

EXECUTIVE SUMMARY**Project Title:** Tolay Creek Restoration Project**Applicant:** Ducks Unlimited, Inc.

Project Description: The Tolay Creek Restoration Project will restore and enhance 435 acres of saline emergent wetlands in the Tolay Creek floodplain for the benefit of threatened and endangered species. This project is located within the San Pablo Bay National Wildlife Refuge and the Tolay Creek Unit of the Napa/Sonoma State Wildlife Management Area. This area has been severely impacted by human activities since the turn of the century. Much of the area has been diked, drained, and converted to agricultural use. As a result, the lower reaches of the creek have silted in and tidal action is minimal. This project will restore two agricultural fields to tidal salt marsh, enhance existing marsh areas, and increase tidal action on Tolay Creek. This will improve habitat for threatened and endangered species, resident and migratory waterfowl, shorebirds, and passerine birds. The project will also reduce mosquito production and help to mitigate flooding events.

Approach/Tasks/Schedule: This project will be completed by: constructing, setting back, repairing, and breaching levees; constructing a new parking area, widening and deepening sections of Tolay Creek; and by creating new tidal channels. Project construction will begin in 1997 and be completed by 1998. Monitoring and evaluation will begin in 1997 and continue until 2007.

Justification: This project will substantially improve habitat for threatened and endangered species, migratory waterbirds, and other migratory and resident species. Restoration of 435 acres to tidal salt marsh will enhance production of estuarine dependent fish species and reduce the effects of flooding events.

Budget Costs and Third party Impacts: The estimated costs for levee construction is \$211,000; combined channel work is \$236,000; parking lot construction will cost \$11,000; permitting, certification, and testing will cost \$3,000; contingency of 10% is \$46,000; project, contract administration and reporting will cost \$60,000; survey, design, engineering, and construction management will cost \$138,000. The total project cost is \$705,000. Third-party funds committed to the project total \$422,000. Ducks Unlimited, Inc. is therefore requesting \$283,000 from CALFED to complete portions of the Tolay Creek saline emergent wetland restoration project. This project will contribute to the aesthetic value of San Francisco Bay by providing large tracts of critically important wetlands and tidal salt marsh. The potential for flooding adjacent land will likely decrease due to the expanded floodplain area. Because the agricultural lands were acquired from willing landowners and occur on marginal farmland, minimal, if any, economic impact to the agricultural industry will occur.

Applicant Qualifications: Ducks Unlimited is a nationally recognized authority on the restoration and enhancement of wetlands. Qualified biologists and engineers on staff are

DWR WAREHOUSE
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skilled in project design, management, contracting, and construction.

Monitoring and Data evaluation: Monitoring and evaluation will be conducted for threatened and endangered species, bird species, vegetation, sediment deposition, and channel morphology.

Support/Coordination: This project is supported by the U. S. Fish and Wildlife Service San Pablo Bay National Wildlife Refuge, the California Department of Fish and Game, Marin/Sonoma Mosquito Abatement District, Shell Oil Spill Litigation Settlement Fund, Save San Francisco Bay Association, and Southern Sonoma Resource Conservation District.

Title of Project:

TOLAY CREEK RESTORATION PROJECT

Name of Applicant:

Ducks Unlimited, Inc.
3074 Gold Canal Drive
Rancho Cordova, California 95670-6116
Tel: (916) 852-2000 Fax: 916-852-2200 email: wroducks@gte.net

Principle investigator:

Michael A. Bias, Ph.D.

Type of Organization and Tax Status:

Non Profit (501-C3)

Tax Identification Number:

Tax ID # 13-5643799

Participants:

U.S. Fish and Wildlife Service, San Pablo Bay National Wildlife Refuge
California Department of Fish and Game

RFP Project group type:

Construction Project and Services

PROJECT DESCRIPTION

Project Description and Approach:

The purpose of the Tolay Creek Restoration Project is to restore and enhance 435 acres of saline emergent wetlands in the Tolay Creek floodplain for the benefit of threatened and endangered species. This project will restore tidal action to Tolay Creek, and restore and enhance former tidelands degraded by construction of levees, agricultural practices, and other human activities. This project will restore 123 acres of agricultural land to tidal action, construct channels to connect tidal areas, and widen the creek channel to improve upstream tidal action. This project will be undertaken through a primary partnership between Ducks Unlimited, Inc. (DU) and the San Pablo Bay National Wildlife Refuge (SPBNWR).

