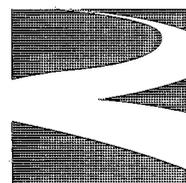


Ecosystem Restoration Projects and Programs

February 1999
Proposal Solicitation Package



CALFED
BAY-DELTA
PROGRAM

1999 Proposal Solicitation

The CALFED Bay-Delta Program invites proposals for ecosystem restoration programs and projects to improve the health of the Bay-Delta ecosystem. The objective of this Proposal Solicitation Package (PSP) is to solicit and fund actions which address problems in the Bay-Delta ecosystem as identified in the Ecosystem Restoration Program and Strategic Plan.

Notice of Pre-Submittal Workshop

March 16, 1999, 1:00p.m. - 3:00p.m.

Resources Agency Auditorium
1416 Ninth Street, Sacramento

Shortly after the workshop, CALFED staff will provide a written response to common questions from all parties at the workshop or who have received this proposal solicitation package.

Where to Submit Questions:

Questions can be submitted in writing until **March 15, 1999** to the:

CALFED Bay-Delta Program Office,
1416 Ninth Street, Suite 1155
Sacramento CA, 95814

or via email: publica@water.ca.gov or

Fax (916) 654-9780 Attn: Rebecca Fawver

Where to Submit Proposals:

Submit 10 complete hard copies, and one electronic copy of text and tables on a 3.5 disk in Wordperfect version 6.1 or higher to:

CALFED Bay-Delta Program Office,
1416 Ninth Street, Suite 1155
Sacramento CA, 95814

Proposal Due Date: April 16, 1999

Proposals must be received by the CALFED office no later than **3:00p.m. on April 16, 1999**. Proposals received after this date and time will be returned unopened.

The 1999 PSP is soliciting proposals in seven topic areas:

Fish Passage/Fish Screens

Habitat Restoration: Channels, Floodplains and Marshes

Local Watershed Stewardship

Water Quality

Introduced Species

Improved Fish Management and Hatchery Operations

Environmental Education

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CHAPTER 1 - INTRODUCTION

1.1 Background on the CALFED Bay-Delta Program

The CALFED Bay-Delta Program is a consortium of State and Federal agencies with management and regulatory responsibilities in the San Francisco Bay/Sacramento-San Joaquin Delta Estuary.

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:

CALFED Agencies

Federal agencies include: U.S. Bureau of Reclamation, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, National Marine Fisheries Service, Natural Resources Conservation Service, U.S. Forest Service, Bureau of Land Management, U. S. Geological Survey, Western Area Power Administration and the U.S. Army Corps of Engineers.

State agencies include: CA Resources Agency, CA Department of Fish and Game, CA Department of Water Resources, CA Environmental Protection Agency, State Water Resources Control Board, and CA Department of Food and Agriculture.

Ecosystem Quality. 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.

Water Supply. Reduce the mismatch between Bay-Delta water supplies and current and projected beneficial uses dependent on the Bay-Delta system.

Water Quality. Provide good water quality for all beneficial uses.

Levee System Integrity. 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 has prepared a Draft Programmatic Environmental Impact Statement/Environmental Impact Report (EIS/EIR). This document was released to the public in March 1998, and may be obtained by contacting the CALFED Bay-Delta Program at (916) 657-2666, or by visiting the CALFED website at: <http://calfed.ca.gov>. All alternatives described in the EIS/EIR contain common programs to address ecosystem health, levee system integrity, water use efficiency, water transfers, water quality and watershed management. The common program to address ecosystem health is described in the Ecosystem Restoration Program (ERP), which is found as an appendix to the Draft Programmatic EIS/EIR.

The goal of the ERP is to improve and increase aquatic and terrestrial habitats, and to improve ecological functions in the Bay-Delta to support sustainable populations of diverse and valuable plant and animal species. The ERP 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 acknowledges that there is a need to constantly monitor the system and adapt the actions that are taken to restore ecological health and improve water management. These adaptations will be necessary as conditions change and as more is learned about the system and how it responds to these actions. A strategic plan has also been developed to guide implementation of the ERP. Applicants desiring additional information on the ERP, the Strategic Plan for Ecosystem Restoration or the CALFED Bay-Delta Program can contact the Program at (800) 900-3587 or (916) 657-2666, or by visiting the CALFED website at: <http://calfed.ca.gov>

The CALFED Restoration Coordination Program, which is sponsoring this solicitation, is designed as a short-term program to allow implementation of ecosystem restoration actions while the programmatic environmental documents are being revised and finalized. It is expected that the Restoration Coordination Program will become part of the overall ERP.

1.2 Background on Category III and Projects Funded to Date

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 1996, the administration function for Category III funds was shifted to the CALFED Bay-Delta Program's Restoration Coordination Program, which receives input from the Ecosystem Roundtable, the Bay-Delta Advisory Council (BDAC) and the general public. The Ecosystem Roundtable is a subcommittee of BDAC specifically created to provide input from a broad cross section of stakeholder interests to the Restoration Coordination Program. The Bay-Delta Advisory Council consists of over 30 representative California stakeholder groups. BDAC is chartered under the Federal Advisory Committee Act and provides input to the overall CALFED Program.

The Restoration Coordination Program also has the responsibility of improving coordination among fish and wildlife restoration programs in the Central Valley. The administrative 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 ERP and the Strategic Plan for Ecosystem Restoration.

To date, CALFED's Restoration Coordination Program has received more than 600 proposals and has funded 173 projects for a total of approximately \$177 million. Additionally, thirteen projects for a total of approximately \$52 million dollars have

recently been approved for FY 1999. Types of projects funded have included fish screens, fish ladders, land acquisition, habitat restoration and focused research and monitoring which are designed to provide information which will improve future restoration efforts. Previous funding sources have included contributions from the California Urban Water Agencies, Proposition 204 State bond funds and funding from the Federal Bay-Delta Act, and Federal EPA watershed funding. For 1999, the majority of funds available are from the Federal Bay-Delta Act, with additional contributions from State Proposition 204. For additional information on projects funded to date, visit the CALFED website at: <http://calfed.ca.gov> under the Ecosystem Restoration topic.

**II. 1999 Proposal
Solicitation**

I-000204

I-000204

CHAPTER II - 1999 PROPOSAL SOLICITATION

2.1 1999 Proposal Solicitation Package (PSP)

The CALFED Bay-Delta Program invites proposals for ecosystem restoration programs and projects to improve the health of the Bay-Delta ecosystem. The objective of this PSP is to solicit and fund actions which address problems in the Bay-Delta ecosystem as identified in the Draft ERP and Strategic Plan. Funding provided for this PSP will be directed toward programs and projects which reduce conflicts in the Bay-Delta Ecosystem, focus on high risk species and habitats, and provide broad ecosystem benefits. This proposal solicitation will award a maximum of \$18,700,000. Additional projects will be considered for funding should additional Federal Bay-Delta Act funds be allocated in October of 1999 for Federal fiscal year 2000.

Proposals submitted, but not funded under previous proposal solicitations must be resubmitted in a format that is responsive to this PSP to receive consideration in the 1999 PSP process.

Applicants are requested to submit formal proposals following the instructions and format contained in this announcement.

Proposals must be received at the CALFED Bay-Delta Program office, 1416 Ninth Street, Suite 1155, Sacramento, California, 95814, by **3:00 p.m. on April 16, 1999**. Proposals received after this time will be returned unopened. Timely proposals will then be evaluated using the criteria and process described in this PSP, leading to multiple awards in July 1999, and subsequent awards in October 1999 should additional funds become available.

Because funding may be provided for only a portion of each submitted project, the applicant should clearly show which tasks can be funded separately. When CALFED funds portions of a project, there is no guarantee that the future phases of that project will be funded by CALFED or any other funding source. Future funding will depend on the progress of the project, the nature and extent of proposals competing at that time, ecological priorities, and the availability of funds. Projects can be multi-year efforts if needed and appropriate. However, funds must generally be expended by a contractor no more than three years after execution of a contract.

2.2 Who May Apply

Any private or public party with an interest in ecosystem restoration may 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, public/private joint ventures, and other organizations with an interest in ecosystem restoration. For the purposes of this PSP, there are seven types of applicant categories: (1) State agencies, (2) Universities, (3) Federal

When CALFED funds portions of a project, there is no guarantee that the future phases of that project will be funded by CALFED or any other funding source.

agencies, (4) Non-profit organizations, (5) Private (for profit) individual entities, (6) Local Government/Districts, and (7) Public/non-profit joint ventures. Applicants must indicate the category type on the proposal cover sheet (see Section 4.4).

Applicants who wish to collaborate on a project may elect to use a contractor-subcontractor relationship or a joint venture partnership. Contracts will only be executed with one applicant. The proposal needs to clearly indicate which applicant will sign the contract and the nature of the agreement between the other applicants, as discussed below.

The contractor-subcontractor relationship approach requires that the proposal discuss the nature of the relationship, the names of subcontractors, if known, and how the applicant will comply with competitive bidding requirements for selecting subcontractors. Specific subcontractors do not necessarily need to be listed in the proposal, except to highlight the qualifications of the proposed team for evaluation by the Technical Review Panel. Some subcontractors may not be known until after the proposal has been selected for funding, and a subcontract has been put out for bid. The estimated costs for subcontract work, and any necessary overhead for managing subcontractors, must be included in the proposal.

Applicants that are joint venture partnerships must identify one partner as the contracting party responsible for payments, reporting, and accounting. The proposal must include a detailed description of how the partners will operate, including the allocation of decision-making authority and liability. The proposals should identify the tasks to be performed by the different entities and the costs at each task level.

2.3 Geographic Scope

Projects and programs must generally be within the CALFED ERP study area which includes the Bay-Delta and its tributary watersheds (See map in Attachment A). This proposal solicitation package will emphasize projects and programs in the lower watershed areas, the Delta, and the North San Francisco Bay. Projects and programs in the South San Francisco Bay, Central San Francisco Bay, and upper watersheds including the Trinity River will be considered for funding if the applicant can demonstrate a direct benefit to the CALFED priority species and habitats. Projects proposed under the Local Watershed Stewardship or Environmental Education categories will be considered that address activities that have beneficial impacts on the resources of the Bay-Delta. Proposals for projects outside of the geographic scope identified in this PSP will not be considered for funding.

2.4 Conflict of Interest and Confidentiality

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.

Applicants should
note that their
submission of a
proposal will waive
their rights to
confidentiality of
that proposal.

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.

Applicants should take note that their submission of a proposal will waive their rights to the confidentiality of that proposal. As explained in Section 2.5, Proposal Selection Process, each proposal will be reviewed by a Technical Review Panel and the 1999 Integration Panel. Upon completion of the Integration Panel's review, all proposals will be made available for public review by the Ecosystem Roundtable and the Bay-Delta Advisory Council. The Technical Review Panel and Integration Panel scoring and comments will also become available to the public. Due to the legally mandated public disclosure requirements of these two entities, any proposal may be reviewed and discussed by members of the public. When the proposal application is signed, privacy rights as well as other confidentiality protections afforded by law will be waived.

Applicants should also be aware that certain State or Federal agencies may submit proposals that will compete against their proposal, and employees of those agencies may sit on the Technical Review Panels or the Integration Panel that reviews and recommend which proposals to accept and fund. Members of these panels are subject to conflict of interest provisions (See Attachment F for conflict of interest requirements).

2.5 Proposal Selection Process

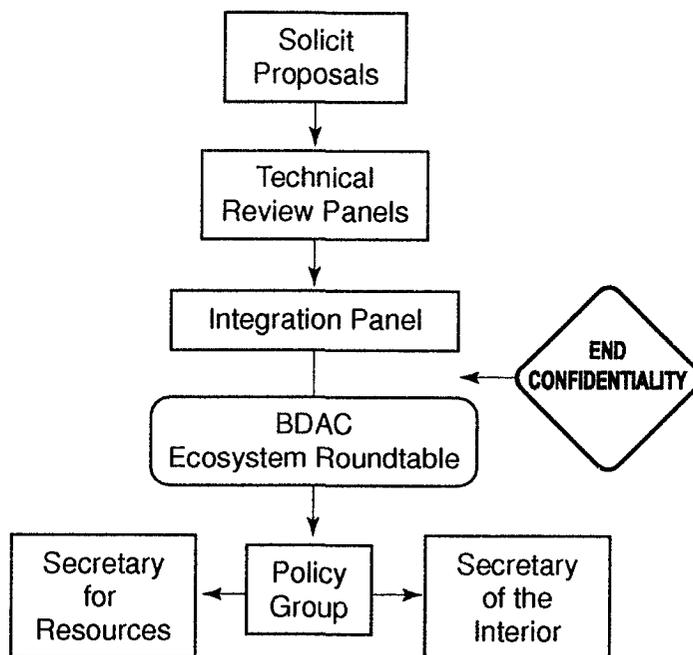
Figure 1 is a flow chart of the proposal selection process. Proposals will be reviewed using a two-step technical evaluation. First, Technical Review Panels made up of State, Federal and non-agency representatives with the necessary expertise will be formed to evaluate and score proposals submitted under each topic. The panels will use the criteria described in Section 2.6 to evaluate and score proposals. The Technical Review Panels will be held to certain conflict of interest rules and requirements as described in Attachment F.

