native estuarine resident fish that has been listed as threatened under the state and federal Endangered Species Acts.
5. **Splittail:** The Sacramento splittail is a native resident fish that is proposed for listing under the federal Endangered Species Act and a candidate for listing under the State Endangered Species Act. The Sacramento splittail also supports a small winter sport fishery in the lower Sacramento River.
6. **Steelhead trout:** The steelhead trout is an important native anadromous sport fish of high recreational and ecological value that is proposed for listing under the federal Endangered Species Act.
7. **Green sturgeon:** The green sturgeon is designated as a species of special concern by DFG and a species of concern by USFWS.
8. **Striped bass:** The striped bass is an important non-native anadromous sport fish with high recreational value. It also plays an important role as a top predator in the aquatic system.
9. **Migratory Birds:** Includes both waterfowl guild and neotropical migratory bird guild. Many of these species migrate through, winter, or breed in the Bay-Delta. Waterfowl are a significant component of the ecosystem, are of high interest to recreational hunters and bird watchers, and contribute to California's economy. Representative species include canvasback, mallard, pintail, and snow geese. The neotropical migratory bird guild are of high interest to recreational bird watchers and there have been substantial losses of habitat used by these species.

**Attachment C**  
**Information on Stressors Affecting Priority Species and Habitats**

**1. *Alteration of Flows and Other Effects of Water Management***

Hydrograph Alterations. Alteration of the hydrograph can have wide ranging effects on biological resources due to direct and indirect effects on habitat quantity and quality caused by changes in flow. Flows may affect aquatic habitat through changes in depth, velocity, wetted area, water quality, sediment transport, and other factors. Flow related stressors on fish, wildlife, and riparian resources include inadequate flow, flow variability, seasonal flow changes or flow timing, stranding due to flow fluctuation, lack of flushing flows, lack of attraction flows, lack of channel forming flows, saltwater intrusion, and other factors.

Changes in the hydrograph are linked to a number of other stressors and processes in the ecosystem, and actions to address these changes may have benefits for related stressors such as water temperature, hydrological isolation of floodplains, migration barriers, geomorphic process constraints, or lack of riparian regeneration potential.

Restoration actions targeted at hydrograph alterations could include evaluation of water needs for fish or wildlife, or assessment/revision of water management operations. Category III funds cannot be used for direct acquisition of water.

Entrainment Direct mortality to fisheries resources occurs as a result of unscreened diversions, diversions not screened to current standards, inoperable screens, and impingement. The significance of this stressor on a fish population varies depending on the size, location, type, duration and timing of the diversion. Due to the influence of river flows and timing of water diversion on entrainment risk, there is some linkage between entrainment and other water management related stressors.

Restoration actions targeted at reducing entrainment may include new fish screens, screen rehabilitation, screen improvements, or alternatives to screening such as consolidation or relocation of diversions. Alternative diversion methods such as in-gravel wells may also serve to reduce entrainment.

Migration Barriers and Straying. Migration barriers or delays may be caused by physical structures, insufficient flow over shallow areas, inadequate attraction flows, adverse water quality conditions, delayed flooding of marshlands, or other factors. Barriers to movement of migrating fish species are a stressor because they may affect the physical condition (e.g., mechanical injury due to diversions, screens, dams, etc.), physiological condition (e.g., spawning readiness, smolting, etc.), and/or ecological status (e.g., predation risk, run timing, outmigrant survival, etc.) of anadromous fish. Barriers to upstream movement may prevent access to upstream spawning habitat, and delays in upstream migration can increase predation risks and

decrease spawning success. In addition, straying related to barriers can result in loss of adults to the spawning population if they are unable to locate suitable spawning habitat.

Barriers are often associated with other stressors in the system, including water management activities and the associated structures and flow changes, and water quality degradation related to changes in land use.

Restoration actions to address barriers caused by physical structures, water quality constraints, or hydrological conditions could include bypass arrangements such as fish ladders, physical barrier removal, improvements in water quality, or flow changes or augmentation that prevent straying and allow passage.