The estimated costs for levee construction is \$211,000; combined channel work is \$236,000; parking lot construction will cost \$11,000; permitting, certification, and testing will cost \$3,000; contingency of 10% is \$46,000; project, contract administration and reporting will cost \$60,000; survey, design, engineering, and construction management will cost \$138,000. The total project cost is \$705,000. Third-party funds committed to the project total \$422,000. Ducks Unlimited, Inc. is therefore requesting \$283,000 from CALFED to complete portions of the Tolay Creek saline emergent wetland restoration project.

Location and/or Geographic Boundaries of Project:

This project is located in Sonoma County, California, at the northern end of San Pablo Bay (Fig. 1). It is bounded on the north by state highway 37 and on the south by San Pablo Bay. The approximate project boundaries are between 122° 25' to 122° 28' W and between 38° 6' to 38° 9' N. This project will occur within the boundaries of the SPBNWR and the Tolay Creek Unit of the Napa/Sonoma Wildlife Area (NSWA).

Expected Benefits:

This project will restore and enhance 435 acres of saline emergent wetland habitat. This habitat type supports a variety of bird species including California clapper rail, California black rail, raptors, shorebirds, wading birds, passerine birds, and waterfowl. Mammals such as salt marsh harvest mice and Suisun ornate shrew are also found in tidal marshes. This project will increase tidal flow in lower Tolay Creek, restore two former agricultural fields to tidal salt marsh, and increase the amount of open water habitat. A variety of fish inhabit the open water and tidal creek channels found in tidal marsh habitats. This area is located near the Sacramento-San Joaquin delta. Several species of concern have been found in adjacent marsh habitats including Chinook salmon, delta smelt, Sacramento splittail, longfin smelt, and green sturgeon. Other species of fish use tidal

marshes as transition or nursery areas during some stage in their life cycle.

Background and Biological/Technical Justification:

During the early 1900s the area around Tolay Creek was partially diked and drained for agricultural use. The creek was channelized over time and much of the surrounding tidal marsh was lost or degraded. Additionally, the extent of tidal influence has decreased over time due to siltation in the lower reaches of the creek. Large cracks have developed in the associated uplands as the area dried out. These cracks annually fill with rain water and runoff creating optimal production habitat for mosquitoes. Wetland associated bird use has decreased and native fish populations have declined.

The specific goals of this restoration are to:

- 1) Restore tidal flow regime to Tolay Creek from Highway 37 to San Pablo Bay.
- 2) Restore saline emergent wetland habitat to two agricultural fields.
- 3) Enhance existing tidal marsh habitat in the Tolay Creek floodplain south of Highway 37.
- 4) Restore the property in a manner that will require passive management.
- 5) Minimize mosquito production habitat availability.
- 6) Monitor and evaluate the results of the restoration for its effects on endangered species.

Proposed scope of work:

Restoration construction activities will consist of (Fig. 1):

- 1) Construct a new levee from Highway 37 south and west to connect with an existing levee on the east side of Tolay Creek. This levee will enclose a 53 acre field that will become the north California Department of Fish and Game (CDFG) pond. Material from the existing levee to the west will be used to construct the new levee.
- 2) Construct a new parking area for public access. Public access is required as a deed restriction on the Lower Tubbs Island property at the south end of Tolay Creek. A parking area for 10 cars will be built near Highway 37 by constructing a 115' stretch of the new levee wide enough for perpendicular parking. Asphalt surfacing will be used at the entrance of Highway 37 while the rest of the road will be surfaced with gravel. A post and cable barricade may be installed around the parking area for safety purposes. A pipe gate will be located at the south end of the parking area to permit access for

service vehicles.

- 3) About 40 acres of the upper reach of the Tolay Creek floodplain may be disced to remove exotic vegetation, prepare the soil for the growth of tidal marsh vegetation, and enhance tidal flow regime.
- 4) Excavate a larger channel 3,000' long between the new CDFG north pond and the U.S. Fish and Wildlife Service (USFWS) marsh along Tolay Creek using land-based equipment. Material from this excavation will be placed on the existing levee or on the backside of an existing levee to the east of the channel.
- 5) In 1995 a 5,000' section of the east levee was cored and capped to prevent flooding of adjacent lands. The borrow pit on the creek side was widened and deepened to specifications close to those of this project. Additional widening may be required at a later date if the hydraulics of the system require the full 25' design width.
- 6) Excavate a new 600' channel from the existing CDFG tidal lagoon to the USFWS marsh. All material will be placed on existing levees.
- 7) Widen 4,600' of Tolay Creek channel from the CDFG lagoon to San Pablo Bay. The material from the 2,000' nearest the CDFG lagoon will be placed on the adjacent western levee or in the adjacent western borrow pit. The material from the 2,600' channel closest to San Pablo Bay will be excavated by either using a hydraulic dredge to slurry the material to the lagoon or by using a barge to transport the material to the lagoon. The deposition of material in the lagoon will accelerate the establishment of tidal marsh in the lagoon.
- 8) Construct connector channels. No more than 5,000' of connector channels may be constructed to connect low-lying areas and isolated borrow ditches to Tolay Creek. This will prevent fish entrapment and mosquito production. Connector channels may be constructed up to ten years after project completion as determined by project participants. Materials will be sidecast within three feet of the channels and a maximum height of eight inches.
- 9) In 1995 the east side levee of Tolay Creek was cored and capped for 7,800' to provide flood protection to adjacent private land. About 1,300' of the west levee will be cored and raised to protect adjacent private lands. Maintenance of these levees will continue to be the responsibility of the adjacent landowners.