The second part of the evaluation process involves the 1999 Integration Panel, which is comprised of State and Federal agency technical staff and non-agency technical representatives. The Integration Panel also includes individuals involved from other funding sources such as the Central Valley Project Improvement Act (CVPIA). Status of ongoing restoration activities and information from the Ecosystem Restoration Program are used as basic information in the review process. The Integration Panel then evaluates proposals based on CALFED's comprehensive goals for ecosystem restoration. The Integration Panel takes into consideration the proposal's ability to meet the funding priorities and implementation guidelines, the system-wide ecosystem benefits of the proposal and compatibility with non-

ecosystem CALFED objectives. The Integration Panel forwards preliminary recommendations for funding to the Ecosystem Roundtable and CALFED Policy Group. The Integration Panel may place conditions on its recommendation for funding of a specific project. These conditions may include requirements for additional clarification or further explanation of certain aspects of the project.

All submitted proposals and evaluation scores become public information and will be available for review after the 1999 Integration Panel forwards its preliminary recommendations to the Ecosystem Roundtable. Integration Panel recommendations for funding will be reviewed by the Ecosystem Roundtable and the Bay-Delta Advisory Council (BDAC). The CALFED member agencies, acting through the CALFED Policy Group, will make final funding recommendations to the Secretary for Resources and the Secretary of Interior.

Figure 1
1999 Proposal Selection Process



It is anticipated that funding decisions will be made by July, 1999. Preparation of contracts or cooperative agreements will begin as soon as projects are approved, but depending on the complexity of each contract and the readiness of the applicant, it may take considerable time (from two months up to a year or more) to develop and finalize the contracts or cooperative agreements for the successful proposals. **Applicants should not commence work on their projects until a funding agreement is signed. Work performed prior to the signing of a funding**

agreement is done at the risk of the applicant and without expectation of reimbursement. Funding agreements are not final until signed by the appropriate contracting agency.

2.6 Evaluation Criteria

Criteria for Proposal Evaluation. To be eligible for funding, all proposals must benefit one or more of the priority species or habitats listed in Section 3.1. Rehabilitating the natural capacity and functional connectivity of the Bay-Delta estuary and its watershed will be the preferred method for achieving recovery. Proposals that meet the minimum requirements will be evaluated by a Technical Review Panel and the Integration Panel using a two step process.

Proposals will first be evaluated and assigned scores by a Technical Review Panel based on seven criteria (Table 1). For each criteria, proposals will be scored on a scale of 1 to 5 with 1 being low, 3 being average and 5 being high. Depending on the proposal topic area (water quality, fish passage, etc.), certain criteria will be more heavily weighted than in other topic areas. For example, proposals for local watershed stewardship and education are scored with a greater emphasis on local involvement. In these topic areas the numeric value for low is 1, for average is 5 and for high is 10. Table 1 indicates the weighting for each criteria for each topic area. The maximum number of Technical Review Panel points for each proposal is 45.

A key function of the Integration Panel is to review proposals with high Technical Review Panel scores for system-wide ecosystem benefits and compatibility with non-ecosystem CALFED objectives. This may result in funding of proposals other than those with the highest Technical Review Panel scores.

In the second step of the process, the Integration Panel will review the proposals with the highest Technical Review Panel scores and make preliminary recommendations for funding. The role of the Integration Panel is to evaluate proposals based on CALFED's comprehensive goals for ecosystem restoration. Up to 10 additional discretionary points may be assigned by the Integration Panel, raising the maximum proposal evaluation score to 55. The Integration Panel takes into consideration the proposal's ability to meet the funding priorities and implementation guidelines, the system-wide ecosystem benefits of the proposal and compatibility with non-ecosystem CALFED objectives. The highest scoring proposals in each category will be eligible for funding.

Considerations for each of the seven criteria are briefly described below. Additional guidance is provided in Section 4.3, Proposal Format and Content.

| Proposal Category | Evaluation Criteria and Weighting | | | | | | |
|--|-----------------------------------|----------------------------------|--------------------------------------|-------------------|------|--------------|--------------------------|
| | Ecological/ biological benefits | Technical feasibility and timing | Monitoring, assessment and reporting | Local involvement | Cost | Cost sharing | Applicant Qualifications |
| Fish passage/ fish screens | 2X | X | X | X | X | 2X | X |
| Habitat Restoration: channel, floodplain and marshes | 2X | X | X | 2X | X | X | X |
| Local watershed stewardship | X | X | 2X | 2X | X | X | X |
| Water Quality | X | 2X | 2X | X | X | X | X |
| Improved fish management and hatchery operations | 2X | X | 2X | X | X | X | X |
| Environmental education | X | 2X | X | 2X | X | X | X |
| Introduced species | 2X | 2X | X | X | X | X | X |

Table 1. Evaluation Criteria and Weighting for Proposal Categories

Ecological/ Biological Benefits

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The proposal identifies clear and concise scientific hypothesis/questions to be evaluated through the project. It discusses the ecological and biological effectiveness of the proposal by addressing the identified stressors and species or habitats which will benefit. It explains how the project relates to the ERP and Strategic Plan, and how the project relates to other previously funded projects or to previously funded phases of a current project.

Technical Feasibility and Timing

The proposal should demonstrate a thorough understanding of any relevant technical problems to be addressed and provide a clear evaluation of possible options, a sound technical approach, and a realistic time line for project completion. Sampling and analytical procedures should be clearly described and methodologies identified. In

some cases, it is appropriate and necessary to provide numerical or physical models that support the approach selected. The effectiveness and durability of the project under different climatic conditions (e.g., flood or drought) have been considered. Any windows of opportunity or other constraints on the timing of the project have been identified. The readiness of the proposal to be funded and the ability of the applicant to expend funds immediately upon receipt has been identified. Any constraints are identified that could affect the schedule and implementability of the project, including environmental documentation needs. Environmental compliance and permitting needs are identified.

Monitoring, Assessment, and Reporting

The proposal identifies the monitoring parameters, data collection approach, and data evaluation approach for each hypothesis/question to be addressed. Appropriate performance measures and indicators for determining success are identified. The proposal discusses how the monitoring is coordinated with existing and/or anticipated monitoring programs. It clearly identifies details on financial reporting and assessment of the project for each identified task and/or phase. The proposal describes how the results and conclusions of the study will be published and disseminated, and how data will be made available to a CALFED designated data repository following project completion. Adequate detail and appropriate levels of resources for biological/physical monitoring and financial reporting are included.

Local Involvement

The proposal demonstrates local support or involvement for the project, including participation by the appropriate State and Federal agencies and local governments. The proposal is coordinated with, or supported by, ongoing regional efforts and any applicable local watershed management plans or conservancies. Affected parties (e.g., landowners) are involved or have been notified of the proposal. Local benefits and impacts are identified.

Cost

The proposal clearly describes and justifies budgeted costs (including direct and indirect costs) and identifies other funding commitments or cost-share requirements. Indirect overhead costs are clearly identified. The level of funding requested for the proposed activity is reasonable, and the applicant's resources (labor, equipment, class of staff used, etc.) are used to maximize cost effectiveness. The proposal costs seem reasonable as compared to other similar proposals. Funding sources for any necessary operations and maintenance (O&M) costs are clearly identified.

Cost Sharing

To the extent feasible, the proposal leverages other funding sources to support

restoration activities. Other entities and/or the applicant are sharing in the cost of the project. If in-kind services are used as a cost-share, they are clearly documented.

Applicant Qualifications

The applicant's educational background and relevant work experience/products indicate that they are capable of implementing the proposal. Key personnel possess the experience and expertise to successfully implement the proposed tasks or actions. Any previous projects conducted by the applicant demonstrate an acceptable record of performance in meeting the objectives and conditions of the contract. Any cooperating entities that will be responsible for long term management of acquired land or easements are capable of implementing and maintaining the project.

2.7 Schedule

| | |
|--------------------------------|--|
| February 16, 1999 | PSP Available to the Public |
| March 15, 1999 | Last day to submit questions to the CALFED Bay-Delta Program |
| March 16, 1999 | Public Pre-Submittal Workshop, 1:00 pm - 3:00 pm, Resources Agency Auditorium, 1416 Ninth Street, Sacramento |
| April 16, 1999 | Proposal Solicitation Period Closes. (Applications must be received at the CALFED office 1416 Ninth Street Sacramento, CA by 3:00 pm) |
| Beginning of June, 1999 | Technical Review Panel's scoring and Integration Panel review and recommendations complete. Confidentiality Ends. |
| June, 1999 | Present Recommendations to Ecosystem Roundtable and BDAC |
| End of June, 1999 | CALFED Policy Group Makes Final Recommendations |
| July, 1999 | Secretary for Resources/Secretary of Interior Approve Selections |

CHAPTER III - 1999 ACTION PLAN

Development of this 1999 Action Plan included use of the Funding Priorities outlined in Section 3.1, the ERP draft Stage 1 Action List and Strategic Plan for Ecosystem Restoration, results of three regional meetings, and information on previously funded projects.

3.1 1999 Funding Priorities

The 1999 funding priorities reflect the goals identified in the draft Strategic Plan for Ecosystem Restoration. Rehabilitating the natural capacity and functional connectivity of the Bay-Delta estuary and its watershed will be the preferred method for achieving recovery and continued conservation of native species and for supporting safe, sustainable commercial and recreational fish and wildlife harvest. Long-term success of ecological rehabilitation will require immediate protection or restoration of key functional habitat types and their connectivity. Proposals for projects should be designed to address the following Strategic Plan Goals:

1. Achieve recovery of at-risk native species dependent on the Delta and Suisun Bay as the first step toward establishing large, self-sustaining populations of these species; support similar recovery of at-risk native species in San Francisco Bay and the watershed above the estuary; and minimize the need for future endangered species listings by reversing downward population trends of native species that are not listed.
2. Rehabilitate natural processes in the Bay-Delta system to support, with minimal ongoing human intervention, natural aquatic and associated terrestrial biotic communities, in ways that favor native members of those communities.
3. Maintain and enhance populations of selected species for sustainable commercial and recreational harvest, consistent with goals 1 and 2.
4. Protect or restore functional habitat types throughout the watershed for public values such as recreation, scientific research and aesthetics.
5. Prevent establishment of additional non-native species and reduce the negative biological and economic impacts of established non-native species.
6. Improve and maintain water and sediment quality to eliminate, to the extent possible, toxic impacts on organisms in the system, including humans.

Proposals should attempt to address multiple goals. However, in some cases, actions may be funded that only address one of the six goals. For example, there may be a very specific problem, such as entrainment, for a listed species which can be solved only through an action, such as a fish screen, which neither results in habitat protection or in rehabilitation of the natural system.

At least 75 % of the funding will be focused on actions which benefit the highest priority species identified under Goal 1 which are the listed fish species which depend on the Delta.

While the actions to be taken based on these priorities are primarily for the benefit of the ecosystem, they can also provide benefits for other CALFED objectives including water quality, levee system reliability, and water supply reliability. Emphasis will be placed on proposals which provide multiple benefits.

Goal 1 - Native species recovery and conservation. The major issue in the Bay-Delta that led to the creation of CALFED centered on the conflicts between water management and the protection and recovery of listed species. Recovery of listed fish species dependent on the Delta and Suisun Bay and adversely affected by water management is a high priority. These species include:

- Delta smelt
- Splittail
- Chinook salmon (all races)
- Steelhead trout
- Longfin smelt

Additional priority will be given to support recovery of other listed water-, wetland-, and riparian-dependent species in the Bay-Delta Estuary and its watershed, adversely affected by water management. These species include but are not limited to:

- Delta special status plant species (Suisun thistle, soft bird's-beak, Mason's lilaepsis, Delta button-celery)
- California red-legged frog
- Giant garter snake
- California freshwater shrimp
- Swainson's hawk
- Clapper rail
- California black rail
- Greater sandhill crane
- Western yellow-billed cuckoo
- Bank swallow
- Salt marsh harvest mouse
- Riparian brush rabbit
- Riparian woodrat
- Aleutian Canada goose

- Valley elderberry longhorn beetle

Consideration will also be given for continued conservation of water-, riparian-, and wetland-dependent native species in the Bay-Delta Estuary and its watershed which, to some degree, are or have the potential to be adversely affected by water management. These species include candidate species and species of special concern.

In the near term, species in the Bay-Delta watershed that are not water, wetland, or riparian dependant will not be identified as a priority. However, if a project that produces benefits for a priority species also provides benefits for other listed species, it will receive preferential consideration.