## ***2. Floodplain and Marshplain Changes***

Hydrological Isolation of Floodplain or Marshplain. Hydrological isolation of the floodplain or marshplain occurs when there is a lack of flow over these areas and/or a lack of return flow to the main channel. The lack of flow functionally isolates the floodplain from the main channel, and prevents ecologically beneficial floodplain and river interactions such as gravel recruitment, fine sediment deposition on the floodplain, nutrient input to the river, riparian zone regeneration, woody debris recruitment input, creation of spawning habitat, and other important processes.

Reconnection of the hydrological link between the river and floodplain can be addressed through a variety of physical or hydrological changes, including improved drainage connections between floodplains and rivers, alteration of the hydrograph to facilitate floodplain inundation, or restoration of hydrological links to historic floodplain areas.

Physical Isolation of Floodplain or Marshplain. Physical isolation of the floodplain or marshplain includes habitat fragmentation, loss of seasonal and tidal wetlands due to levee construction, or other land use changes that physically separate the floodplain or marshplain from the main water channels. Physical isolation of these areas results in habitat discontinuities which decrease their suitability for aquatic and terrestrial species. Physical isolation of the floodplain or marshplain is closely linked with hydrological isolation, and related land use stressors on the ecosystem.

Restoration actions associated with floodplain or marshplain habitat could include reconnection of the floodplain or marshplain to the water channel to allow a more natural inundation cycle, using setback levees, flood bypass areas, floodplain easements, or other methods. Other actions could include managed flooding of historic floodplain areas or suitable agricultural lands.

Elimination of Fine Sediment Replenishment. Fine sediment replenishment of floodplain and marshplain areas occurs when these areas are inundated by high flows or tidal action. This process is interrupted by isolation of the floodplain or marshplain, and can result in decreased

food production and diminished nutrient cycling due to a lack of fine sediment deposition in vegetated areas. Restoration actions that address hydrologic or physical isolation of the floodplain or marshplain can also address this stressor.

### **3. Channel Form Changes**

Alteration of Channel Form. Alteration of channel form includes loss of shallow water habitat due to channel reconfiguration, channel deepening, lack of floodplain, degradation of instream habitat conditions, and loss of lotic conditions (free flowing stream conditions). These changes result in reduced suitability of in-channel or stream corridor habitat for fish and wildlife species due to changes in hydraulic conditions, cover, predation risk, and other factors.

Channel form alterations are generally aimed at restoring natural physical processes within the constraints of a managed system. Projects may include streambed alterations to increase channel complexity, substrate changes, restoration of slough or mid-channel island complexes, or other floodplain manipulations.

Prevention of Channel Meander. Channel meander is a natural process that contributes to creation and maintenance of important aquatic and terrestrial habitat features. Preventing channel meander can result in associated stressors such as channel deepening, loss of shallow water habitat and channel complexity, reduced gravel recruitment, riparian encroachment, and bank armoring. Prevention of channel meander is linked to other floodplain stressors, such as isolation of the floodplain, water management activities, changes in the hydrograph, and lack of riparian vegetation.

Actions which restore channel meander and/or associated natural processes may include protection of existing riparian belts or creation of new riparian areas, increasing channel complexity through structural modification, and construction of setback levees.

Isolation or Elimination of Sidechannels and Tributaries. Isolation of sidechannels or tributaries due to structural changes or water management actions can lead to a loss of woody debris recruitment, loss of rearing and spawning habitat, loss of refuge habitat, and decreased food production for fish and wildlife species. This stressor is linked to other floodplain related stressors such as floodplain isolation, prevention of channel meander, land use changes, and alteration of the hydrograph.

Actions which restore processes associated with tributaries and sidechannels could include main channel changes, structural modifications to habitat in existing channels, or reconnection of isolated channels or tributaries.

Reduction of Gravel Recruitment. Reduction of gravel recruitment results in a direct loss of spawning habitat, and the potential for increased gravel armoring that makes gravel beds less

suitable for spawning. This stressor is related to other floodplain processes such as channel meander, and water management actions that affect flood flows and floodplain inundation.

Gravel recruitment actions may include gravel source identification, spawning gravel acquisition, gravel introduction, spawning gravel improvement projects, or measures to increase natural gravel recruitment.