Monitoring and Data Evaluation:

Monitoring and evaluation will be conducted for threatened and endangered species, bird species, vegetation, sediment deposition, and channel morphology.

- 1) Monitoring for endangered species:

Monitoring for the presence of salt marsh harvest mouse will be conducted every two to three years after establishment of pickleweed habitat in the north CDFG pond. Additionally, annual call counts will be conducted for California clapper rail during spring (February through April) in the Tolay Creek floodplain south of Highway 37.

2) Monitoring for birds:

Visual surveys will be conducted monthly from Highway 37 to the tidal lagoon. California black rails will be monitored concurrently with California clapper rails.

3) Monitoring vegetation and marsh development:

Three monitoring points will be established and monitored annually at the north CDFG pond consisting of a photo point and vegetation transect at each site. Additional photo points will be established at transect sites throughout the length of the project.

Six transects will be established to determine sediment deposition, channel scour, and vegetation composition at the following sites: 1) Near the mouth of Tolay Creek, 2) South of the tidal lagoon, 3) Along the channel between the CDFG lagoon and the USFWS marsh, 4) In the USFWS marsh, 5) South of the CDFG north pond, and 6) At the entrance of the CDFG north pond.

4) Channel morphology:

Oblique aerial photography will be conducted annually and elevation of the CDFG north pond will be surveyed every five years.

Implementability:

This project will be completed on lands owned and managed by SPBNWR and NSWA. The following is a summary of the permits and certifications that have been or will be applied for:

1) Refuge Administration Act of 1966, as amended. Provides for management of the National Wildlife Refuge System including the allowance of compatible secondary uses. Public access and recreational opportunities are expected to remain similar to the current activities.

2) Endangered Species Act (ESA) of 1973, as amended. Section 7 of the ESA requires Federal agencies to consult with the USFWS before any activity is permitted, funded, or conducted by that agency that may affect a listed species or designated critical habitat. An internal consultation between SPBNWR and the USFWS Ecological Services Division is required for activities on Refuges and is currently being conducted for this project.

- 3) Federal Water Pollution Control Act as amended in the Clean Water Act of 1977. Section 404 of the Clean Water Act regulates the placement of fill or the dredging of wetlands. The Refuge has applied for permits from the U. S. Army Corps of Engineers. Section 401 of the Clean Water Act requires water quality certification from the state for all section 404 permit activities. Section 401 certification or a waiver of certification will be obtained from the Regional Water Quality Control Board prior to project construction.
- 4) National Historic Preservation Act of 1966, as amended. Section 106 of the National Historic Preservation Act Requires Federal agencies to consider how their actions could affect historic properties. The State Office of Historic Preservation has concurred that implementation of any of the restoration alternatives would not affect cultural resources within the Tolay Creek project area.
- 5) Coastal Zone Management Act. Section 307 of the Coastal Zone Management Act directs each Federal agency conducting or supporting activities directly affecting the coastal zone to conduct or support those activities in a manner which is, to the extent practicable, consistent with approved state management programs. In this area, the Bay Conservation and Development Commission monitors Federal activities that may affect the coastal zone.
- 6) Protection of Wetlands (EO 11990). This order directs Federal agencies to minimize the destruction, loss, or degradation of wetlands and preserve and enhance the natural beneficial value of wetlands in the conduct of activities. The purpose of the project is to increase and improve tidal marshes within the San Pablo Bay area.
- 7) Floodplain Management (EO 11988). This requires Federal agencies to avoid construction or management activities that would adversely affect floodplains. This project has been designed to minimize harm to or within the floodplain. This project would be compatible with the preservation and enhancement other natural and beneficial value served by floodplains.
- 8) Protection and Enhancement of the Cultural Environment (EO 11593). This EO directs agencies to inventory historic, archeological, and paleontological properties for inclusion on the National Register of Historic Places. The property has been surveyed and the State Preservation Officer has determined that no Native American cultural resources were found within the Tolay Creek restoration area.
- 9) Intergovernmental Review of Federal Programs (EO 12372). A Notice of Availability for this EA will be sent to the State clearinghouse, local county and city governments, regional and state agencies, other Federal agencies, and interested parties.
- 10) Management and General Public Use of the National Wildlife Refuge System (EO 12996). Establishes a conservation mission for the Refuge System, defines guiding principles, and directs the Secretary of the Interior to ensure that biological integrity and environmental health of the system are maintained and that growth of the system

supports the mission. This project will support the guiding principles outlined in this executive order.