Goal 2 - Rehabilitation and Protection of Natural Processes Rehabilitating the natural capacity of the Bay-Delta estuary and its watershed and protecting and restoring a range of functional habitat types will require that proposals be evaluated to ensure that they contribute toward the goals listed above. It will also be necessary to evaluate individual proposals in the context of other actions to ensure that all important ecological attributes have been addressed and the resulting mosaic of habitats are appropriately connected and distributed, and are of sufficient size, configuration, and quality. The following ecological guidelines can guide restoration efforts:

- *Emphasize ecosystem processes and functions that increase and sustain target habitats and species.*
- *When feasible, emphasize restoration of ecosystem processes using natural self-sustaining methods.*
- *Emphasize protection and enhancement of existing habitats and processes over restoration or creation.*
- *Emphasize actions that provide multiple benefits to species, habitats, and processes.*
- *Give consideration to projects designed to investigate problems for which causes and remedies remain uncertain.*
- *Recognize the level of scientific uncertainty associated with various actions and move forward with them appropriately.*
- *Recognize and incorporate scientific uncertainty into planning decisions. As much as possible, design and treat management actions as experiments that will allow specific hypotheses to be tested under field conditions.*
- *Above all, implement actions as part of adaptive management so that future*

actions can build on actions implemented today.

Ecological processes are complex interactions that establish and sustain whole ecological systems. The stability and sustainability of such processes determine in large part the value and productivity of affected ecological systems. The most effective and enduring restoration and maintenance of the Bay-Delta ecosystem is therefore one that stabilizes, restores and maintains the underlying ecological processes. The ecological processes most affecting the Bay-Delta ecosystem include:

- Central Valley Streamflows
- Natural Sediment Supply
- Stream Meander
- Natural Floodplains and Flood Processes
- Central Valley Stream Temperatures
- Bay-Delta Hydraulics
- Bay-Delta Aquatic Foodweb
- Upper Watershed Processes

Goal 3 - Recreational and commercial species. Priorities for species that are important for use by humans are guided by the need to provide for sustainable harvest and safe consumption. Generally, species that have experienced sharp declines or that have problems with body burden contaminants, which cause human health concerns, were identified as equally important.

Striped bass and sturgeon are species that would be identified as a priority under either approach because there have been both population declines and evidence of contamination. Northern pintail, salmon and steelhead are species that would be a priority because population declines have sharply limited opportunities for consumptive use.

Other species such as American shad and waterfowl have also experienced population declines that have limited harvest opportunities. Populations of waterfowl that are particularly sensitive to water management and/or whose body burdens pose health risks to human consumers will be given a higher priority. Health warnings for human consumption of waterfowl species have been identified for all species in the Grasslands area and for scaup and scoter species in Suisun Bay, San Pablo Bay and San Francisco Bay. Waterfowl species declines have been noted for species such as the northern pintail, and lesser scaup.

At least eighty percent of restoration funds will be for implementation of actions as opposed to other phases such as planning and research.

Goal 4 - Habitats. It is important to protect and restore large expanses of the major habitat types identified in the ERP and at least representative "samples" of other habitat types. Many direct benefits arise from protecting a wide array of habitats, including the recovery of endangered species and the production of economically

important recreation and commercial species. Equally important are the aesthetic values of natural landscapes containing mosaics of habitats. Additional ecosystem services provided by natural habitats include purification of water and air, and delivery of nutrients to systems producing fish and other economically important aquatic organisms.

Goal 5 - Introduced Species. The introduction of new species into the Bay-Delta ecosystem is still occurring so frequently, and the potential for ecological damage by further invasions is so high, that the necessity for halting (not just reducing) further introductions needs to be emphasized. This problem needs to be dealt with quickly and directly because new invading species can negate the effects of millions of dollars spent on habitat or ecosystem restoration. However, control methods must be less harmful to native species than the ecological disruption caused by invading species.

Goal 6 - Water Quality. Toxic effects of adverse water quality are incompletely understood. Developing the needed understanding has been identified as a distinct CALFED goal. This goal is being addressed through the CALFED Water Quality Program in close coordination with the ERP. Problems associated with toxic substances in the aquatic environment include persistent toxicants such as methyl mercury and PCBs, pesticides, naturally occurring toxic substances, sudden influxes of toxic materials, toxic accumulation in sediments, and impacts of other unknown substances.

3.2 Topic Areas and Focused Actions

This solicitation is requesting proposals under seven topic areas. Eligible proposals will include ERP and Strategic Plan actions, suggestions from regional meetings, later phases of ongoing projects and other beneficial actions which meet the goals as described in Section 3.1. Under some of these topic areas, the Integration Panel has identified focused actions. Focused actions are projects or proposals which represent a logical step forward in an ongoing effort to improve ecological health of the Bay-Delta and its tributary watersheds. Rather than putting out only a broad and unrestricted solicitation for 1999, it was believed that greater progress could be made by considering comprehensively the existing restoration work that is planned, underway or completed and identifying actions which could make the greatest steps toward furthering the progress which has already been made. Because a project has been identified as a focused action does not mean it will be automatically funded. Focused actions and other beneficial proposals will receive equal consideration during the evaluation process. The following is a description of each topic area and a list of focused actions which may be considered for funding in 1999.

The 1999 PSP is soliciting proposals in seven topic areas:

Fish Passage/Fish Screens

Habitat Restoration: Channels, Floodplains and Tidal Marshes

Local Watershed Stewardship

Water Quality

Introduced Species

Improved Fish Management and Hatchery Operations

Environmental Education

Fish Passage/Fish Screens

Background: In recent years, fisheries resources have declined in California's Central Valley streams. Fishery declines are associated with a wide variety of factors, including habitat destruction, alteration of instream flows, construction of dams, and entrainment into water diversions. In many cases, high quality aquatic habitat exists upstream of agricultural and power diversions on tributaries of the Sacramento and San Joaquin Rivers. These diversion structures and dams block fish passage, and can adversely impact downstream migration. In addition to removal of dams, there may be other alternatives such as consolidation of existing structures that can reduce the number of fish passage facilities needed and may provide more ecological benefits than retaining all structures with traditional fish ladder and screening solutions.

There are a large number of relatively small diversions diverting water from the Suisun Marsh and the Delta. These smaller diversions have the potential to entrain juvenile fish, but there is relatively little data that can be used to identify where the biological benefits would be the greatest in a program to screen smaller diversions. Evaluations of alternative methods of preventing entrainment at larger diversions have not identified any effective solutions other than positive fish screens. However, when evaluating screening at smaller diversions under 25 cfs, there may be other techniques for preventing entrainment that could be cost effective in some situations.

Eligible Proposals: Fish passage and fish screen projects have the potential to benefit both the Sacramento and San Joaquin systems. Examples of these actions for fish passage include projects to improve passage with fish ladders or removal of barriers on streams such as Clear Creek, Mill Creek and the Yuba River, to improve flows in areas such as the Yolo Bypass, and improve drainage to reduce fish stranding on the lower American River Floodplain. Examples of actions for fish screens include an evaluation of the need to screen all diversions smaller than 100 cfs on both the mainstem of the Sacramento and selected tributaries.

Focused Actions:

Suisun Marsh. *Determine the potential biological importance of Suisun Marsh fish screens.* Currently, there is a conflict between the potential for listed fish species to be entrained and the need for water for wetlands management. Furthermore, there are significant questions that remain unanswered about the relative biological benefits of screening these diversions relative to diversions in other locations. Given the biological questions, CALFED has not funded new fish screens in Suisun Marsh in the last few rounds of projects. Proposals should be for a study to determine the relative biological impacts of these types of diversions to assist decision-makers.

General Bay-Delta. *Evaluate the need to screen small diversions in the Delta.*

Unlike in riverine environments where unscreened diversions may affect a large portion of fish populations, the benefits of screening small diversions throughout the Delta is unknown. An evaluation should be undertaken to identify diversion effects on species and locations in the Delta where screening small diversions is a high priority. Two general topics are recommended for consideration. Proposals should be for:

- A synthesis of existing information on entrainment in the Delta at small diversions; or
- An evaluation of entrainment effects at actual diversions if willing landowners can be identified. The proposal should document how locations are to be compared, number of locations to be evaluated, and methods and techniques to be used to evaluate results. The proposal should also document how the results could be used to develop a method to assign priority to small unscreened diversions. The applicant should have written permission from the owner of any diversion where they propose to sample.

Habitat Restoration: Channels, Floodplains and Marshes

Background: Habitat restoration actions should focus on the use of natural processes and restored ecological function. High aquatic biodiversity, fish species and preferred riparian conditions depend on variable flow regimes that maintain active channels and floodplains favorable to native species. The dynamic processes of flow, sediment transport, channel erosion and deposition, establishment of riparian vegetation after floods, and ecological succession create and maintain the natural habitat conditions favorable to salmon and other important native species.

Dams have interrupted the natural hydrology and alluvial sediment transport processes, thus negatively impacting river channel morphology and the aquatic habitat available to native species. In some cases, rivers have responded to this lack of sustainable coarse-sediment supply with channel incision and bed-surface coarsening. In other cases, lack of channel-forming flows have allowed increased amounts of fine materials to be deposited. This reduces both the quantity and quality of spawning habitat available to native anadromous fish species and reduces food (for example, benthic macroinvertebrate) production. In addition, sediment transport has been interrupted in some areas due to the impacts of instream and floodplain aggregate and gold mining.

Encroachment by agricultural and urban development has restricted floodplains, which has led to reduced riparian habitat and loss of shaded riverine aquatic habitat. In some cases, the landowners in the floodplain also face repeated flooding of their land with the resulting loss of property and agricultural revenue. Opportunities exist on many rivers to expand floodways and riparian corridors in flood-prone areas, thus benefitting the ecosystem and concurrently providing greater flood management

flexibility. These efforts require local cooperation and understanding, and can function as educational as well as experimental tools to increase the technical understanding of floodplain management and restoration actions. Solutions for comprehensive flood management are essential to ensure public safety and restore natural, ecological functioning of river channels and floodplains.

Eligible Proposals: Solutions for comprehensive flood management are essential to ensure public safety and restore natural, ecological functioning of river channels and floodplains. Projects should focus on areas with sediment deficits, in the parts of the system that still have or can have adequate flows to inundate floodplains and sufficient energy to erode and deposit, and in floodplain and meander zone areas where acquisition or easements could permit natural channel migration, flooding, and tidal inundation. Examples of projects include: 1) acquisition or purchase of permanent conservation easements or fee title ownership in floodplain and meander zone areas to permit natural flooding and channel migration and restoration projects that benefit priority species in different parts of the watershed, 2) riparian and floodplain restoration projects particularly in streams and rivers identified in the ERP where priority species are known to benefit from a particular type of habitat, 3) projects that facilitate improved instream flows in high priority areas, 4) projects that manage sediment in areas where natural sediment deposition processes have been interrupted and aquatic habitats have degraded, 5) studies that improve our understanding of hydrologic, geomorphic and ecological relationships, and 6) studies that assist in the evaluation of alternative water management strategies

Focused Actions:

General Bay-Delta. *Develop ecologically-based hydrologic models and water management strategies.* Restoration of aquatic habitats requires appropriate flow regimes. Determining the right combination of factors, such as the appropriate timing and quantity of flows to meet both biological and flood control needs, will maximize ecosystem benefits in ways that are compatible with other uses of water and river corridors. Proposals to assess how hydrology (timing and magnitude of flows) and geomorphology (sediment transport processes) processes affect river/delta channel and floodplain habitats should be developed. Studies should evaluate alternative water management strategies and their effects on biological communities and flood control. In addition to hydrologic models, it is important to develop a systematic method to prioritize and evaluate water purchases. Flow needs can then be addressed comprehensively, both through acquisition and through reservoir reoperation.

The San Francisco Bay, Sacramento-San Joaquin Delta, and tributary areas. *Provide needs and opportunities analysis for improving ecosystem restoration and flood bypass habitats.* Proposals can include planning and implementation activities to a) improve existing habitat in bypasses, b) improve streamflows in the bypasses and their associated sloughs, c) improve bypass wetland, riparian, slough, agricultural and

shaded riverine aquatic habitats, to eliminate fish passage barriers, e) reduce entrainment and stranding, to develop wildlife and fisheries friendly levee and flood control programs in bypasses, g) develop consensus based plans with implementing pilot projects in bypasses, h) develop information on compatibility of any proposed ecological improvements of flood bypasses, develop information on bypass characteristics for improvement, plans to resolve conflict between ecological needs and flood flow carrying capacity, and methods/processes for community involvement to assist and promote ecological improvements in flood bypasses. Proposals need to include a plan to evaluate the hydraulic impacts of the proposed restoration measures. Tributary areas include but are not limited to Colusa Basin, Butte Basin, Sutter Bypass, Yolo Bypass, Chowchilla Canal Bypass, Eastside, Fresno Slough, and James Bypass.

East Delta Habitat Corridor. *Restore tidal marsh and riparian habitats along Georgiana Slough.* Georgiana Slough is a major migration corridor for salmon. Substantial losses to salmon occur in this area due to predation and entrainment. Proposals should address restoration along this important migration corridor. Proposals should be for design or implementation of projects and should include coordination with landowners and address flood control and recreational boating issues.

