

**EXECUTIVE SUMMARY****CULLINAN RANCH TIDAL MARSH RESTORATION. PART I: DESIGN, CONSTRUCTION, AND ENVIRONMENTAL EDUCATION**

**Applicant:** Ducks Unlimited, Inc.

**Project Description and Primary Biological/Ecological Objectives:** Acquired in 1991 as a unit of the San Pablo Bay National Wildlife Refuge, Cullinan Ranch is a 1,495-acre diked bayland. Purchased under authority of the Endangered Species Act of 1973, this project will restore 1,495 acres of saline emergent wetland habitat for the benefit of endangered and threatened species. Because of the proximity of Cullinan Ranch to the San Pablo Bay Refuge headquarters at Mare Island, this restoration project provides an additional and unique opportunity for environmental education programs.

Tidal salt marsh supports a variety of bird species including California clapper rail, California black rail, California least tern, California brown pelican, Saltmarsh yellowthroat, San Pablo song sparrow, American peregrine falcon, other 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. A variety of fish inhabit the open water and tidal creek channels found in a tidal marsh system.

**Approach/Tasks/Schedule:** Cullinan Ranch was farmed from the early 1900s until 1993, which caused the property to subside to about -3.0 NGVD. With adjacent saline emergent wetland elevations of about +4.5 NGVD, the property must accrete about 7.5 feet before saline emergent vegetation communities approximate adjacent communities. Research showed that developing a water supply source from adjacent slough and San Pablo Bay will supply the necessary sediments through accretion to restore saline emergent wetlands within 5-10 years. This research also showed that restoration components for Cullinan Ranch should include breaching the north levee of Cullinan Ranch at three points into Dutchman Slough. Restoration components would incorporate the completion of necessary permitting and environmental documentation, final engineering and design, and construction of the north levee breaches. This approach to the restoration of saline emergent wetlands on Cullinan Ranch is being undertaken through a primary partnership between Ducks Unlimited, Inc. and the San Pablo Bay National Wildlife Refuge. The anticipated completion date for the project is December 1998.

**Justification for Project and Funding by CALFED:** This project will substantially improve habitat for threatened and endangered species, migratory waterbirds, and other migratory and resident species. Restoration of 1,495 acres to tidal salt marsh will enhance production of estuarine dependent fish species and reduce the effects of flooding events. This project also will educate students and teachers in the North Bay to the value of tidal salt marshes

for endangered species and migratory birds.

**Budget Costs and Third Party Impacts:** Over \$243,000 already has been invested into the project for initial contaminant surveys (\$30,000), detailed topographic surveys (\$86,000), feasibility of alternative restoration plans (\$86,000), and baseline biological surveys (\$47,000). Third-party agencies and funds in the amount of \$419,000 have been secured. Ducks Unlimited is seeking additional funds in the amount of \$368,500 to complete portions of the total project including necessary permitting and environmental documentation, final engineering and design, construction of the north levee breaches, and environmental education program.

This project will contribute to the aesthetic value of San Pablo 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. The potential for flooding adjacent land will likely decrease due to the expanded floodplain area. This project would provide also tremendous educational benefit for grades 1-8 students and teachers.

**Applicant Qualifications:** Ducks Unlimited is the nationally recognized authority on the restoration and enhancement of wetlands. Since its inception in 1937, Ducks Unlimited has raised over \$1 billion for restoration and enhancement of over 1 million acres of wetlands in North America. Biological assessment and needs and engineering of this project will be accomplished by staff biologists and engineers from Ducks Unlimited and the U.S. Fish and Wildlife Service.

**Monitoring and Data Evaluation:** Monitoring and evaluation of the Cullinan Ranch Tidal Marsh Restoration Project will be conducted by the U.S. Geological Survey, Biological Research Division and the U.S. Fish and Wildlife Service. The monitoring and evaluation component is being submitted by these agencies to CALFED as a proposal entitled "Cullinan Ranch Tidal Marsh Restoration. Part II: Monitoring and Evaluation."

**Local Support/Coordination with other Programs/Compatibility with CALFED Objectives:** This project is supported by the U. S. Fish and Wildlife Service, the California Department of Fish and Game, Solano County Mosquito Abatement District, Shell Oil Spill Litigation Settlement Fund, The Citizens Committee to Complete the Refuge, and Save San Pablo Baylands.

**Title of Project:**

**CULLINAN RANCH TIDAL MARSH RESTORATION.  
PART I: DESIGN, CONSTRUCTION, AND ENVIRONMENTAL  
EDUCATION**

**Name of Applicant:**

Ducks Unlimited, Inc.  
Western Regional Office  
3074 Gold Canal Drive  
Rancho Cordova, CA 95670-6116

Tel: (916) 852-2000 Fax: (916) 852-2200 email: wroducts@gte.net

**Principle Investigator:**

Michael A. Bias, Ph.D.