11) Section 1601 of the California Fish and Game code. The CDFG has stated that this project does not require a stream bed alteration permit. None of the proposed alternatives are expected to adversely affect the existing fish or wildlife resources.

COSTS AND SCHEDULE TO IMPLEMENT PROPOSED PROJECT

Budget Costs:

DESCRIPTION	CALFED FUNDS REQUESTED	ESTIMATED COST
Parking lot construction		11,000
New levee construction	196,000	196,000
Channel 1 excavation	36,000	36,000
Channel 2 excavation	15,000	15,000
Channel 3 excavation	36,000	185,000
Permitting, certification, testing		3,000
Core/cap Dickenson's levee		15,000
Survey, design, engineering		92,000
Construction management/staking		46,000
Contingency		46,000
Contract administration/reporting		60,000
TOTAL	283,000	705,000
Committed funds**	0	422,000
Requested CALFED funds	283,000	283,000

** Marin/Sonoma Mosquito Abatement District, Shell Oil Spill Litigation Fund, Southern Sonoma Resource Conservation District, Save San Francisco Bay Association

Schedule Milestones:

March 1997	Permits applied for
Sept 1997	Widen channel from Bay to lagoon
June 1998	Construct channels from lagoon to CDFG north pond
June 1998	Construct new levee at CDFG north pond
1997 - 2007	Monitor project

Third Party Impacts:

This project will contribute to the aesthetic value of San Francisco Bay by providing large tracts of saline emergent wetlands. Restoration of this site will increase human safety and health concerns by reducing the potential for mosquito production habitat.

This should result in decreased cost for mosquito abatement. The potential for flooding adjacent land will likely decrease due to the expanded floodplain area. This will result in lower costs to private landowners for pumping and storm losses. Because the agricultural lands were acquired from willing landowners and occur on marginal farmland, minimal, if any, economic impact to the agricultural industry will occur.

APPLICANT QUALIFICATIONS

DU is the nationally recognized authority on the restoration and enhancement of wetlands. Since its inception in 1937, DU has raised over \$1 billion for restoration and enhancement of over 1 million acres of wetlands in North America. Engineering of this project will be accomplished by staff engineers from DU and the USFWS. Biological evaluation of the project was conducted by trained biologists from both DU and the USFWS. Office administrative staff will handle organizational, copying, and other related needs. DU maintains a strict policy concerning conflict of interest. DU contract administrators will be responsible for contracts, compliance, and fiscal administration of the project.

COMPLIANCE WITH STANDARD TERMS AND CONDITIONS

DU has administered multiple government contracts with applicable compliance standards (attached).

TOLAY CREEK WETLAND RESTORATION

SCOPE OF WORK:

1. DEDICATE A WIDER, DEEPER ENTRANCE CHANNEL ALONG TOLAY CREEK BETWEEN STATION 0+00 THRU STATION 45+00. SEE TYPICAL CROSS SECTION (A).
2. DEDICATE A DIVERSION CHANNEL BETWEEN STATION 73+00 AND THE LEVEE BREACH NEAR STATION 81+00. SEE TYPICAL CROSS SECTION (B).
3. BREACH LEVEES ON SOUTH AND NORTH SIDES OF LEFTY MARSH ISLAND. NORTH BREACH NEAR STATION 130+00. SOUTH BREACH NEAR STATION 81+00. BREACH SIZE AND BOTTOM ELEVATION TO MATCH EXCAVATED CHANNELS.
4. DEDICATE A WIDER, DEEPER CHANNEL BETWEEN THE DIKE BREACH AT STATION 131+00 AND THE DIKE BREACH FOR THE COFG POND NEAR STATION 180+00. SEE TYPICAL CROSS SECTION (C).
5. CONSTRUCT A PERIMETER LEVEE FOR THE PROPOSED COFG POND. UTILIZE EXISTING LEVEE MATERIAL BETWEEN STA. 120+00 THRU 175+00 FOR NEW LEVEE CONSTRUCTION. BURY CHANNEL FOR LEVEE TOP. SEE TYPICAL CROSS SECTION (D).
6. BREACH LEVEE NEAR STATION 161+00 FOR COFG POND. BREACH SIZE AND BOTTOM ELEVATION TO MATCH EXCAVATED CHANNEL BETWEEN STATION 131+00 AND STATION 180+00. BREACH LEVEE AFTER PERIMETER LEVEE CONSTRUCTION.