Channel Aggradation Due to Fine Sediments. Accelerated erosion or decreased sediment transport capacity can result in changes in channel form by increasing the deposition of fine sediments in the stream channel. Increased fine sediment loads are often detrimental to salmonid species because they decrease the suitability of spawning gravels, and they are a less productive substrate for growth of aquatic invertebrates and other food organisms.

Fine sediment loads are closely linked to land use practices that influence erosion, watershed management in upstream areas, gravel recruitment, and channel form changes that influence sediment transport capacity. Restoration actions related to fine sediment management could include site-specific or watershed-wide efforts to decrease sediment input, mechanical removal of existing sediment, or increases in sediment transport capacity due to water management changes.

Loss of Existing Riparian Zone or Lack of Regeneration Potential. Loss of the riparian zone can be a stressor on the ecosystem by reducing food supplies for fish and wildlife, eliminating Shaded Riverine Aquatic (SRA) habitat, reducing channel complexity, and eliminating cover and nesting habitat. Since the riparian zones are typically associated with floodplains and river banks, they are linked to other stressors such as floodplain isolation, prevention of channel meander, and water management activities. The restriction of many riparian areas to sections of levee creates a close association between riparian habitat and levee maintenance practices such as riprapping or burning.

Riparian restoration projects could include riparian corridor easements, rehabilitation of riparian areas, riparian protection plans, land use changes, restoration of adjacent land for buffer zones, and foraging and nesting habitat.

#### ***4. Water Quality***

Increased Contaminants. Increased contaminant loads can be caused by urban runoff, agricultural runoff, mine drainage, refineries, wastewater treatment plants, and other point or non-point pollution sources. They can be a stressor on the ecosystem due to acute or chronic toxicity on aquatic organisms, including fish, and may be particularly deleterious for younger life stages of fish that may have longer exposure and higher sensitivity to toxic compounds.

Increased contaminant loads are related to other stressors in the system, including land use

practices and hydrograph alterations.

Contaminant control actions may include identification of pollutant sources, evaluation of effects, remediation, monitoring, or education in order to identify and reduce impacts on salmonids and other aquatic resources.

Increased Salinity. Increases in salinity are a specific type of water quality stressor on freshwater or estuarine species associated with the North Bay and portions of Suisun Marsh and the Delta. Increased salinity may be due to water management, operation of diversions or structures, runoff, etc. Salinity increases are linked to water management and land use stressors. In the North Bay, salinity is linked to historical land uses.

Actions to decrease salinity in freshwater areas could include revised land use practices, flow alterations, runoff control, or other measures.

Increased Nutrient or Carbon Input. Increased input of nutrients from agricultural runoff, wastewater treatment, and other sources can be an ecosystem stressor, and may be associated with low dissolved oxygen or other water quality stressors. In particular, low dissolved oxygen levels can link this stressor to related migration barriers. Restoration actions which limit the deleterious input of large quantities of nutrients may include agricultural runoff control, wastewater treatment, flow management in critical areas, or other measures.

Increased Mobilization of Contaminants Due to Dredging. Dredging can be a stressor on the ecosystem due to increased turbidity, contaminant mobilization, or associated dredge spoil disposal issues. In some cases, turbidity and contaminant mobilization can result in acute or chronic toxicity problems for aquatic species. Land based dredge spoil disposal may have associated terrestrial habitat impacts on plant and wildlife species.

Dredging related restoration actions may address methods for controlling turbidity effects, preventing mobilization of toxic compounds, facilitating safe dredge spoil disposal, or developing beneficial uses for dredge spoil.

## ***5. Water Temperature***

High water temperatures are a stressor on many cold water aquatic species, and may be caused by lack of riparian shade, lower flows, increased water surface area, warm water inflow, or other factors. Warm water temperatures can adversely affect spawning or rearing habitat, especially for salmonids. Since high water temperature can affect multiple life stages of a species, its impact on the egg, fry, and smolt lifestages of salmonids can result in a substantial cumulative mortality effect.