Central Delta Habitat Corridor. *Restoration of in-channel islands.* Altered sediment regimes and erosion caused by boat wakes have significantly reduced the quantity and quality of valuable in-channel island habitat. Planning and design work for demonstration projects on in-channel islands has been previously funded. Proposals should be for the next (construction) phase, if planning and design work is complete.

Suisun Marsh. *Restore tidal wetlands on Suisun Marsh and Van Sickle Island.* Restoration of tidal wetlands will provide habitat for native fishes, rare plants and wildlife. It will also expand the spatial extent of the low-salinity zone (zone of high biological productivity) to increase estuarine productivity. Proposals should be for tidal restoration projects in this area.

Central and West Delta. *Restore Frank's Tract to tidal marsh using clean dredge materials and natural sediment accretion in conjunction with the eradication and control of nuisance, introduced aquatic plants.* Frank's Tract can be restored to the largest expanse of tidal wetlands in the Delta with no impact to agriculture. Frank's Tract levees were breached and the island has been flooded since the early 1900's. The subsided island is deep and provides warm-water habitat for predatory, non-native fish. The island bed must be elevated through a combination of dredge disposal, natural sediment accretion, and peat accumulation. Frank's Tract will be a functional component of the San Joaquin River corridor, a major fish rearing and migration area. Reclaiming the tract must also occur in conjunction with the eradication and control of nuisance, introduced aquatic plants for restoration to be most beneficial to native species. A study to evaluate the restoration of Frank's Tract

was previously funded. Proposals should be for the second phase of the previously funded proposal if there is a demonstrated readiness for the next phase of funding.

Sacramento River. *Continue studies and demonstration projects which address potential changes in hydrology and geomorphology, local economic impacts, and other issues associated with ongoing riparian restoration work.* The Sacramento River still meanders freely for most of the more than 100 miles between Red Bluff and Colusa, dynamically eroding existing banks while forming new riparian lands and associated habitats. Continuation of the Sacramento River Advisory Council's efforts (SB 1086) to implement the creation of the Sacramento River Conservation Area will help protect or expand the existing meanderbelt and associated floodplain, thereby preserving or enhancing many of the ecological processes and habitats that support a diversity of plant, fish and wildlife species. In addition to the currently funded acquisition and restoration efforts, studies and/or demonstration projects could help address a number of concerns the SB 1086 program has identified which need to be investigated in order to further the establishment of the Conservation Area as described in the 1998 "Draft Sacramento River Conservation Area Handbook". Proposals should be related to problems and solutions addressed by the SB 1086 program, as described in the 1989 "Upper Sacramento River Fisheries and Riparian Habitat Management Plan" and 1998 Handbook.

American River. *Develop a corridor management plan.* The lower American River is a highly managed system with a history of planning for water management and flood control, but it lacks a comprehensive, broadly supported corridor management plan. A proposal to develop a corridor management plan for the lower American River that is consistent with water management and flood control plans would assist CALFED in determining what restoration actions to fund in this area.

Tuolumne River. *Develop a sediment management plan for the Tuolumne River that includes evaluating coarse and fine sediment transport and the need to augment gravel supplies, and is consistent with efforts to restore the Tuolumne River corridor.* The construction of dams and gravel mining in the active channel reduce the amount of gravel available to form important aquatic and riparian habitat. Since it is infeasible to reduce the effects of dams upon the sediment regime, it is critical to relocate instream gravel mining projects and evaluate the need and extent of gravel augmentation projects. Proposals should be for development of a sediment management plan and associated projects that are consistent with other ongoing restoration planning and projects on the Tuolumne River.

Local Watershed Stewardship

Background: CALFED recognizes the importance of watershed stewardship as a component of the Bay-Delta solution, and supports watershed projects that are community-based, with active local leadership and the participation of diverse

interests. The goal of the CALFED Watershed Program is to provide assistance, both financial and technical, for watershed activities relevant to achieving the mission and objectives of CALFED, and to help coordinate and integrate existing and future local watershed programs. The Watershed Program will facilitate the development of locally appropriate, community-based strategies to maintain and improve watershed conditions to achieve the objectives of CALFED.

Eligible Proposals: Proposals considered for funding are expected to address the objectives of the CALFED Watershed Program. Proposals could include watershed plan development, watershed assessment, implementation of practices to protect or enhance water quality, habitat restoration that benefits riparian or aquatic values, development or implementation of monitoring protocols, or other projects consistent with the elements identified in the Watershed Program. Proposals should be consistent with the Watershed Program Principles which require programs to:

- be community based,
- address multiple watershed issues,
- be coordinated with and supported at multiple levels,
- provide for ongoing implementation,
- include monitoring protocols, and
- increase learning awareness.

Activities may include developing local capacity for improved watershed management in diverse areas, providing technical assistance, identifying good management practices, providing assistance and training for monitoring programs, and supporting locally-developed education programs. Watershed projects are encouraged but not required to address the priority species (though they must address at least one of the goals discussed in Section 3.1). CALFED would like to encourage and support watershed stewardship throughout the ERP area.

Water Quality

Background: Adverse water quality may affect ecological habitats and species important to the Bay-Delta. Ecosystem restoration activities which maximize water quality benefits to ecological habitats and species while not adversely impacting other uses such as drinking water are supported by CALFED. Examples of adverse water quality conditions which are the subject for focused actions are: reductions in dissolved oxygen may block upstream migration of anadromous fish and may impact survivability of other resident species of aquatic organisms; selenium can bioaccumulate and can be highly toxic to aquatic life at relatively low concentrations; restoration of 100,000 acres of wetlands in the Delta may provide important organic constituents to support the food web but may generate source material which reacts with disinfectants to form harmful disinfection by-products in drinking water; salinity can cause local and seasonal environmental impacts to fish; unknown sources

of toxicity causes both toxic effects and mortality to aquatic life; and pesticide loads from runoff can impair aquatic life beneficial uses but the ecological significance or spatial and temporal extent of the impairment is unknown.

Eligible Proposals: Eligible proposals should reflect the goals of the Water Quality Program to provide good water quality for the ecosystem and other beneficial uses. Early implementation actions for the Water Quality Program are listed in the Revised Phase II Report, February 1999. A more detailed description of the actions are described in the Revised Water Quality Program Plan, February 1999, available on the CALFED website, www.calfed.ca.gov.

Focused Actions:

San Joaquin River Near the City of Stockton. *Evaluate sources of oxygen depleting substances being discharged to the San Joaquin River and their individual contributions to the dissolved oxygen impairment of the River.* Evaluation should include identifying the source(s), estimating the contribution to impairment, feasibility and cost of treatment or removal. Proposals should include coordination with representatives from agencies such as the City of Stockton, the Port of Stockton, other municipalities up-stream of Stockton, the Army Corps of Engineers, the Central Valley Regional Water Quality Control Board, the Department of Fish and Game, and the CALFED Water Quality Program. Several studies have already been conducted in the area and should not be duplicated. Proposals should explain their relationship to existing studies.

Sacramento-San Joaquin River Delta. *Characterize the quantity and quality of total organic carbon (TOC) loading and transformation associated with tidal and non-tidal wetlands, and assess impacts on the foodweb and drinking water quality.* Over 100,000 acres in the Delta may be converted to wetlands for ecosystem restoration. The nature and loads of carbon coming off different types of newly restored tidal wetlands need to be characterized to determine impacts to ecosystem and drinking water. Wetland management strategies need to be identified which can mitigate any impacts. The extent that TOC released from wetlands is altered and consumed by the microbial community and is photodecomposed needs to be addressed. It is desirable that assessments include comparing the quantity and quality of TOC generated from agricultural irrigation runoff to that generated from newly developed wetlands.

San Joaquin River, the Delta, and tributaries in the target area; western side of the San Joaquin Valley, known as the Westlands and Grasslands areas. *Evaluate the effectiveness of treatment systems to economically remove selenium from discharges to the San Joaquin River, Delta and tributaries.* Treatment systems could include, but are not limited to, membrane filtration, whole farm management systems, thin film evaporators, and solar evaporators. Emphasis should be placed on expanding upon existing work. The goal of the evaluations is to reduce selenium loads to the ecosystem, determine cost effective measures that farmers could implement, and

enhance long term productivity of the land. Proposals should include coordination with agencies and with drainage and irrigation districts that are studying various aspects of selenium problems in the area and explain the relationship to their respective work. Some of those agencies are the U.S. Department of Agriculture, the California Department of Food and Agriculture, the U.S. Environmental Protection Agency, the U.S. Department of the Interior (Fish and Wildlife Service and Geological Survey), the California Resources Agency (Departments of Fish and Game and Water Resources), the California Regional Water Quality Control Board, Central Valley Region, and individual drainage districts within the area.

Sacramento River, San Joaquin River, and the Delta. *Perform toxicity testing, identify toxic agents in toxic samples (e.g. Toxic Identification Evaluation), and develop toxicity testing methods using Delta species.* Review all forms of current toxicity to salmon, identifying what is known and unknown. All relevant toxics-related effects (e.g. developmental abnormalities, behavior changes, tissue growth, mortality) on salmon life stages, as well as toxicity to primary food organisms for salmon need to be considered. Review existing information on types, amounts, geographic distribution, and timing of delivery of toxic substances to which salmonoids may be exposed. Formulate options for addressing critical unknowns. Proposals should build upon and not duplicate the work of other investigators including the California Regional Water Quality Control Board, Central Valley Region, the Department of Fish and Game, individual watershed groups and testing programs (such as the Sacramento River Watershed Group and the Sacramento Coordinated Testing Program), and private environmental protection groups such as Delta-Keeper. Proposals should explain their relationship to existing studies.

San Joaquin River Corridor. *Determine and operate essential elements of a multi-parameter real-time water quality management program to reduce the intensity and duration of harmful water quality episodes.* The San Joaquin River Management Program Water Quality Subcommittee has demonstrated the feasibility of coordinating agricultural drainage discharges with wetland operations and reservoir operation, using real-time flow and salinity data and an input-output model of the San Joaquin River and tributaries.

A limited basis for organized water quality management now exists. The SJRMP Water Quality Subcommittee has installed a network of water quality stations and is using them to encourage water agencies better to manage water quality. With oversight and support from CALFED, there is an opportunity to expand real-time management to more nearly comprehensive adjustment of major water operations. This would lead toward control of water temperature extremes, help prevent dissolved oxygen sags, and help all parties regulate loads of toxic trace elements. This should also address opportunities to manage floodplain development and restore vegetation where it would intercept harmful sediment transport, extract excess nutrients and provide a substrate capable of metabolizing pesticides or contaminants in urban and agricultural runoff.

Proposals should coordinate with representative interest groups and address five component systems. 1) Expand existing data collection networks and sensors to provide more nearly complete water quality information including temperature, salinity, dissolved oxygen, and other components that are ascertainable in real time. 2) Develop communication systems connecting operating agencies to provide immediate exchanges of operating decisions. 3) Establish commitments from participating agencies to coordinate their operations toward a mutual goal of satisfactory water quality for all interests. 4) Develop a process for rapid analysis and feedback of the performance of the real-time operations. 5) Develop a plan to determine the cause of any failures to forecast and correctly to adjust water quality, and remedy the operations that contribute to avoidable problems.

Sacramento River, San Joaquin River, and the Delta. *Develop monitoring strategy to estimate pesticide use by watershed, both as reported to Department of Pesticide Regulation and unreported use.* Perform a literature review to estimate pesticide transport, fate, and effects. Perform tests to determine effects on relevant species for those identified pesticides not covered in the literature. Review existing monitoring data to determine which pesticides have been detected. Develop a methodology to rank, and perform ranking, by watershed, of pesticides for future monitoring. Determine if key pesticides such as diazinon and chlorpyrifos cause population level effects. Determine the impacts of pulses of pesticides, including the time required for populations to recover, and the effect of multiple pulses. Determine if changes in consumer populations result from change in food supply. Determine the factors affecting duration, frequency, and repetition of pesticide exposure to aquatic organisms. Determine the factors affecting the bioavailability of pesticides and identifying pesticides most likely to be affected by these factors. Determine additive or synergistic effects of co-occurring priority pesticides to aquatic organisms. Determine the effect of environmental conditions, including co-occurring contaminants, on the toxicity of priority pesticides to aquatic organisms. Summarize the findings of these efforts, including making recommendations on how to incorporate the most important of these elements into a surface water monitoring program.

Proposals should be coordinated with representatives from entities such as the Department of Pesticide Regulation (DPR), Regional Water Quality Control Board, Department of Fish and Game, US Geological Survey (USGS), US Environmental Protection Agency (EPA), pesticide manufacturers, pesticide users, environmental groups, and others as appropriate. Proposals should also be coordinated with other related research. Proposals should include a literature review to identify other efforts, including surveys of other researchers. Proposals should discuss how they supplement or complement other efforts. Proposals should discuss whether the work proposed relates to any legal requirement of the applicant or existing agency mandate.

Sacramento River, San Joaquin River, and the Delta. *Determine chronic toxicity to*

fish. Review and summarize existing chronic toxicity to priority fish species information. Identify resident fish suitable for chronic impairment testing in both laboratory and field studies. Develop tests to assess chronic effects, identify biomarker responses of exposure, growth, and reproductive health using laboratory-held fish exposed to contaminants. Determine impairment and establish links between contaminant exposure and impairment.