UTILIZE EXISTING DIKE BETWEEN STA. 180+00 AND STA. 175+00 AS BORROW FOR NEW PERIMETER LEVEE.

NOTE: BREACH LEVEE TO MATCH SIZE AND ELEVATION OF EXCAVATED CHANNEL.

NOTE: BREACH LEVEE TO MATCH SIZE AND ELEVATION OF EXCAVATED CHANNEL.

HWY 37 VALLEJO

PROPOSED COFG POND
DIKE BREACH
NEW PERIMETER LEVEE
SEE DETAIL (E)

CHANNEL WIDENING

DIKE BREACH MATCH SIZE AND ELEVATION OF EXCAVATED CHANNEL (F)

PROPOSED USFWS MARSH WETLAND
DIKE BREACH
EXPULSION PUMPHOUSE
CHANNEL WIDENING

LEGEND

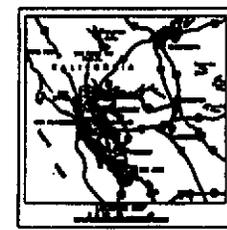
- TOLAY CREEK
- LEVEE
- EXCAVATED CHANNEL
- BREACH LEVEE
- RAILROAD
- GRAVEL ROAD

CDFG LAGOON

USFWS CONTROLLED WETLAND

MOUTH TOLAY CREEK

SITE PLAN



DATE: _____		DRAWN BY: _____	
UNITED STATES DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE REGION 1, OFFICE OF CHIEF OF BAY AREA OAKLAND, CALIFORNIA			
PROJECT: _____		SAN PABLO BAY NATIONAL WILDLIFE REFUGE TOLAY CREEK WETLAND RESTORATION SITE PLAN	
SHEET NO. _____		COUNTY AND SPECIAL DISTRICT: _____ CALIFORNIA SHEET NO. _____ OF _____ SHEETS IN ALL DATE: MARCH 1986	
SCALE: 1" = 500'		PROJECT NO. _____ DRAWING NO. _____	

Item 11

Agreement No. _____

Exhibit _____

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

STATE OF CALIFORNIA)

)ss

COUNTY OF Sacramento)

Holly Andree, being first duly sworn, deposes and
(name)

says that he or she is Director, State and Federal Coordination of
(position title)

Ducks Unlimited, Inc
(the bidder)

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

DATED: 7/25/97 By Holly Andree
(person signing for bidder)



(Notarial Seal)

Subscribed and sworn to before me on

7/25/97
Jenny C. Pullen
(Notary Public)

State of California

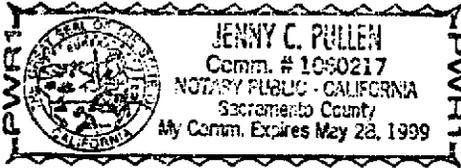
County of Sacramento

On 7/25/97 before me, Jenny C. Pullen, Notary Public
(DATE) (NAME/TITLE OF OFFICER-I.E. "JANE DOE, NOTARY PUBLIC")

personally appeared Holly Hopkins Andree
(NAME(S) OF SIGNER(S))

personally known to me -OR-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

(SEAL)

Jenny C. Pullen
(SIGNATURE OF NOTARY)

ATTENTION NOTARY

The information requested below and in the column to the right is OPTIONAL. Recording of this document is not required by law and is also optional. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Noncollusion Affidavit
Number of Pages 1 Date of Document 7/25/97
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

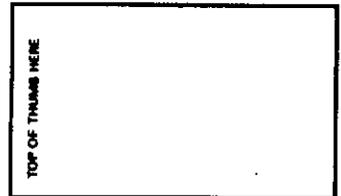
- INDIVIDUAL(S)
- CORPORATE _____

OFFICER(S) _____ (TITLE)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE _____

OFFICER(S) _____ (TITLE)

- PARTNER(S) LIMITED GENERAL
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))



BIDDER'S BOND

We DUCKS UNLIMITED, INC.
3074 Gold Canal Drive, Rancho Cordova, CA 95670-6116
as PRINCIPAL, and
UNITED PACIFIC INSURANCE COMPANY
Suite 400, 5660 New Northside Drive, Atlanta, GA 30328

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

Secretary of the Resources Agency

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

California on
(insert name of city where bids will be opened) (insert date of bid opening)
for 1997 Category III, Ecosystem Restoration, Wetlands Restoration and Fish Screen Projects

(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 the 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 28th day of July, 19 97.