Water temperature is closely correlated to air temperature in many cases, but may be heavily

influenced by the related stressors of hydrograph alteration (particularly below large reservoirs) or lack of riparian shade.

Water temperature related actions not included as part of hydrograph alterations or riparian revegetation may include increased modeling or monitoring work, and evaluation of additional temperature management options.

## **6. *Undesirable Species Interactions***

Introduction of New Exotic Species. Introduction of new exotic species can occur from ballast water discharge, inadvertent release of exotic species, or intentional introduction of exotic species for other reasons. Exotic species represent a predatory and competitive threat to native species, and can compromise beneficial uses of native fish, wildlife, and plants. Control of exotic species introductions is closely linked to educational efforts associated with human disturbance of the ecosystem. In addition, an overall improvement in ecosystem health can decrease the system's vulnerability to colonization by exotic species.

Actions which address introduction of exotic species may be regulatory or educational in nature, and may include specific actions aimed at preventing new exotic species introductions.

Elevated Predation and Competition Losses. Predation and competition are natural mortality factors that may have an unnaturally significant effect on native fish populations when they are intensified by introduced species, habitat changes that favor predators or introduced species, or other changes that increase the vulnerability of the prey. Elevated losses of native species may occur due to striped bass predation, other introduced predatory species, competition for nest sites by introduced bird species, competition for food resources by introduced fish or mollusk species, and other factors. This stressor is directly related to introduction of exotic species, and to water management activities or land use actions that may alter habitat conditions in favor of predators or introduced competitors.

Predator or competitor control actions may include control or eradication programs, habitat modifications to decrease unnaturally high predation, or research projects related to exotic species control.

Competition from Introduced Plants. Competition from introduced plant species may include invasive aquatic plants such as Hydrilla, invasive riparian zone plants such as Arundo, or invasive salt marsh plants. These species can outcompete native species that provide a better food supply for native fish and wildlife species, or they can be so prolific that they create problems for other beneficial land and water uses such as agriculture, water supply, or navigation. This stressor is directly related to introduction of new exotic species.

Minimizing deleterious impacts from exotic plant species may involve control efforts,

eradication programs, education programs, or other measures.

### ***7. Adverse Fish and Wildlife Harvest Impacts***

Fish and wildlife harvest is a direct mortality factor which can have adverse effects at the population level under certain circumstances. These circumstances may include ocean and freshwater overharvest (particularly in cases of depleted salmon runs), poaching, or inadequate fishing regulations related to size limits or fishing locations. Poaching of migrating adult salmon after they have entered the tributaries can be particularly detrimental, since most of these fish would have successfully spawned and contributed to greater smolt production.

Potential restoration actions may be related to either legal or illegal harvest, and could include research projects, or improved management tools or techniques.

### ***8. Population Management***

Population management stressors include migratory pathway changes caused by physical (e.g., water diversion or barriers) or biological (e.g., genetic) factors, and inadequate reproductive capacity due to small or non-existent spawning populations. These stressors can result in reduced production of smolts due to poor spawning success or adverse outmigration conditions. Population management stressors are related to artificial propagation of fish and the associated genetic and management implications, and also to water management activities that may result in migratory pathway changes.

Population management actions could include genetic investigations related to wild stocks; actions to improve monitoring, sampling, or management of stocks; and establishing or supplementing salmon populations.

### ***9. Land Use***

Grazing. Grazing is a land use stressor that may be manifested as a loss of riparian habitat, increased erosion, or decreased water quality that can adversely affect beneficial uses of the ecosystem, and impair the suitability of fish and wildlife habitat. Grazing is related to other stressors in the ecosystem, including other land uses and water quality.

Actions addressing problems related to grazing may include land use changes, fencing, erosion control projects, development of easements, water quality control actions, watershed planning and management, or other measures.

Gravel Mining. Gravel mining is a land use stressor that can result in decreased gravel recruitment, increased fine sediment input, decreased quality of spawning and rearing habitat, increased predation due to gravel pits, warmer water temperatures, stream channel instability,

and deleterious changes in channel form. These changes can reduce the suitability of instream physical habitat for many species, and may cause associated water quality problems. Gravel mining is linked to other land use actions, as well as floodplain isolation stressors.