Sacramento River, San Joaquin River, and the Delta. *Improve access to Pesticide Use Report database.* The Department of Pesticide Regulation maintains a database of pesticide use in California called the Pesticide Use Report (PUR). It contains all agricultural and some non-agricultural applications. The DPR also maintains a database of all pesticide products currently (and previously) registered for use in California. Information on these databases is contained on the DPR website: www.cdpr.ca.gov/docs/dprdocs/userptng/purhtm.htm.

Proposals are being solicited to put the databases onto a data server and make them accessible over the Internet. Proposals should address the following tasks: investigate products available from ESRI, Autodesk, Intergraph, Maptitude, etc. to allow queries to the database to be made via the Internet and providing an analysis of suitability, effectiveness and cost; develop an Internet interface to the database using the selected product, develop querying ability by any one or more of the fields in the PUR and pesticide products databases by county or Unified Watershed Assessment watershed, by months or years, including multiple and combinations; present the results from the queries in text format, or standard spreadsheet and database formats, with user-defined data fields; produce thematic maps of the results. Proposals should be coordinated with representatives from Department of Pesticide Regulation (DPR), and others as appropriate. Proposals should discuss whether the work proposed relates to any legal requirement of the applicant or existing agency mandate.

Introduced Species

Background: Nonnative invasive species (NIS) have had a significant impact throughout the Bay-Delta ecosystem. Studies have revealed that a large number of exotic species dominate some habitats with number of species, number of individuals, biomass, and a high and acceleration rate of invasion. It is unclear which species are affecting the Bay-Delta and exactly how they are affecting the Bay-Delta ecology and to what extent they can be eradicated or controlled effectively.

The Fish and Wildlife Service is leading a Nonnative Invasive Species work team to develop, implement, manage, and coordinate a nonnative species program for CALFED. The objectives of that program are to develop a long-term Strategic Plan and Implementation Plan to manage non-native invasive species in the Bay-Delta estuary and its watersheds. The program will support prevention-oriented management and research projects to prevent or minimize additional invasive species

from being introduced, and control-oriented management and research projects to eradicate or manage invasive species once they have arrived. An additional, focused proposal solicitation package for NIS is expected to be issued later this spring, supplemental to this open solicitation. That package will encompass the additional NIS program implementation planning which will occur in February/March 1999.

Eligible Proposals: Proposals should be submitted for prevention, eradication, and control programs for introduced species which do not cause significant redirected impacts. Selected proposals will be consistent with recommendations of the Fish and Wildlife Service Non-Indigenous Species Program.

Improved Fish Management and Hatchery Operations

Background: Additional tools are needed to assist in the management and recovery of naturally spawning chinook salmon stocks and to help maintain viable commercial and recreational fisheries. Proposed actions to restore anadromous fish to former habitat areas need to be guided by genetic and ecological analyses. Objectives of these analyses would include ensuring the genetic diversity and demographic viability of founder populations, avoiding harm to source populations, and encouraging the development of sustainable ecological populations in restored habitats. Where hatchery supplementation is a component of the restoration activity, hatchery production should be conducted in ways that support the genetic and ecological restoration objectives. Operations of existing hatcheries (including stock origin, spawning protocols, size at release, release locations, release strategies, stock transfers, etc.) or supplementation facilities should be evaluated to determine if changes are needed to facilitate management and recovery of naturally spawning chinook salmon stocks. Evaluations of current methods of determining spawning run size, straying from non-natal streams, etc. are also needed.

Eligible Proposals: Proposals should be to develop methods to evaluate and manage commercial and recreational fisheries which help minimize impacts on sensitive stocks while maintaining ecologically acceptable harvest rates consistent with State and Federal recovery objectives. Methods developed could include refinements to ocean harvest or salmon life cycle models and additional genetic analyses to improve race discrimination in chinook salmon, address the effects of Central Valley state and federal hatchery operations on wild stocks and develop management plans for specific projects to reintroduce and maintain wild salmon populations in restored habitats. The methods developed could be used to establish ecologically acceptable harvest rates for commercial and sport salmon fisheries, consistent with ecosystem restoration, recovery and with a sustainable fishery goal (e.g., maximum allowable harvest impact on sensitive stocks such as winter-run and spring-run chinook salmon).

Proposals should identify ocean harvest opportunities which minimally impact stocks

of concern, either through improvement of existing harvest and life cycle models or development of new models. For example, the new hatchery facility on the Sacramento mainstem has begun producing larger tagged release groups of winter chinook larger than previously available, offering the opportunity to verify/improve the winter chinook ocean harvest model currently used to manage ocean harvest of the stock. Similar opportunities may become available for the Feather River Hatchery spring chinook stock. Identify time/areas/sectors of ocean harvest through genetic sampling which show minimal impacts to weak stocks. The Pacific Fishery Management Council has recently conducted genetically sampled "test fisheries." Proposals are solicited which would improve the design, organization and execution of such tests.

Focused Actions:

Central Valley Streams. *Develop biological and genetic management plans to address restoration and recolonization of streams in the Central Valley by chinook salmon and steelhead.* In many areas, such as Battle Creek and Clear Creek, physical restoration will allow chinook salmon and steelhead access to historic habitat. Prior to or concurrent with opening these streams to potential recolonization by salmon and steelhead, biological restoration or genetic conservation plans should be developed that addresses each potential chinook stock and steelhead. Elements to be considered in these plans include:

- stock- and species-specific guidelines for genetic conservation and management, including recommendations for minimizing effects of hatchery releases on naturally-spawned fish,
- long-term genetic monitoring plan,
- identification of appropriate source populations to provide an adequate number of founders to accelerate recolonization, while ensuring the viability of both source and founder populations,
- comprehensive adaptive management program for restoration of physical habitat and species,
- detailed operational plans and criteria for weirs and fish ladders,
- updated extinction modeling for winter-run chinook salmon and new modeling for other stocks, and
- protocols for describing the ecological baseline and changes in the aquatic ecological community as recolonization proceeds.

A mix of agency, stakeholder, and research scientists actively involved in conservation biology and genetic research and management should participate in development of these plans. In particular, representatives of the Sacramento River Winter-run Chinook Salmon Recovery Team and the Genetics Subcommittee of the Winter-run Chinook Salmon Captive Broodstock Program should be consulted in matters related to winter-run chinook.

General Bay-Delta. *Evaluate hatchery management and release operations to minimize threats to naturally spawning populations of anadromous fish.* Hatchery-produced fish may compete with or prey upon wild populations of anadromous fish. Artificially produced fish may be important in maintaining viable populations of species through critical events (e.g., scouring floods during early life history stages, warm water temperatures, poor ocean survival or productivity periods, etc.). Proposals should be for the development of an integrated statewide hatchery management strategy. This plan should be developed in cooperation with State and Federal personnel and stakeholders and should include an independent assessment of existing practices.

Central Valley Streams. *Develop a comprehensive implementation plan for a statistically designed marking and tagging program for chinook salmon produced at Central Valley facilities consistent with existing programs throughout the West Coast.* CALFED has previously funded a pilot tagging program, an evaluation of the potential for a statistically designed marking and tagging program, and an evaluation of the potential for implementation of selective fisheries. The pilot tagging program is to demonstrate the reliability of new equipment needed to efficiently coded-wire-tag and fin mark millions of juvenile chinook salmon each year. We are soliciting proposals to work with staff and managers from DFG, USFWS, EBMUD, CVPIA, the CALFED contractor for the earlier work, and all interested stakeholders to develop a comprehensive implementation plan for a statistically designed marking and tagging program. The plan would encompass tagging and marking, tagging logistics, release strategies, recovery (ocean, stream and hatchery), data handling, data analysis, data reporting, and annual cost estimates for each component. The plan can be phased by hatchery (i.e., start with one or two hatcheries) or including all hatcheries and phasing the numbers of fish to be tagged (i.e., if 25% of all fish were needed for a full constant fraction the first year could begin with 10 %, the second 15 %, etc.). Implementation of this program must be consistent with, and conducted in cooperation with, the CVPIA's Comprehensive Assessment and Monitoring Program. The anticipated implementation of a final statistically designed marking and tagging program could occur as early as Spring 2001.

Environmental Education

Background: Education programs are important to develop a broader understanding of natural resource conservation issues at the individual and community level. In particular, increased public understanding of the resource issues that lead to the development of the CALFED Bay-Delta program, will increase awareness of these issues and facilitate creative solutions to environmental problems. CALFED education programs may include support for programs for all age groups in rural and/or urban areas.

Eligible Proposals: Proposals should increase public awareness, knowledge, and

appreciation of natural resources and ecosystem restoration activities, foster active participation in conservation programs, or encourage individuals to wisely use natural resources. More specifically, education programs should focus on resource issues and activities that foster the goals of the CALFED Bay-Delta program. Where possible, education programs should work with existing educational resources and be coordinated with watershed stewardship groups and other local efforts.

IV. Preparing a
PSP

CHAPTER IV - PREPARING A PROPOSAL APPLICATION

4.1 Minimum Requirements for all Applicants

Proposals must be received by the CALFED office no later than **3:00p.m. on April 16, 1999**. Proposals received after this date and time will be returned unopened. Submit 10 complete hard copies, and one electronic copy of text and tables on a 3.5 disk in Wordperfect version 6.1 or higher to:

CALFED Bay-Delta Program Office,
1416 Ninth Street, Suite 1155
Sacramento CA, 95814

All proposals must meet the following requirements, where applicable. These minimum requirements should be budgeted into each proposal, as necessary. Some of the minimum requirements listed below pertain to issues that applicants must address in their proposals, as described in more detail in Section 4.3.

Consistent with ERP and Strategic Plan Objectives. All proposals must be consistent with the CALFED ERP objectives and the Strategic Plan for Ecosystem Restoration. The ERP is a long-term ecosystem restoration program plan that will be implemented in phases over several decades. A copy of the ERP is contained as an Appendix to the Draft Programmatic EIS/EIR. Copies of the ERP and Strategic Plan for Ecosystem Restoration may be obtained by contacting the CALFED Bay-Delta Program at (916) 657-2666, or by visiting the CALFED website at: <http://calfed.ca.gov>. Proposals must specify the ERP strategic objective and target(s) that the project addresses. Proposals must include specific page references from January 1999 version of ERP Volume I and II.

Does Not Prejudice the Ultimate Decision on the CALFED Long-term Program. CALFED is currently evaluating alternatives as part of the Programmatic EIS/EIR process. Proposals are not eligible for funding if they limit the choice of a reasonable range of alternatives, affect the selection of alternatives, or affect the selection of the preferred alternative. If applicants are interested in understanding if their proposal may conflict with any of the alternatives, they may obtain a copy of the Draft Programmatic EIS/EIR by calling the CALFED Bay-Delta Program at (916) 657-2666 and requesting a copy, or by visiting the CALFED web site at: <http://calfed.ca.gov>. This document is also available at some local libraries. 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. CALFED staff will review proposals to identify potential conflicts between the proposals and the CALFED alternatives.

Notification of Local Government and Public Involvement. Notification and coordination with local entities is important to the success of any proposal. Applicants should indicate the level of public involvement and support for the proposed project. Local governments have expressed an interest in being informed of project applications in their respective counties. All applicants must provide a copy of a letter notifying the local County Board of Supervisors and County Planning Department of their intent to submit a proposal for a project located in their county. As applicable, applicant will also notify either the Delta Protection Commission or the Bay Area Conservation and Development Commission. CALFED will notify the affected counties of the proposals being considered for funding after the close of the confidentiality period.

Delta Protection Commission
14215 River Road
P.O. Box 530
Walnut Grove, California 95690
(916) 776-2290

Bay Conservation and Development Commission
30 Van Ness Avenue, Room 2011
San Francisco, California 94102
(415) 557-3686

Involves Only Willing Sellers or Landowners. Proposals that involve actions on private or public lands must provide satisfactory evidence that the landowner is a willing participant in the action. Acquisitions will occur only on a willing-seller basis and no land will be acquired through condemnation. Projects proposed on private property or which require access of private property owned by someone other than the applicant must include written permission from the property owner

Limitations on Funding. Proposals cannot use funds to replace existing funding sources for on-going programs, for political advocacy, or for an applicant's litigation costs. Public agencies and local governments may not use funds to support existing agency requirements or mandates. Proposals that include projects or programs that are regulatory conditions or mitigation requirements for a prior project will be evaluated on a case-by-case basis.

Cost Sharing. It is anticipated that many proposals will contain provisions for cost sharing. If cost sharing is anticipated, but the sources have not yet committed the funding, then the proposal should indicate the status and timing of the anticipated commitment. Cost sharing commitments must be completed prior to signing of the contract. If an applicant fails to secure the cost share funds identified in the proposal, and as a result has insufficient funds to complete the project, the contracting agency has the option to amend or terminate the award.