* A Payment Bond with the Department to guarantee payment for Labor and Materials in the amount of 50% of the contract

DUCKS UNLIMITED, INC. (Seal)
BY: Y. J. Andree (Seal)
Director, State and Federal Coordination (Seal)
Principal (Seal)

UNITED PACIFIC INSURANCE COMPANY (Seal)
BY: Alan J. Wormer (Seal)
Alan J. Wormer, Attorney-in-Fact (Seal)

Address Suite 400, 5660 New Northside Drive, Atlanta, GA 30328

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

NONDISCRIMINATION COMPLIANCE STATEMENT

COMPANY NAME

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

CERTIFICATION

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

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Edward T. Edwards, David E. Armstrong, Alan J. Wormer, Martha Fish, Bettye J. Brown, Richard M. Miller, Jr., of Nashville, Tennessee their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this July 21, 1995.



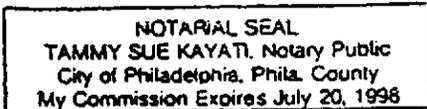
RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

Charles B. Schmalz

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this, July 21, 1995, before me, Tammy Sue Kayati, personally appeared Charles B. Schmalz, who acknowledged himself to be the Executive Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

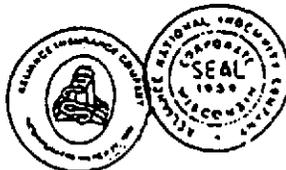
In witness whereof, I hereunto set my hand and official seal.



Tammy Sue Kayati
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of July 19 97.



Anita Zippert
Secretary

Certificate of Incorporation of DUCKS UNLIMITED, INC.

WE, THE UNDERSIGNED, being all of full age and citizens of the United States and a majority of whom are citizens and residents of the District of Columbia, desiring to form a membership corporation pursuant to and in conformity with Chapter Five of Title Five of the Code of Laws of the District of Columbia, DO HEREBY CERTIFY:

FIRST: The name of the corporation shall be:

DUCKS UNLIMITED, INC.

SECOND: The corporation shall have perpetual existence.

THIRD: The particular business and objects of the corporation are:

To restore and perpetuate wild ducks and other wild waterfowl on the North American continent; to promote, carry on, conduct, and foster scientific research, education, training, and publication in the ornithological sciences; to establish departments of research and scientific study with particular reference to the enhancement of knowledge concerning the waterfowl of the North American continent; to establish, promote, assist, contribute to, or otherwise encourage the study of conservation, restoration, and management of wild waterfowl and its habitat; and in connection therewith, to grant scholarships, prizes and rewards;

To maintain sanctuaries for wild life, and to take, receive, hold, and convey real and personal estate necessary for the purposes of the corporation as stated in this certificate, and other real and personal property the income from which shall be applied to the purposes of the corporation.

In pursuance of, and not in limitation of the general powers conferred by law, and the objects and purposes herein set forth, it is expressly provided that this corporation shall have the following powers:

To do all such acts as are necessary or convenient to attain the objects and purposes herein set forth, to the same extent and as fully as any natural person could or might do, and as are not forbidden by law or by this Certificate of Incorporation or by the By-Laws of this corporation;

To take and hold by bequest, devise, gift, purchase, or lease, either absolutely or in trust, for any of its purposes, any property real or personal, without limitation as to amount of value, except such limitation, if any, as may be imposed by law; to transfer and convey the same, and to invest and re-invest the principal and income thereof, and to deal with and expend the principal and income of the corporation in such manner as in the judgment of the Trustees will best promote its objects; and in order properly to prosecute the objects and purposes as above set forth, the corporation will have full power and authority to purchase, lease, and otherwise acquire, hold, mortgage, convey and otherwise dispose of all kinds of property, both real and personal, both in the District of Columbia, and in any or all of the states of the United States, the territories or colonies of the United States, Alaska, the Dominion of Canada, Newfoundland, Mexico, the Central American countries, and other foreign countries, and colonies or dependencies thereof, and generally to perform all acts which may be deemed necessary for the proper and successful prosecution of the objects and purposes for which this corporation is created.

To have offices and promote and carry on its objects and purposes, within or without the District of Columbia, and in all the states, territories or foreign possessions of the United States, and in foreign countries.

To have all powers that may be conferred upon corporations formed under Chapter Five of Title Five of the Code of Laws of the District of Columbia.