Actions addressing impacts associated with gravel mining could include channel stabilization measures, spawning gravel augmentation, erosion control measures, land use changes, alteration of mining practices, prevention of gravel pit capture by the stream, or other measures.

Urbanization. Urbanization of the watershed may lead to loss of riparian habitat, habitat fragmentation, drainage of wetlands, encroachment into the floodplain, pollutant runoff, and other impacts on the ecosystem. These stressors result in decreased habitat suitability, and can impair other beneficial uses of the system due to changes in water quality or needs for more intensive water management (such as flood control actions). Urbanization is related to other land use stressors, as well as water quality issues and floodplain isolation.

Restoration measures aimed at urbanization impacts may be regulatory, educational, planning oriented, or related to land acquisition.

Forestry and Agricultural Practices. Forestry and agricultural practices in the watershed can be stressors due to conversion of floodplain to agricultural use, land subsidence, increased erosion, loss of habitat complexity, and water quality degradation. This can result in decreased suitability of an area for fish and wildlife habitat, water supply, agriculture, or other beneficial uses. Forestry and agricultural practices are related to other land use stressors, as well as water quality concerns and floodplain isolation.

Restoration actions related to these practices may be site-specific or watershed-wide, and may include planning efforts, educational programs, acquiring easements or buffer zones, or developing technical management practices.

### ***10. Artificial Propagation of Fish***

Artificial propagation of fish can be a stressor on the wild population due to genetic changes and related fitness concerns associated with hatchery management, run or stock hybridization, altered timing of runs, effects of smolt releases on wild populations, introduction of pathogens, incidental spring run mortality, increased striped bass populations, and other factors. Artificial propagation activities are related to overall population management stressors.

Restoration actions related to artificial propagation could include evaluation of existing hatchery operations, assessment of new hatchery needs, or studies of hatchery impacts and benefits. Hatchery expansion planning is not included in the 1997 Category III funding cycle.

### ***11. Human Disturbance***

Human disturbance of fish and wildlife populations or habitat by anglers, boaters, and other recreational users could include disturbance of nest sites, trampling of salmon redds, and boat wake damage to SRA habitat. The disturbance can lead to habitat degradation and adverse effects on fish or wildlife populations.

Restoration actions addressing other stressors can be made more effective by implementing associated education or other actions to limit human disturbance. The education actions could serve to increase overall public awareness, or may target particular audiences to modify behavior.

## ***12. Wildfire***

Wildfire is a potential stressor on the ecosystem due to the associated loss of habitat, particularly in riparian zones. Ecosystem stress related to fire may be intentional, as in the case using fire for clearing levees, or it can be related to increased frequency of fire in riparian zones near urban areas.

Restoration actions related to fire management may include development of alternatives to use of fire for levee maintenance, and control of fire within riparian corridors (particularly in urban areas).

## **Attachment D Terms and Conditions**

This attachment provides the terms and conditions applicable to contracts issued through this RFP. The specific terms and conditions may vary, depending on the source of funds (Proposition 204, Stakeholder contributions), the applicant category (State entities, Federal and other public entities, non-profit organizations, and private entities), and the type of project (Public Works/Construction, Real Estate transactions, and Services), as identified in Table D-1.

Specific documents that must be submitted with the proposal are shown in Table D-1.

The general terms and conditions which will be applicable to Category III contracts funded with Proposition 204 funding are provided below. Terms and conditions for contracts using Stakeholder contributions are expected to have equal or less stringent requirements.

In addition to these general terms and conditions, specific additional standard clauses will be applicable depending on the type of project and applicant category. Table D-1 provides a summary of those standard clauses for different types of projects and different applicant categories. Those standard clauses are provided at the end of this attachment.