**Type of Organization and Tax Status:**

Non Profit (501-C3)

**Tax Identification Number:**

13-5643799

**Participants:**

U.S. Fish and Wildlife Service, San Pablo Bay National Wildlife Refuge

**RFP Project Group Type:**

Construction Project and Services

## PROJECT DESCRIPTION

### Project Description and Approach

Acquired in 1991 as a unit of the San Pablo Bay National Wildlife Refuge (SPBNWR), Cullinan Ranch is a 1,495-acre diked bayland. Purchased under authority of the Endangered Species Act of 1973, this project will restore saline emergent wetland habitat for the benefit of endangered and threatened species. Cullinan Ranch was farmed from the early 1900s until 1993, which caused the property to subside to about -3.0 NGVD. With adjacent saline emergent wetland elevations of about +4.5 NGVD, the property must accrete about 7.5 feet before saline emergent vegetation communities approximate adjacent communities. Research conducted by the Department of Civil and Environmental Engineering, University of California at Davis showed that developing a water supply source from adjacent sloughs and San Pablo Bay will supply the necessary sediments through accretion to restore saline emergent wetlands within 5-10 years. This research also showed that restoration components for Cullinan Ranch should include breaching the north levee of Cullinan Ranch at three points into Dutchman Slough (this project) and excavate two 150-foot wide tidal channels from San Pablo Bay into Cullinan Ranch (possible future project). Currently, the construction of bridges and tidal channels into San Pablo Bay is cost prohibitive (approximately \$8,000,000).

This approach to the restoration of saline emergent wetlands on Cullinan Ranch is being undertaken through a primary partnership between Ducks Unlimited, Inc. (DU) and the SPBNWR. Over \$243,000 already has been invested into the project for initial contaminant surveys (\$30,000), detailed topographic surveys (\$86,000), feasibility of alternative restoration plans (\$86,000), and baseline biological surveys (\$47,000). Third-party agencies and funds in the amount of \$419,000 have been secured. DU is seeking additional funds in the amount of \$368,500 to complete portions of the total project including necessary permitting and environmental documentation, final engineering and design, construction of the north levee breaches, and environmental education program.

Because of the proximity of Cullinan Ranch to the SPBNWR headquarters at Mare Island, this restoration project provides an additional and unique opportunity for environmental education programs. In the Marsh on Mare Island is an environmental education program administered by SPBNWR. The program provides hands-on, educator-led field trips for North Bay teachers and students in grades 1-8 that focuses on wetland habitats, migratory waterbirds, and endangered species of the San Pablo Bay Area and information of on how people can protect San Pablo Bay wetlands.

## Location and/or geographic boundaries of project

This project is 1/2 mile west of the Napa River bridge on the north side of State Highway 37, Solano County (Fig. 1). A small portion of Cullinan Ranch extends into Napa county. Cullinan Ranch is bounded on the south by Highway 37, on the west by California Department of Fish and Game (CDFG) property, on the north by Dutchman Slough and South Slough, and on the east by the City of Vallejo.

## Expected benefit(s)

This project will restore and enhance 1,495 acres of tidal saline emergent wetlands. Tidal salt marsh supports a variety of bird species including California clapper rail, California black rail, California least tern, California brown pelican, Saltmarsh yellowthroat, San Pablo song sparrow, American peregrine falcon, other raptors, shorebirds, wading birds, passerine birds, and waterfowl. The California clapper rail and California black rail populations require large marshes for protection from predators and disturbance from people. Additionally, California clapper rails should benefit from the numerous tidal sloughs incorporated into the project design. Mammals such as salt marsh harvest mice and Suisun ornate shrew are also found in tidal marshes. A variety of fish inhabit the open water and tidal creek channels found in a tidal marsh system. This area is located near the Sacramento-San Joaquin Delta. As the restored area would be tidal lacustrine habitat for 5-10 years, it would provide tremendous benefit to the fisheries resource. Several species of concern have been found in adjacent marsh habitats including fall-, spring-, and winter-run Chinook salmon, Delta smelt, Sacramento splittail, longfin smelt, green sturgeon, steelhead, and striped bass. Other species of fish use tidal marshes as transition or nursery areas during some stage in their life cycle.

Stressors alleviated or reduced through the restoration of 1,495 acres of tidal salt marsh include, but are not limited to, **Floodplain and Marshplain Changes** including reestablishing Hydrologic Isolation of Marshplain, reestablishing the Physical Isolation of the Marshplain, and reestablishing Fine Sediment Replenishment. Stressors related to **Channel Form Changes** are also alleviated, especially when considering tidal channel form changes and elimination from diking.

The SPBNWR's environmental education program, In the Marsh on Mare Island, will target students and teachers in grades 1-8 and will reach 900 students during the first year and up to 3,000 students per year thereafter. The education program will provide the knowledge and skills necessary for students and teachers to take action to improve environmental quality in the North Bay.

## **Background and Biological/Technical Justification**

During the early 1900s the area around San Pablo Bay including the project area was partially diked and drained for human uses. The area was extensively used for agriculture and much of the surrounding tidal marsh was lost or degraded. The U.S. Fish and Wildlife Service (USFWS) determined that if this area was restored to a fully tidal salt marsh, the benefits to the endangered California clapper rail and the salt marsh harvest mouse would be substantial. Numerous special status birds will benefit from the development of nearly 1,500 acres of tidal wetlands. There are currently no marshes of this size available in the North Bay. Both the California clapper rail and California black rail populations require large marshes for protection from predation and disturbance by people. In addition, preliminary designs of the project provides for the establishment of a high density of tidal sloughs. California clapper rails should greatly benefit as they specifically require the habitat along tidal channels for feeding and nesting.