4.2 Additional Requirements for Successful Proposals

Successful applicants will be expected to comply with the additional following requirements. These requirements should be budgeted into each proposal, as necessary. Some of the requirements listed below pertain to issues that applicants must address in their proposals, as described in more detail in Section 4.3.

Work Commences Only When Funding Agreement Signed by Agency.

Applicants with successful proposals should not commence work on their projects until a funding agreement is signed by the appropriate agency. Work performed by successful applicants prior to execution of a funding agreement is done at the applicant's own risk. Successful applicants should not expect reimbursement of monies spent prior to the signing of a funding agreement. Due to their complexity, the development of funding agreements may take considerable time.

Complies with Applicable Laws and Regulations. All proposals must comply with applicable laws and regulations, including the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other environmental permitting requirements. Proposals may include in their budgets the funding necessary for compliance with legal and regulatory requirements, as described in Section 4.3. Recipients will be required to submit copies of NEPA/CEQA and other environmental compliance and permitting documents upon their completion.

Public Outreach and Local Involvement. Project applications should be developed with support of local groups and participation of affected parties. Successful applicants will be required to prepare a plan which indicates how the public, adjoining property owners and local governments will be informed or be allowed to participate in the project planning and development. Specifically the plan should include:

- The process and timing for notification of adjacent property owners.
- The process and timing for notification of local government.
- The process and timing for coordination with existing watershed groups or local conservancies.
- The process and timing for notification and involvement of the general public.

Project Monitoring/Data Collection and Analysis. Successful applicants will be required to submit and comply with a Project Monitoring/Methods Plan, in order to show progress toward the intended ecological/biological objectives and to provide

input to the adaptive management process of the CALFED program. The term monitoring is not restricted to pure restoration implementation activities, but includes all data collection projects such as with planning, research and education projects. While the emphasis of the monitoring methods plan is demonstration of local project effectiveness, the data collected will be used to evaluate system level progress.

The level of detail to be contained within the monitoring plan submitted during the proposed project will depend on the nature and status of the project, but all projects will need to provide monitoring information. The plan needs to be developed prior to any data collection, including pre-project field work. The plan may be tentative in the early stages, dependent on early field surveys and evaluations. A feasibility study would present more general statements on methodology. As final designs are developed, so too would the project develop and present final details of the monitoring/data collection and analysis methodology. If existing data has or is going to be utilized, then summary/references are appropriate.

The successful applicant shall submit, at a minimum, annual monitoring reports presenting findings and addressing progress of the project toward the ecological and biological objectives. Data will be submitted in hard copy and in a specified electronic format, in a relational data base system compatible with MS Access. CALFED staff will work with successful proponents to ensure consistency of nomenclature and units.

Project Presentations. Successful applicants may be required to make oral presentations at annual review meetings. The purpose of the meetings will be to present project status, discuss working hypotheses and project data testing the hypotheses, discuss how projects are contributing to improved ecosystem health, and to share information among all the CALFED contract recipients.

Quarterly Reporting. Successful applicants will be required to submit quarterly reports due by the 10th day of the month following the end of each quarter. The information required to describe the financial status of the project includes: the amount invoiced to the contracting agency, the amount invoiced to cost share partners, a description of activities performed during the quarter, the percentage of each task completed, the deliverables produced, problems and delays encountered, and a description of any amendments or modifications to the contract. A sample quarterly report is included as Attachment C.

Final Reporting. Successful applicants are required to submit a final report at the end of their project.

4.3 Proposal Format and Content

The following format and, as applicable, content requirements should be adhered to in order for proposals to be considered responsive to this PSP. Other information should be provided if the applicant believes it is necessary to address the evaluation criteria shown in Section 2.6. Page limitations for each section are shown and should not be exceeded. The proposal should be no more than 18 pages (not including the Title Page). Brief, concise yet thorough proposals under the page limitations are encouraged. The proposal submittal should 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. Text and tables shall also be submitted electronically on a 3.5 disk in Wordperfect version 6.1 or higher. Submit maps, figures and/or photos as necessary to describe the complete context of the proposal. The maps, figures, and/or photos may be submitted in color but as a minimum are required to be reproducible via a black & white copier. The proposals should be stapled on the upper left hand corner. Proposals should include, as a minimum, the following information:

Cover sheet . Sec Section 4.5 (2 pages)

Title Page. (1 page)

Title of Project
Name, address, phone, FAX, e-mail of primary contact
Participants and collaborators
Type of Organization and Tax Status
Tax Identification Number and/or Contractor's license type and number, as applicable

Executive Summary. (no more than 2 pages)

Briefly describe the project. Include information on the size (number of acres, miles of river, etc.) and location, primary biological/ecological objectives, cost, adverse and third party impacts, applicant qualifications, monitoring and data evaluation, local support/coordination with other programs and compatibility with CALFED objectives.

Project Description. (no more than 3 pages not including maps and/or figures)

Proposed Scope of Work. Describe the project. Describe the project approach, including sampling or analytical procedures, construction methods and /or materials, equipment and facilities. Identify specific tasks, deliverables and phases for the project. Provide the schedule for each of these tasks and for the overall project. Please identify project management as an independent task. Clearly identify which tasks are

considered to be inseparable if only a portion of the project were to be funded.

Location and/or Geographic Boundaries of the Project. Identify the county (ies) where the project is located. Identify which watersheds are included. Provide either an original or good quality copy USGS quad map (1:24,000, 1:100,000 or 1:250,000 depending on the scale of the project) showing an outline of the project or a project footprint or boundary with digital geographic coordinates that can be entered into a geographic information system.

Ecological/Biological Benefits. (no more than 3 pages)

Ecological/Biological Objectives. Provide the primary ecological/biological objectives for the project. Discuss the need for the project and a comparison of proposed approach with alternative and other similar approaches to achieve comparable objective(s). Summarize the basis for expected benefit(s). Identify the primary stressors, species, and/or habitats 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.

Identify the scientific hypothesis/question to be evaluated through the project. For example, for a fish passage project whose objective is to enhance migration and use of upstream habitat, it may be hypothesized that to reduce migration delays (which would increase early spawning), a new fish ladder is needed. The ladder would be used to improve access and thus enhance spawning success for the population.

Discuss nature of and basis for durability of the benefit(s) resulting from implementation of the proposed project. Indicate why the project will be self sustaining. Identify how the project implements an ecosystem-based approach and follows an adaptive management framework.

Linkages. Explain the relationship to past and future projects. Explain how this project relates to other previously funded projects, or to previously funded phases of this project. This includes CVPIA funding, CALFED funding, and other funding sources. Summarize the current status of the project and the progress and accomplishments of previous phases if applicable.

Indicate the linkage to other future ERP actions and goals. Specify the ERP strategic objective and target (s) that the project addresses. Include page numbers from the January 1999 version of ERP, Volumes I and II.

Explain how the project will help CALFED with its overall objectives.

Explain how the project relates to any existing legal obligations or agency mandates.

System-Wide Ecosystem Benefits. Identify any synergistic, system-wide ecosystem benefits. How does the proposal complement projects or programs in other areas or within the watershed? Examples of proposals with synergistic, system-wide ecosystem benefits might include a fish passage project on a stream that opened up habitat in the upper watershed, and a second proposal to develop a watershed plan and implement restoration activities that would benefit the fish.

Compatibility with Non-Ecosystem Objectives. Explain whether the project provides benefits for, or conflicts with, other CALFED objectives including water quality, water supply reliability, and levee system integrity and other CALFED Programs including Water Use Efficiency, Water Transfers and Watershed Management. For example, a project with additional benefits to non-ecosystem objectives would be a levee setback proposal that provides floodplain habitats, but also provides improved levee system integrity and non structural flood control benefits.

Identify potential benefits to third parties.

Technical Feasibility and Timing (no more than 1 page)

Briefly explain other alternatives that were evaluated and why they were not selected.

Identify CEQA, NEPA, and other environmental compliance documents that have or will be prepared for the project. Explain what permits or agreements need to be in place to proceed with any of the tasks described above under Scope of Work. Explain the current status of each permit or agreement. Explain any other constraints that could impact the schedule and implementability of the project such as zoning regulations or county planning ordinances.

Identify the nature and approach to resolving other outstanding implementation issues.

Monitoring and Data Collection Methodology. (no more than 1 page not including table)

Monitoring and data collection is intended to clarify and link the project objectives with proponents' hypotheses/questions and with the specific

methodologies to be used to collect and analyze data. The monitoring plans will generally need to include the following items:

Biological/ Ecological Objectives. Include the primary biological/ ecological objectives, questions to be answered, hypotheses, assumptions, conceptual framework/models, etc. As necessary, explain rationale and elaborate on important issues and/or limitations of the proposed approach, as compared to alternative approaches. Indicate if monitoring will be performed in this phase or in subsequent phases of the project.

Monitoring Parameters and Data Collection Approach. Include duration, frequency, type of equipment, personnel, constituents, locations, etc; provide references or copies of protocols being followed. Discuss how this monitoring effort will be coordinated or integrated with other monitoring programs.

Data Evaluation Approach. Include number and type of samples, handling, preservation, storage, analytical techniques, data synthesis and analysis; provide references or copies of protocols being followed.

Include report frequency, content and format; evaluation approach, metadata, data management and format; etc. Explain how data has been used or is intended to be used, and evaluate existing data sources to support implementation /monitoring of the project. Explain how peer review will be used in the monitoring and data evaluation process.

Provide, in summary format, the information in Table 2 below for each objective and related hypotheses/questions to be answered.

Table 2. Monitoring and Data Collection Information

| I) Biological/Ecological Objectives | | | |
|--------------------------------------|--|--------------------------|-------------------------|
| Hypothesis/ Question to be Evaluated | Monitoring Parameter(s) and Data Collection Approach | Data Evaluation Approach | Comments/ Data Priority |
| | | | |
| | | | |
| | | | |

Local Involvement (no more than 1 page)

Describe who at the county has been notified in writing of the project and attach a copy of the notification letter. Applicants are encouraged to coordinate with county and local governments prior to submitting a proposal.

Identify which local groups including environmental groups, conservancies and CRMPs, landowner groups, or other interested organizations are aware of the project and their level of support or opposition.

Identify which adjacent or affected landowners, facility owners, facility operators or other affected parties are aware of the project and if they are supportive or opposed.

Describe a plan for public outreach to the groups listed above or to others who may be affected by the project.

Provide written permission for property use or access if applicable.

Identify any potential third party impacts.

Cost (no more than 1 page not including tables)

Budget. Identify the total budgeted costs requested from CALFED for each task listed in the Scope of Work broken down in the categories in Table 3. Include subtasks, if needed.

Table 3. Sample Total Budget (CALFED funds only)

| Task | Direct Labor Hours | Direct Salary and Benefits | Service Contracts | Material and Acquisition Costs | Miscellaneous and other Direct Costs | Overhead and Indirect Costs | Total Cost |
|-------------------------|--------------------|----------------------------|-------------------|--------------------------------|--------------------------------------|-----------------------------|------------|
| Task 1 | | | | | | | |
| Task 2 | | | | | | | |
| Project Management Task | | | | | | | |

Identify the budget for each task on a quarterly basis using the format in Table 4. Quarters are October-December, January-March, April-June, and July-September.

Table 4. Sample Quarterly Budget

| Task | Quarterly Budget Oct-Dec 99 | Quarterly Budget Jan-Mar 00 | Quarterly Budget Apr-Jun 00 | Quarterly Budget Jul-Sep 00 | Quarterly Budget Oct-Dec 00 | Total Budget |
|-----------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------|
| Task 1 | | | | | | |
| Task 2... | | | | | | |
| Total | | | | | | |

The Project Management Task description should describe the specific costs associated with insuring accomplishment of a specific project, such as inspection of work in progress, validation of costs, preparation of periodic reporting requirements, response to project specific questions and necessary costs directly associated with specific project oversight.

For overhead and indirect costs which exceed 25% of direct salary and benefits, provide a brief explanation of how it is calculated and what is included. Overhead should include costs associated with general office requirements such as rent, phones, furniture, general office staff, etc., normally distributed by a predetermined percentage (or surcharge) to specific other costs (often direct labor costs). If overhead and indirect costs are different for State and Federal funds, please provide both State and Federal rates. Agencies should include any internal agency costs associated with management of project funds.

Schedule. 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. Identify the potential to incrementally fund/implement the proposed scope of work.

Cost-Sharing (no more than 1 page)

Identify other funding commitments, what the status of these commitments are (tentative approval, contract, etc.), source, and any cost-sharing requirements.

Applicant Qualifications. (no more than 2 pages, not 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 (note: it is not necessary to provide letters of reference for similar projects). Disclose and discuss any potential conflicts of interest.

If the applicant is an entity or organization, the applicant's signature on the cover sheet (Section 4.5) certifies that the individual signing the application is authorized to do so on behalf of the organization or entity.

4.4 Compliance with Standard Terms and Conditions

Applicants will be required to comply with standard terms as described in Attachments D and E. Attachment D includes standard terms for projects funded by the State. Attachment E includes standard forms for projects funded by the Federal government (Department of Interior).