1. **Term of Contract:** The term of the agreement will be dependent on the project and may range from 1 to 3 years. The agreement shall not become effective until fully executed by the parties and approved by CALFED.
2. **Payment Schedule:** No funds will be disbursed by State(NFWF) to Contractor without 1) an executed copy of the Contract, (2) receipt of an original invoice with supporting documentation, and (3) receipt and satisfactory completion of deliverables and/or phases of work as set forth in the agreement, including quarterly financial and programmatic reports. Payments shall be in arrears on a monthly basis or after completion of agreed-upon project phases.
3. **Budget Variances:** Variances which exceed ten percent of a project task's approved budgeted amount must have approval in advance, with written explanations of programmatic changes to cover such variances and to remain within the maximum contract amount.
4. **Subcontracts:** Contractors are responsible for all subcontracted work. Subcontract terms and conditions must include all applicable contract terms and conditions as presented herein. Subcontractor agreements require approval by the State (NFWF), unless the subcontract is already a part of the contract agreement. Any amendments to subcontractors must be approved by the State (NFWF). In obtaining subcontracts,

contractor must obtain at least 3 competitive bids, or comply with the provisions of Government Code 4525 et seq., as applicable, or provide written justification for non-compliance with these requirements.

5. Substitution: Should the State (NFWF) be dissatisfied with the work of subcontractors or employees of the contractor, State (NFWF) may require the contractor to substitute different qualified subcontractors or employees. State (NFWF) must approve such substitutions in advance of providing applicable services.

6. Conflict of Interest: Contractor shall comply with all applicable State laws and rules pertaining to conflict of interest, including but not limited to Government Code 1090 and Public Contract Code 10410 and 10411.

7. Standard of Professionalism: Contractor shall conduct all work consistent with the professional standards for the industry and type of work being performed under the contract.

8. Rights in Data: All data and information obtained and/or received under contract shall be in the public domain. Contractor shall have the right to disclose, disseminate and use, in whole or part, any final form data and information received, collected and developed under this agreement, subject to inclusion of appropriate acknowledgment of credit to the State (NFWF), CALFED, and all cost sharing partners for their financial support. Use of draft data requires pre-approval by State (NFWF) and CALFED. Contractor shall not sell or grant rights to a third party who intends to sell such product as a profit-making venture.

9. The Contractor agrees to indemnify, defend and save harmless the State (NFWF), (specific Stakeholder contributor as applicable), its officers, agents and employees from any and all claims and losses accruing or resulting to any or all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

10. The Contractor, and the agents and employees of Contractor, in the performance of the contract, shall act in an independent capacity and not as officers or employees or agents of the State of California (NFWF) (specific Stakeholder contributor as applicable).

11. The State (NFWF) may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein

contained at the time and in the manner herein provided. In the event of such termination the State (NFWF) may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any shall be paid the Contractor upon demand.

12. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

13. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. This contract may be amended upon mutual written agreement of the parties and approved by State (NFWF) and CALFED.

14. The consideration to be paid Contractor as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Table D -1 : Standard Contract Clauses and Related Proposal Submittal Requirements

Item (Note 2)	Standard Clauses/Proposal Requirements (see note 1)	Public Works/Construction				Land Acquisition				Services/Consulting/Preconstruction/ Research			
		Agency	Public	Non- Profit	Private	Agency	Public	Non- Profit	Private	Agency	Public	Non- Profit	Private
1	Public Entities		FC				FC				FC		
2	Service and Consultant with Non Public			FC	FC			FC	FC			FC	FC
3	Interagency	FC				FC				FC			
4	Public Works		FC	FC	FC								
5	Insurance Requirements		FC	FC	FC								
6	NonDiscrimination	FC	FC	FC	FC								
7	Bidders Bond or other Security (if Contract value > \$107,000) see Note 3			P	P								
8	Non-Discrimination compliance		P	P	P		P	P	P		P	P	P
9	Cert of Insurance		FC	FC	FC								
10	Payment Bond		FC	FC	FC								
11	NonCollusion		P	P	P								
12	Small Business Preference				P				P				P
n/a	Proof of Contractor's License			P	P								
Note 1: All Contract terms apply to any subcontracts made by contractor													
Note 2: Item numbering refers to the copies of the documents as attached following this table.													
Note 3: Types of Security include cashiers check, cash, certified check or bidder's bond in an amount equal to 10 percent of the amount of the proposal.													
Legend: P = Submittal required with Proposal; FC = Submittal/Compliance before or at signing of Final Contract													