The corporation shall be non-political, shall not promote the candidacy of any person seeking public office; and shall not by its activities, or any substantial part thereof, attempt to influence legislation by propaganda or otherwise.

FOURTH: The corporation shall be without capital stock. All property, real and personal, which the corporation shall receive shall be used exclusively for educational and scientific purposes, including the

restoration and perpetuation of wild ducks and other wild waterfowl on the North American continent; and no part of the income from the same shall inure to the benefit of any private shareholder or individual; provided, however, that reasonable compensation may be paid to an officer, member, or employee for services actually rendered the corporation.

FIFTH: The property of the officers, trustees and members of this corporation shall not be subject to or chargeable with the payment of corporate debts or obligations to any extent whatsoever.

SIXTH: The Board of Trustees shall have the power to make, alter, change, and amend by-laws for the government of the corporation and for the admission and withdrawal of members thereof.

SEVENTH: The meetings of the members and of the Trustees of this corporation may be held in the District of Columbia, or elsewhere within or without the confines of the United States or its possessions.

EIGHTH: The number of Trustees of the first Board of Trustees of this Corporation shall be FIVE, with power to change or increase and add to their number in accordance with provisions of the By-Laws.

The Board of Trustees shall have the power to appoint from their own members an Executive Committee consisting of all of the officers of the corporation including all vice presidents, all living past presidents and such other persons as may be designated by the Board of Trustees, five of whom, or such other number as may be specified by the By-Laws, shall constitute a quorum, who, when the Board of Trustees is not in session, shall have and shall exercise all the powers of the Board of Trustees, unless otherwise provided in the corporation's By-Laws. The Board of Trustees shall elect at its first meeting from its own members a President, and shall appoint a Treasurer and a Secretary and such other officers as may be provided for by the By-Laws, who need not be members of the Board. The Board of Trustees shall at such meeting select from their number, one-fifth of the number thereof to serve for one year, one-fifth to serve for two years, one-fifth to serve for three years, one-fifth to serve for four years, one-fifth to serve for five years; and each subsequent election of Trustees shall be for a period of one year or until their successors are duly elected and qualify. Vacancies occurring by death, resignation, or otherwise shall be filled by the remaining Trustees in such manner as the By-Laws shall prescribe and the persons so elected shall thereupon become Trustees.

NINTH: The names and post-office addresses of the Trustees until the first meeting are:

Arthur M. Bartley
500 Fifth Avenue, New York, N.Y.
Dr. John A. Hartwell
2 East 103rd Street, New York, N.Y.
Newbold L. Herrick
25 Cedar Street, New York, N.Y.
John C. Huntington
500 Fifth Avenue, New York, N.Y.
Wayne Johnson
50 Broadway, New York, N.Y.

TENTH: The Registered Office of this corporation in the District of Columbia shall be at 918-16th Street, N.W., in care of CT Corporation System, the corporation's Registered Agent, Washington, D.C.

WITNESS our hands and seals this 29th day of January One Thousand Nine Hundred and Thirty-Seven.

CHRISTABEL E. HILL
(Witness)

ERNEST O. PALAND (SEAL)
WINSTON E. HOBBS (SEAL)
JOSEPH V. McBRIDE (SEAL)

DISTRICT OF COLUMBIA: ss:

I, CHRISTABEL E. HILL, a Notary Public in and for the District of Columbia, do hereby certify that ERNEST O. PALAND, WINSTON E. HOBBS, and JOSEPH V. McBRIDE, parties to a certificate of incorporation bearing date of January 29th, 1937, and hereto annexed, personally appeared before me in said District, the said ERNEST O. PALAND, WINSTON E. HOBBS and JOSEPH V. McBRIDE being personally known to me as the persons who executed the said certificate of incorporation and acknowledged the same to be their act and deed.

GIVEN under my hand and seal this 29th day of January, 1937.

CHRISTABEL E. HILL
Notary Public

CHRISTABEL E. HILL
Notary Public

DISTRICT OF COLUMBIA

My Commission Expires July 15, 1940

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (REV. 3-95) FMC

COMPANY NAME

Ducks Unlimited, Inc.

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

James L. Ware

DATE EXECUTED

James L. Ware 12/18/95

EXECUTED IN THE COUNTY OF

Shelby In

PROSPECTIVE CONTRACTOR'S SIGNATURE

Senior Group Manager

PROSPECTIVE CONTRACTOR'S TITLE

Ducks Unlimited, Inc.