Terms and conditions may vary depending on the type of applicant and the type of project. Contract administration may be performed by CALFED, a CALFED member agency, or the National Fish and Wildlife Foundation (NFWF), depending on the type of applicant and type of project. All applicants will be required to submit both State and Federal forms.

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

4.5 PSP Cover Sheet (Attach to the front of each proposal)

Proposal Title: _____
Applicant Name: _____
Mailing Address: _____
Telephone: _____
Fax: _____
Email: _____

Amount of funding requested: \$ _____ for _____ years

Indicate the Topic for which you are applying (check only one box).

- | | |
|--|---|
| <input type="checkbox"/> Fish Passage/Fish Screens | <input type="checkbox"/> Introduced Species |
| <input type="checkbox"/> Habitat Restoration | <input type="checkbox"/> Fish Management/Hatchery |
| <input type="checkbox"/> Local Watershed Stewardship | <input type="checkbox"/> Environmental Education |
| <input type="checkbox"/> Water Quality | |

Does the proposal address a specified Focused Action? ____ yes ____ no

What county or counties is the project located in? _____

Indicate the geographic area of your proposal (check only one box):

- | | |
|---|---|
| <input type="checkbox"/> Sacramento River Mainstem | <input type="checkbox"/> East Side Trib: _____ |
| <input type="checkbox"/> Sacramento Trib: _____ | <input type="checkbox"/> Suisun Marsh and Bay |
| <input type="checkbox"/> San Joaquin River Mainstem | <input type="checkbox"/> North Bay/South Bay: _____ |
| <input type="checkbox"/> San Joaquin Trib: _____ | <input type="checkbox"/> Landscape (entire Bay-Delta watershed) |
| <input type="checkbox"/> Delta: _____ | <input type="checkbox"/> Other: _____ |

Indicate the primary species which the proposal addresses (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> San Joaquin and East-side Delta tributaries fall-run chinook salmon | |
| <input type="checkbox"/> Winter-run chinook salmon | <input type="checkbox"/> Spring-run chinook salmon |
| <input type="checkbox"/> Late-fall run chinook salmon | <input type="checkbox"/> Fall-run chinook salmon |
| <input type="checkbox"/> Delta smelt | <input type="checkbox"/> Longfin smelt |
| <input type="checkbox"/> Splittail | <input type="checkbox"/> Steelhead trout |
| <input type="checkbox"/> Green sturgeon | <input type="checkbox"/> Striped bass |
| <input type="checkbox"/> Migratory birds | <input type="checkbox"/> All chinook species |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> All anadromous salmonids |

Specify the ERP strategic objective and target (s) that the project addresses. Include page numbers from January 1999 version of ERP Volume I and II:

Indicate the type of applicant (check only one box):

- | | |
|--|---|
| <input type="checkbox"/> State agency | <input type="checkbox"/> Federal agency |
| <input type="checkbox"/> Public/Non-profit joint venture | <input type="checkbox"/> Non-profit |
| <input type="checkbox"/> Local government/district | <input type="checkbox"/> Private party |
| <input type="checkbox"/> University | <input type="checkbox"/> Other: _____ |

Indicate the type of project (check only one box):

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Planning | <input type="checkbox"/> Implementation |
| <input type="checkbox"/> Monitoring | <input type="checkbox"/> Education |
| <input type="checkbox"/> Research | |

By signing below, the applicant declares the following:

- 1.) The truthfulness of all representations in their proposal;
- 2.) The individual signing the form is entitled to submit the application on behalf of the applicant (if the applicant is an entity or organization); and
- 3.) The person submitting the application has read and understood the conflict of interest and confidentiality discussion in the PSP (Section 2.4) and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent as provided in the Section.

Printed name of applicant

Signature of applicant

4.6 Proposal Completion Checklist

Once the applicant has prepared a proposal, CALFED staff suggest reviewing the following checklist to ensure that the proposal meets the requirements of this solicitation package and can be clearly understood by the technical review panels.

- Has the standard cover sheet (Section 4.5) been completed and attached to the front of the proposal? Is it signed?
- Have the page limitations for each section of the proposal been adhered to?
- Have the Minimum Requirements (Section 4.1) been addressed?
- Has local involvement been described and a copy of notification of the county included?
- Did you fill out the contract forms (Appendix D and E)?
- Is the hypothesis/question to be addressed by the proposal described clearly?
- Are the objectives of the proposal described clearly?
- Does the proposal show a clear link to the CALFED priority species and habitats?
- Does the proposal describe how the project meets ERP objectives and Strategic Plan goals?
- Does the proposal describe linkages to previously funded projects or previous phases?
- Does the proposal clearly lay out tasks, products, and timelines?
- Is the monitoring section clear and complete and address the hypothesis for the project?
- Does the proposal contain a budget for each task?

**Attachment B
List of Acronyms**

| | |
|--------------|--|
| ACOE | U.S. Army Corps of Engineers |
| BDAC | Bay Delta Advisory Council |
| BOR | U.S. Bureau of Reclamation |
| CEQA | California Environmental Quality Act |
| CESA | California Endangered Species Act |
| CRMP | Coordinated Resources Management Plan |
| CVPIA | Central Valley Project Improvement Act |
| DFG | California Department of Fish & Game |
| DPR | Department of Pesticide Regulations |
| DWR | Department of Water Resources |
| EIR | Environmental Impact Report |
| EIS | Environmental Impact Statement |
| EPA | U.S. Environmental Protection Agency |
| ERP | Ecosystem Restoration Program |
| ESA | Endangered Species Act (Federal) |
| FERC | Federal Energy Regulatory Commission |
| FWS | U.S. Fish and Wildlife Service |
| NEPA | National Environmental Policy Act |
| NFWF | National Fish & Wildlife Foundation |
| NIS | Nonnative Invasive Species |
| NMFS | National Marine Fisheries Service |
| NRCS | National Resource Conservation Service |
| PFMC | Pacific Fisheries Management Council |
| PSP | Proposal Solicitation Package |
| SWRCB | State Water Resources Control Board |
| TOC | Total Organic Carbon |
| USDA | U.S. Department of Agriculture |
| USGS | U.S. Geological Survey |

Title
 Applicant:
 CALFED Project Number:

Budget year: 1999
 Statement Quarter: 1

Total Estimated Cost of Phase I: \$500,000
 Funding from Federal Bay-Delta Account 500,000
 Any other Funding 0

(In-Kind Services would be listed here if applicable- note: Detail of the service provide would be included.)

Phase I schedule 1 year
 1 year
 Total Project Estimated Completion Date: 2 years

| | PHASE I (Quarterly Budget) | | | | PHASE I (FY '99 Budget) | | | PHASE I (Three Year Budget) | | | | |
|-----------------------------------|-------------------------------|------------------------|------------|----|----------------------------|------------------------|----------------------|--------------------------------|------------|-------------------------|------------------------|----|
| | Budget | Accrued expenditure | Variance | ** | Budget | Accrued expenditure | Remaining Balance | ** | Budget | Accrued Expenditures | Balance to Complete | ** |
| Task 1: | \$0 | \$0 | \$0 | 1 | \$0 | \$0 | \$0 | | \$0 | \$0 | \$0 | |
| Schedule: FY '99 through FY '00 | | | | | | | | | | | | |
| Percent Work Complete for Task 1: | | | | | | | | | | | | |
| 1a | | | | | | | | | | | | |
| 1b | | | | | | | | | | | | |
| 1c | | | | | | | | | | | | |
| 1d | | | | | | | | | | | | |
| 1e | | | | | | | | | | | | |
| Task 2: | \$0 | \$0 | \$0 | 2 | \$0 | \$0 | \$0 | | \$0 | \$0 | \$0 | |
| Schedule: FY '99 through FY '00 | | | | | | | | | | | | |
| Percent Work Complete for Task 2: | | | | | | | | | | | | |
| 2a | | | | | | | | | | | | |
| 2b | | | | | | | | | | | | |
| 2c | | | | | | | | | | | | |
| 2d | | | | | | | | | | | | |
| 2e | | | | | | | | | | | | |
| Task 3: | \$0 | \$0 | \$0 | | \$0 | \$0 | \$0 | | \$0 | \$0 | \$0 | |
| Schedule: FY '99 through FY '00 | | | | | | | | | | | | |
| Percent Work Complete for Task 3: | | | | | | | | | | | | |
| 3a | | | | | | | | | | | | |
| Phase I Total: | \$0 | \$0 | \$0 | | \$0 | \$0 | \$0 | | \$0 | \$0 | \$0 | |

We budget to the Sub-task level only if they are active during the Quarter in question. If a SUBTASK is complete, the SUBTASK cost rolls-up into the Task level.

** Please explain significant variance.

** Explanation of Variance in Budget :

- 1
- 2

Attachment C
 Quarterly Report Format

1-000251

1-000251

Attachment D
Terms and Conditions for State (CALFED) Funds

This section provides contract terms and conditions applicable to contracts issued under State (CALFED) funds. The specific terms and conditions may vary, depending on the applicant category (State entities, Federal and other public entities, non-profit organizations, and private entities), and the type of project (Public Works/Construction or Services), as identified in Table D-1. Specific documents that should be submitted with the proposal are shown in Table D-1.

The general terms and conditions which will apply to Category III contracts funded with Proposition 204 funding are provided below.

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 the Department of General Services.
2. **Payment Schedule:** No funds will be disbursed by State or National Fish and Wildlife Foundation (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 within 30 days of receipt of invoice by CALFED.
3. **Budget Variances:** Variances which exceed ten percent of a project task's approved budgeted amount should have approval in advance, with written explanations of programmatic changes to cover such variances but must 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 or NFWF, unless the subcontract was included and approved as part of the main proposal. Any amendments to subcontract must be approved by the State or NFWF. In obtaining subcontracts, contractor must obtain at least 3 competitive bids for all subcontracted work, or comply with the provisions of Government Code Section 4525 et seq., if applicable, or submit written justification for and obtain the State's or NFWF's approval of non-compliance with these requirements.
5. **Substitution:** Should the State or NFWF be dissatisfied with the work of subcontractors or employees of the contractor, the State or NFWF may require the contractor to substitute different qualified subcontractors or employees. The State or 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 or NFWF, CALFED, and all cost sharing partners for their financial support. Use of draft data requires pre-approval by State or 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. Indemnification: The Contractor agrees to indemnify, defend and hold harmless the CALFED agencies, the State of California, the Resources Agency, Department of Water Resources, and National Fish and Wildlife Foundation and their officers, agents and employees from any and all claims and losses accruing or resulting to any or all contractors, subcontractors, material persons, 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. Independent Status: The Contractor, and the officers, 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, CALFED Agencies, the Resources Agency, or Department of Water Resources.

11. Termination Clause: The State or 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 or 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. Assignment: Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

13. Integration Clause: 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 or NFWF and CALFED.

14. Consideration: 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.

15. Dispute Resolution: 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, within thirty days of its accrual, CALFED and Contractor shall then attempt to negotiate a resolution of claim and process an amendment to this agreement to implement the terms of any such resolution.

16. Time is of the essence in this agreement.

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

| Item ² | Standard Clauses and Proposal Requirements ³ | Services, Consulting, Preconstruction, Research ¹ | | | | | Public Works, Construction ¹ | | | | |
|-------------------|---|--|---------|--------|------------|---------|---|---------|--------|------------|---------|
| | | State | Federal | Public | Non-profit | Private | State | Federal | Public | Non-profit | Private |
| 4100 | Contracts With Public Entities | | | C | | | | | C | | |
| 4099 | Service & Consultant Service Contracts with Nonpublic Entity | | | | C | C | | | | C | C |
| 4099a | Additional Standard Clauses | | C | C | C | C | | C | C | C | C |
| 4187 | Interagency Agreements | C | | | | | C | | | | |
| 4247 | Contracts with United States | | C | | | | | C | | | |
| 4197 | General Conditions for Public Works Contracts | | | | | | | | C | C | C |
| 4196 | Insurance Requirements | | | | | | | | C | C | C |
| 18 | Nondiscrimination Construction Contract Specifications | | | | | | | | C | C | C |
| 4021 | Bidders Bond or other Security (if contract value > \$107,000) ⁴ | | | | | | | | | P | P |
| 19 | Nondiscrimination Compliance | | | | P | P | | | | P | P |
| 807 | Payment Bond | | | | | | | | C | C | C |
| 156 | Performance Bond | | | | | | | | C | C | C |
| 4206 | Non Collusion Affidavit | | | | | | | | P | P | P |
| 4186 | Small Business Preference | | | | P | P | | | | P | P |
| n/a | Proof of Contractor's License | | | | | | | | | P | P |
| n/a | Certificate of Insurance | | | | | | | | C | C | C |

Legend: P = Submitted with Proposal.
 C = Submitted or compliance required before or at time of final contract.

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¹State: State of California agencies, including State (California) Universities. Federal: Federal agencies. Public: Public entities, such as city, county, other local government entities, resource conservation districts, and out-of-state public universities. Non-profits must also be registered with Department of General Services.

²Item numbering refers to documents following this table.