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

## STANDARD CLAUSES - CONTRACTS WITH PUBLIC ENTITIES

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

**Claims Dispute Clause.** Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the **Executive Director, CALFED Bay-Delta Program or its designee** within thirty days of its accrual, State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. **(NFWF)**

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds, **Category III**

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: \_\_\_\_\_

**Termination Clause.** The State may terminate this contract without cause upon 30 days' advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

**Drug-Free Workplace Certification.** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Conflict of Interest.** Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

**Workers' Compensation Clause.** Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

**Claims Dispute Clause.** Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Executive Director, CALFED Bay-Delta Program, or its designee, within thirty days of its accrual, State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution.

(NFWF)

**National Labor Relations Board Clause.** In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

**Statement of Compliance.** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Performance Evaluation.** For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

Category III

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds.

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: \_\_\_\_\_

**Termination Clause.** The State may terminate this contract without cause upon 30 days' advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

**Minority/Women/Disabled Veteran Business Enterprise Participation Requirement Audit Clause.** Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for \_\_\_\_\_ Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

record keeping purposes.

**Priority Hiring Considerations.** For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

**Drug-Free Workplace Certification.** By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Antitrust Claims.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Corporate Qualifications To Do Business in California.** Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

**Conflict of Interest.** Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
INTERAGENCY AGREEMENTS**

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Availability of Funds.** Work to be performed under this contract is subject to availability of funds. <sup>Category III</sup>

**Interagency Payment Clause.** For services provided under this agreement, charges will be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**Termination Clause.** Either State agency may terminate this contract upon 30 days advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS**

**LICENSE.** No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have \_\_\_\_\_ classification(s) of contractor's license, provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.

~~**EXAMINATION OF BID DOCUMENTS AND SITE.** Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.~~

**SUBCONTRACTORS.** (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

- a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid; and
- b. The portion of work to be done by each subcontractor. (See Public Contract Code Section 4104.)

**PAYMENT BOND.** The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, Standard Form 807, in an amount not less than fifty percent (50%) of the amount of the contract when its bid exceeds \$5000. Such bond shall be executed by the Contractor and a corporate surety approved by the State.

**NOTICE.** Failure to obtain a payment bond <sup>upon presentation of contract for contractor signature</sup> ~~within ten (10) days of notification of award~~ shall cause the State to reject the bid.

**WORKERS' COMPENSATION INSURANCE CERTIFICATION.** Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self insure issued by the Director of the Department of Industrial Relations.

**PREVAILING WAGE.** It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

**MAXIMUM HOURS.** It is further agreed that the maximum hours a worker is to be employed <sup>without overtime pay</sup> is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

**TRAVEL AND SUBSISTENCE PAYMENTS.** Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

**APPRENTICES.** Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

**SUBSTITUTIONS.** Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as to the comparative quality and suitability of "an equal" item.

(JFWF)

**ANTI-TRUST CLAIMS.** The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

#### **PROGRESS PAYMENTS**

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. No progress payments shall be made unless the Contractor, upon execution of the contract, furnishes a faithful performance bond for not less than one-half the total amount payable under the contract.

**PAYROLL RECORDS.** The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

**NONCOLLUSION AFFIDAVIT.** All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206).

**LABOR CODE PROVISIONS.** Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. A copy of the publication **General Prevailing Wage Rates** is on file for inspection at the State Department of Water Resources, Contract Services Office, 1416 Ninth Street, Sacramento, CA.

The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay the forfeiture penalties and monies which may become due as provided in Sections 1775 and 1813 of that Code.