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

PERSONNEL POLICIES AND PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

Statement of Policy

At Ducks Unlimited, Inc. it is our policy to recruit and hire employees without regard to or discrimination because of age, race, creed, color, national origin, sex, handicap or veteran status. This policy of nondiscrimination applies to all phases of employee relations – hiring, compensation, performance rating, promotion, transfer and other personnel matters.

Our employment objective is to select individuals who meet the organization's high standards of character, education and occupational qualifications; who can carry out the organization's work competently; who have capacity for growth; and, who will become an active part of our organization.

We know that our strength and future growth depend directly upon the contribution made by each person within our organization. Productivity and efficiency result from real job satisfaction and from the opportunity each person has for his or her individual self-development. Our employment policy is designed to:

- Place each employee, insofar as practicable, in a position which best suits the individual's natural and acquired aptitudes and skills.
- Offer each employee opportunity for self-development and advancement through training and on-the-job experience.
- Accord fair and equitable treatment to every employee at all times.
- Recognize the importance of the work of each employee to the overall success of the organization.

SEXUAL HARASSMENT

Statement of Policy

Ducks Unlimited, Inc. maintains a strict policy against sexual harassment. **Simply put, sexual harassment will not be tolerated on the part of any employee.** All employees are responsible for assuring that the workplace is free from sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, where:

- Submission to the advances is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advances is used as the basis for making employment decisions.
- Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

All employees should avoid any action or conduct that might be viewed as sexual harassment. Approval of, participation in, or acquiescence in conduct constituting sexual harassment will be considered a violation of this policy. If any employee believes that he or she has been subject to sexual harassment at work by anyone, including supervisors, co-workers or visitors, he or she should report this immediately to his or her immediate supervisor or Human Resources. Sexual harassment complaints will be handled with as much confidentiality as possible. There will be no retaliation against any employee who reports a claim of sexual harassment or against any employee who is a witness to the harassment. An immediate investigation will be conducted in an attempt to determine all the facts concerning the alleged harassment. In making this investigation, every effort will be made to be fair to all parties involved. If it is determined that sexual harassment has occurred, corrective action will be taken, up to and including reprimand, discharge, or other appropriate action.

If it is determined that no sexual harassment has occurred, or there is not sufficient evidence to conclude that harassment has occurred, this determination will be communicated to the employee who filed the complaint.

DRUG FREE WORKPLACE PROGRAM

Statement of Policy

Because substance abuse poses a serious threat to our employees, their families and to the entire organization, Ducks Unlimited has established this policy in an effort to promote and maintain a drug-free work environment.

The ultimate goal of this policy, however, is to balance respect for individual privacy with the organization's need to maintain a safe, productive, drug-free work environment for all employees; maintain safety and security at DU's community-based events, as well as at the facilities and properties in the communities where we are located; and, provide a quality of service to the organization's members, as well as non-members and visitors, in a fashion consistent with the high standards set by the Board of Directors of Ducks Unlimited, Inc.

Standard of Conduct

As a Standard of Conduct for employees of Ducks Unlimited, employees will not be permitted to possess, consume, or distribute drugs, controlled substances or abuse alcohol in the workplace or report to work or perform their duties under the influence of alcohol or with drugs present in their system. To allow otherwise jeopardizes the safety of our fellow employees, our members, our facilities, and the communities which we rely upon for support. Any employee determined to be in violation of this policy or standard will be subject to disciplinary action, which may include termination, even for the first offense.

Drug and Alcohol Abuse Screening/Testing

Ducks Unlimited recognizes that carefully selected tests and testing procedures have a proper role in any comprehensive substance abuse program, as do properly conducted searches of the effects, vehicles and persons of employees, contractors or visitors.

• Job Applicants

As a condition of regular employment all applicants must complete a drug screen test. If test results are confirmed positive, the employment offer will be withdrawn.

• Current Employees

The Company utilizes screening practices to identify employees who use illegal drugs or abuse alcohol. It is a condition of continued employment for all employees to submit to a drug screen test when:

- a. there is sufficient cause to believe an employee is under the influence of alcohol or has drugs present in their system; or,
- b. there is any mishap or accident involving an employee during business hours or while on Company business in which injury to individuals or damage to property occurs as a result of the impaired employee's involvement.

Failure to submit to required medical or physical examinations/tests is considered misconduct, and as such, grounds for disciplinary action, including termination.

General Procedures

Any employee reporting for work visibly impaired is unable to properly perform required duties and will not be allowed to work. If, in the opinion of the employee's supervisor the employee is considered impaired, the employee will be transported by taxi or an alternative safe transportation mode to his/her home or a medical facility. **An impaired employee will not be allowed to operate or drive any vehicle during business hours or while on official Company business, or any vehicle rented, leased, owned or otherwise intended for Company use or business.**