³All contract terms and standard clauses apply to any subcontracts made by Contractor.

⁴Types of security include cashiers check, cash, certified check, or bidder's bond in an amount equal to 10 percent of the proposal amount.

**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.

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 through the State's normal budget process.

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: _____.

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.

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.

**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.

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.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

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: _____

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 the purpose of determining compliance with Public Contract Code Section 10115 et seq. 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.

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.

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 _____

ADDITIONAL STANDARD CLAUSES

Recycled Materials. Contractor hereby certifies under penalty of perjury that ____ (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act. For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**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 through the State's normal budget process.

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.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant" For purposes of this Agreement, a good or service is year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

STANDARD CLAUSES - CONTRACTS WITH THE UNITED STATES

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. This provision shall apply to the extent provided by federal laws, rules and regulations.

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 Director, Department of Water Resources, 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. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

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 through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, 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: _____

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.

**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.

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 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.

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**

Contractor shall furnish to the State a certificate of insurance stating that here 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, its officers, agents, employees, and servants are included as additional insured, but only in so far as the operation under this contract are concerned.

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.

Insurance certificates must have an original signature.

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

STD. 18 (REV. 1-95) *AK*

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**" means 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 in 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 Relations.
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.

(Continue on reverse)

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**STD. 18 (REV. 1-95) (REVERSE) **MC**

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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 Department of Water 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 Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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 ____.

_____ [Seal]

_____ [Seal]

_____ [Seal]

Principal

_____ [Seal]

_____ [Seal]

_____ [Seal]

Surety

Address _____

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

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (REV. 3-95) FMC

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

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

BOND NO. _____

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 / PRINCIPLE)

_____ as Principle, a contract for the work described as follows:

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

NOW THEREFORE, Principle and _____, a corporation organized under the laws of _____ (SURETY), 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 Principle 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 Principle 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 insure to the benefit of any 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 attorney 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 cancelled by the Surety in accordance with the provisions of Section 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)

PERFORMANCE BOND TO ACCOMPANY CONTRACT

WHEREAS, The State of California acting by and through the

_____, has awarded
(insert name of the Department awarding the contract)

to _____,

as principal hereinafter designated as the "Contractor," a contract for

AND WHEREAS, The Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of _____ dollars

(\$ _____), to be paid to the said State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, his or its heirs, executors and administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this _____ day of _____, 19 _____.

[Seal]

Contractor [Seal]

[Seal]

Name of Surety [Seal]

[Seal] By _____ [Seal]
Attorney-in-Fact

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

**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.

Attachment E
Terms and Conditions for Federal (Department of Interior) Funds

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -
Primary Covered Transactions**

CHECK__IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions**

CHECK__IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
March 1995
(This form consolidates DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK__ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check__ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK__ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

*CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

| | | | |
|--|-------------|---|------------------------------|
| 1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction | | 2. DATE SUBMITTED | Applicant Identifier |
| | | 3. DATE RECEIVED BY STATE | State Application Identifier |
| | | 4. DATE RECEIVED BY FEDERAL AGENCY | Federal Identifier |
| 5. APPLICANT INFORMATION | | | |
| Legal Name: | | Organizational Unit: | |
| Address (give city, county, State, and zip code): | | Name and telephone number of person to be contacted on matters involving this application (give area code) | |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="text"/> <input type="text"/> - <input type="text"/> | | 7. TYPE OF APPLICANT: (enter appropriate letter in box) <input type="checkbox"/> A. State <input type="checkbox"/> B. County <input type="checkbox"/> C. Municipal <input type="checkbox"/> D. Township <input type="checkbox"/> E. Interstate <input type="checkbox"/> F. Intermunicipal <input type="checkbox"/> G. Special District <input type="checkbox"/> H. Independent School Dist. <input type="checkbox"/> I. State Controlled Institution of Higher Learning <input type="checkbox"/> J. Private University <input type="checkbox"/> K. Indian Tribe <input type="checkbox"/> L. Individual <input type="checkbox"/> M. Profit Organization <input type="checkbox"/> N. Other (Specify) _____ | |
| 8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) <input type="text"/> <input type="text"/> A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration Other(specify): _____ | | 9. NAME OF FEDERAL AGENCY: | |
| 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> | | 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: | |
| 12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): TITLE: _____ | | | |
| 13. PROPOSED PROJECT | | 14. CONGRESSIONAL DISTRICTS OF: | |
| Start Date | Ending Date | a. Applicant | b. Project |
| 15. ESTIMATED FUNDING: | | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? | |
| a. Federal | \$.00 | a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW | |
| b. Applicant | \$.00 | | |
| c. State | \$.00 | | |
| d. Local | \$.00 | | |
| e. Other | \$.00 | | |
| f. Program Income | \$.00 | | |
| g. TOTAL | \$.00 | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? | |
| | | <input type="checkbox"/> Yes If "Yes," attach an explanation. <input type="checkbox"/> No | |
| 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED. | | | |
| a. Type Name of Authorized Representative | | b. Title | c. Telephone Number |
| d. Signature of Authorized Representative | | e. Date Signed | |

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Standard Form 424 (Rev. 7-97)
 Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required facesheet for preapplications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

- | Item: | Entry: | Item: | Entry: |
|-------|---|-------|--|
| 1. | Self-explanatory. | 12. | List only the largest political entities affected (e.g., State, counties, cities). |
| 2. | Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable). | 13. | Self-explanatory. |
| 3. | State use only (if applicable). | 14. | List the applicant's Congressional District and any District(s) affected by the program or project. |
| 4. | If this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank. | 15. | Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate <i>only</i> the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15. |
| 5. | Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of the applicant, and name and telephone number of the person to contact on matters related to this application. | 16. | Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. |
| 6. | Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service. | 17. | This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. |
| 7. | Enter the appropriate letter in the space provided. | 18. | To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.) |
| 8. | Check appropriate box and enter appropriate letter(s) in the space(s) provided: -- "New" means a new assistance award. -- "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. -- "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. | | |
| 9. | Name of Federal agency from which assistance is being requested with this application. | | |
| 10. | Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested. | | |
| 11. | Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project. | | |

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY

| Grant Program Function or Activity (a) | Catalog of Federal Domestic Assistance Number (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
|--|---|-----------------------------|-----------------|-----------------------|-----------------|-----------|
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. | | \$ | \$ | \$ | \$ | \$ |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. Totals | | \$ | \$ | \$ | \$ | \$ |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|--|-------------------------------------|-----|-----|-----|-----------|
| | (1) | (2) | (3) | (4) | |
| a. Personnel | \$ | \$ | \$ | \$ | \$ |
| b. Fringe Benefits | | | | | |
| c. Travel | | | | | |
| d. Equipment | | | | | |
| e. Supplies | | | | | |
| f. Contractual | | | | | |
| g. Construction | | | | | |
| h. Other | | | | | |
| i. Total Direct Charges (sum of 6a-6h) | | | | | |
| j. Indirect Charges | | | | | |
| k. TOTALS (sum of 6i and 6j) | \$ | \$ | \$ | \$ | \$ |
| 7. Program Income | \$ | \$ | \$ | \$ | \$ |

1-000278

1-000278

1-000279

| SECTION C - NON-FEDERAL RESOURCES | | | | | |
|---|--------------------------------|-----------------------|-------------------|-------------|-------------|
| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS | |
| 8. | \$ | \$ | \$ | \$ | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTAL (sum of lines 8 - 11) | \$ | \$ | \$ | \$ | |
| SECTION D - FORCASTED CASH NEEDS | | | | | |
| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| 13. Federal | \$ | \$ | \$ | \$ | \$ |
| 14. NonFederal | | | | | |
| 15. TOTAL (sum of lines 13 and 14) | | | | | |
| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | | |
| (a) Grant Program | FUTURE FUNDING PERIODS (Years) | | | | |
| | (b) First | (c) Second | (d) Third | (e) Fourth | |
| 16. | \$ | \$ | \$ | \$ | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTAL (sum of lines 16-19) | \$ | \$ | \$ | \$ | |
| SECTION F - OTHER BUDGET INFORMATION | | | | | |
| 21. Direct Charges: | | 22. Indirect Charges: | | | |
| 23. Remarks: | | | | | |

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a *single* Federal grant program (Federal Domestic Assistance Catalog number) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in *Column* (a) and the respective catalog number on each line in Column (b).

For applications pertaining to a *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in Columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5--Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i--Show the totals of Lines 6a and 6h in each column.

Line 6j--Show the amount of indirect cost.

Line 6k--Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7--Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program.

INSTRUCTIONS FOR THE SF-424A (continued)

narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant

Section C. Non-Federal Resources

Lines 8-11--Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) - Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) - Enter the contribution to be made by the applicant.

Column (c) - Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter totals of Columns (b), (c), and (d).

Line 12--Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13--Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14--Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15--Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project.

Lines 16-19--Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20--Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21--Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22--Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23--Provide any other explanations or comments deemed necessary.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | |
|---|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| APPLICANT ORGANIZATION | DATE SUBMITTED |

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BUDGET INFORMATION -- Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case you will be notified.

| COST CLASSIFICATION | a. Total Cost | b. Costs Not Allowable for Participation | c. Total Allowable Costs (Column a-b) |
|---|---|--|---------------------------------------|
| 1. Administrative and legal expenses | \$ | \$ | \$ |
| 2. Land, structures, rights-of-way, appraisals, etc. | \$ | \$ | \$ |
| 3. Relocation expenses and payments | \$ | \$ | \$ |
| 4. Architectural and engineering fees | \$ | \$ | \$ |
| 5. Other architectural and engineering fees | \$ | \$ | \$ |
| 6. Project inspection fees | \$ | \$ | \$ |
| 7. Site work | \$ | \$ | \$ |
| 8. Demolition and removal | \$ | \$ | \$ |
| 9. Construction | \$ | \$ | \$ |
| 10. Equipment | \$ | \$ | \$ |
| 11. Miscellaneous | \$ | \$ | \$ |
| 12. SUBTOTAL | \$ | \$ | \$ |
| 13. Contingencies | \$ | \$ | \$ |
| 14. SUBTOTAL | \$ | \$ | \$ |
| 15. Project (program) income | \$ | \$ | \$ |
| 16. TOTAL PROJECT COSTS (subtract #15 from #14) | \$ | \$ | \$ |
| | | | |
| 17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share). Enter the resulting Federal share. | Enter eligible costs from line 16c Multiply X | % | \$ |

1-000284

1-000284

INSTRUCTIONS FOR THE SF 424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previous unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to the effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.--If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b.--If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c.--This is the net of lines 1 through 16 in columns "a." and "b."

Line 1--Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2--Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3--Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4--Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5--Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6--Enter estimated engineering inspection costs.

Line 7--Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9--Enter estimated cost of the construction contract.

Line 10--Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11--Enter estimated miscellaneous costs.

Line 12--Total of items 1 through 11.

Line 13--Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14--Enter the total of lines 12 and 13.

Line 15--Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16--Subtract line 15 from line 14.

Line 17--This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

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ASSURANCES -- CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE **DO NOT** RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Secs. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Secs. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Secs. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Secs. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Secs. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Secs. 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Secs. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements of any other non-discrimination Statute(s) which may apply to the application.

Previous Edition Usable

Standard Form 424D (Rev. 4/92)
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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Secs. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Secs. 276a to 276a - 7), the Copeland Act (40 U.S.C. Secs. 276c and 18 U.S.C. Sec. 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Secs. 327-333), regarding labor standards for federally assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Secs. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. Secs. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Secs. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. Sec. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

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|---|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| APPLICANT ORGANIZATION | DATE SUBMITTED |

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Attachment F
Conflict of Interest Rules for February 1999 PSP
Technical Review Panels

You have been selected to serve on one of the Technical Review Panels for the February 1999 Proposal Solicitation Package (PSP). Your selection is based on your technical expertise, not on the institution or organization you represent. Every member of the Technical Review Panels is expected to be objective in the technical assessment of proposals and to set aside all institutional allegiances during the proposal review process.

To ensure objectivity and the integrity of the technical review process, CALFED has assigned you to a Technical Review Panel that, to the best of CALFED's knowledge, you do not have a direct, vested interest in as an individual. It remains possible, however, that the Technical Review Panel to which you have been assigned will review a proposal with which you have an institutional connection. An institutional connection exists between employees and their employers. For example, an employee of a state or federal agency will have an institutional connection with a proposal submitted by that agency, even if the applicant is in a different division of the agency than the Technical Review Panel member.

At the beginning of discussions on a proposal, you must determine whether you have an institutional connection with any of the applicants for a particular proposal. If you believe you have an institutional connection with any of the applicants, you must:

1. Reveal the institutional connection you have with any applicant to the remaining members of the Technical Review Panel;
2. Recuse yourself from discussing *and* scoring the proposal.

If you recuse yourself from considering a proposal, you must leave the room until the remaining Technical Review Panel members have completed discussing and scoring the proposal. You must refrain from answering questions or making any comments on the proposal for which you have an institutional connection. Failure to recuse yourself from discussing and scoring a proposal for which you have an institutional connection may result in the proposal being disqualified.