**UNDOCUMENTED ALIENS.** No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

**STANDARD CLAUSES -  
INSURANCE REQUIREMENTS**

(NFWF)

Contractor shall furnish to the State<sup>v</sup> a certificate of insurance stating that there is liability insurance presently in effect for the contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
2. The State of California<sup>v</sup>, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

(NFWF)

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event contractor fails to keep in effect at all times insurance coverage as herein provided, State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

(NFWF)

STANDARD CALIFORNIA NONDISCRIMINATION  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(GOVERNMENT CODE, SECTION 12990)

Item 6

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Administrator" mean Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority.
  - b. "Minority" includes:
    - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) Asian/Pacific Islander (all persons having primary origins of any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relation
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

BIDDER'S BOND

We \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_

as SURETY, are held and firmly bound unto the State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named submitted by said Principal to the State of California, acting by and through the Resources, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the \_\_\_\_\_ to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Secretary of the Resources Agency

In no case shall the liability of the surety here under exceed the sum of \$ \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at \_\_\_\_\_

California on \_\_\_\_\_

(Insert name of city where bids will be opened)

(insert date of bid opening)

for \_\_\_\_\_

(Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety  
\_\_\_\_\_

Address \_\_\_\_\_

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**NONDISCRIMINATION COMPLIANCE STATEMENT**

COMPANY NAME

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.*

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

### CERTIFICATE OF INSURANCE

*This is to verify that the following described policy or policies have been issued to the insureds named below:*

Bidder: \_\_\_\_\_ and The State of California  
and all officers and  
employees thereof

With respect to the work performed under Contract # \_\_\_\_\_, Specification # \_\_\_\_\_

for \_\_\_\_\_

* Coverage	Company & Policy #	Mo.	Day	Year	Limits of Liability
A)		—	to	—	
B)		—	to	—	
C)		—	to	—	
D)		—	to	—	

*It is further certified that:*

The policy(ies) become(s) effective not later than the time of commencement of work under the aforementioned Contract.

The policy(ies) name(s), as additional insured with the bidder, the State and all officers and employees of the State.

The minimum limits of coverage of the aforementioned insureds are as follows:

Combined Single Limit ..... \$ \_\_\_\_\_  
(each occurrence)

\*Workers Compensation not applicable on this form.

Under the terms of the policy(ies):

- a. The insurer(s) shall not cancel or modify the policy(ies) without 30 days prior written notice to the Director of Water Resources.
- b. The State is not responsible for any premiums or assessments on the policy(ies).

A) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

B) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

C) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

D) Dated: \_\_\_\_\_ Insurers Authorized Representative (Signature) \_\_\_\_\_

\* Insurer or Insurance Organization \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

\* Must be California admitted insurer or qualified non-admitted insurer as defined in California Insurance Code.

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT  
(CIVIL CODE SECTION 3247)

BOND NO. Item 10.

The premium on this bond is \$ \_\_\_\_\_ for the term \_\_\_\_\_

Know All Men By These Presents:

THAT The State of California, acting by and through the \_\_\_\_\_  
has awarded to \_\_\_\_\_ whose address is \_\_\_\_\_  
(CONTRACTOR/PRINCIPAL)  
\_\_\_\_\_ as Principal, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principal file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principal and \_\_\_\_\_, a corporation organized  
(SURETY)  
under the laws of \_\_\_\_\_, and authorized to transact a general surety business in the State of California,  
as Surety, are held and firmly bound to the People of the State of California in the penal sum of  
(\$ \_\_\_\_\_), for which  
payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorneys fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be canceled by the Surety in accordance with the provisions of Sections 996.310 et. seq. of the Code of Civil Procedure.
6. This bond to become effective \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SURETY) (ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.  
Executed in \_\_\_\_\_ on \_\_\_\_\_  
(CITY AND STATE) (DATE)

under the laws of the State of California.

► \_\_\_\_\_  
(SIGNATURE OF ATTORNEY -IN-FACT)

\_\_\_\_\_  
(PRINTED OR TYPED NAME OF ATTORNEY-IN-FACT)

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and  
(name)

says that he or she is \_\_\_\_\_ of  
(position title)

\_\_\_\_\_  
(the bidder)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: \_\_\_\_\_ By \_\_\_\_\_  
(person signing for bidder)

Subscribed and sworn to before me on

\_\_\_\_\_  
\_\_\_\_\_  
(Notary Public)

(Notarial Seal)

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES --  
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER**

**NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*

\_\_\_\_\_ No

\*Attach a copy of your certification approval letter.

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REPROGRAPHICS

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