The endangered salt marsh harvest mouse and the Suisun ornate shrew, a species of special concern, require tidal salt marsh for their survival. Research conducted by the Principle Investigator of the proposal in adjacent marshes has shown that the densest populations of the salt marsh harvest mouse have been found in this part of San Francisco Bay. Large contiguous blocks of marsh with good tidal circulation will support the healthiest populations of the mouse.

All of the anadromous fish that spawn in the Sacramento-San Joaquin drainage must pass by the Cullinan Ranch restoration site as they enter San Pablo Bay. Surveys conducted in adjacent marshes have documented the presence of several special status species including Chinook salmon, Delta smelt, Sacramento splittail, longfin smelt, and the green sturgeon. In addition, other species including steelhead, threespine stickleback, Pacific staghorn sculpin, Pacific herring, Bay goby, topsmelt, and longjaw mudsucker are known to inhabit the tidal sloughs of the San Pablo Bay marshes at some point during their life-cycle. Restoration of the Cullinan Ranch will provide the shallow-water habitat preferred by salmon smolts during their outmigration and provide a nursery ground for the food sources to support all fish that reside in or migrate through San Pablo Bay.

Topographic, hydrodynamic, sedimentation, contaminant, and biological surveys have all been completed. Preferred alternatives for restoration have been developed with conceptual engineering designs. Cost estimates for the components of each alternative have been completed. Preliminary cultural surveys have been completed.

An Environmental Assessment needs to be compiled and permits need to be received. A final engineering design needs to be completed. Buildings and trees need to be removed before actual construction of the project.

## **Proposed Scope of Work**

The proposed Cullinan Ranch restoration project would entail three distinct phases, that include permitting and environmental documentation, engineering and design of levee breach project, and construction. CALFED funds will be used in addition to funds already secured to complete all phases of the levee breach restoration project. The levees would be breached for a distance of 500 feet in three locations. Existing farm buildings and trees need to be removed before actual construction of the project. The removal of the existing drainage pump and related foundations, sheds, and the trash rack will also be required. The east levee of Cullinan Ranch will be strengthened.

## **Monitoring and Data Evaluation**

Monitoring and evaluation of the Cullinan Ranch Tidal Marsh Restoration Project will be conducted by the U.S. Geological Survey, Biological Research Division and the USFWS. The monitoring and evaluation component is being submitted by these agencies to CALFED as a proposal entitled "Cullinan Ranch Tidal Marsh Restoration. Part II: Monitoring and Evaluation."

Pre- and post-unit tests will be conducted with participating students to monitor the success of the In the Marsh on Mare Island program. Improvements to the program will be based on these assessments. Assessments will be conducted and analyzed by refuge environmental education specialists.

## **Implementability**

This project will be completed on lands owned and managed by SPBNWR. An Environmental Assessment needs to be completed through a cooperative effort between DU and SPBNWR and permits need to be received. DU will develop a final engineering design and construct the project.

Following is a summary of the permits and certifications for this project that have been or will be applied for:

- 1) 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 the SPBNWR and the USFWS Ecological Services Division is required for activities on Refuges.
- 2) 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 will apply 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.

3) 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. SPBNWR staff will work with the State Office of Historic Preservation such that implementation of any of the restoration alternatives would not affect cultural resources. Initial cultural surveys have been completed and complete cultural clearance is expected by December 1997.

4) 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.

5) 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.

6) 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.

7) 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. SPBNWR staff will work with the State Preservation Officer to assure that no Native American cultural resources, if found, will be harmed within the restoration area. Initial cultural surveys have been completed and complete cultural clearance is expected by December 1997.

8) 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.

9) 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.

## COSTS AND SCHEDULE TO IMPLEMENT PROPOSED PROJECT

### Budget Costs

The following table provides estimated costs for the Cullinan Ranch Restoration and environmental education program.

DESCRIPTION	CALFED Funds Requested	ESTIMATED COST
Compile environmental documentation and permitting	60,000	60,000
Additional contaminant testing	5,000	5,000
Staff salary		20,000
Environmental education program	21,000	21,000
Tree removal/site preparation	18,500	18,500
Building demolition	14,000	26,000
Pump station removal	8,000	8,000
Levee breaches		132,000
Tower protection		104,000
Tower boardwalk access		77,000
Rebuild east levee	63,000	63,000
Survey	15,000	15,000
Design/engineering	30,000	30,000
Construction management/staking	43,000	43,000
Mobilization	30,000	30,000
Contingency		65,000
Contract administration/reporting	61,000	70,000
<b>TOTAL</b>	<b>368,500</b>	<b>787,500</b>
Funds committed **	0	419,000
<b>CALFED FUNDS REQUESTED</b>	<b>368,500</b>	<b>368,500</b>

\*\* Shell Oil Spill Litigation Settlement Trustee Committee, EPA North Bay Initiative, U.S. Army Corps of Engineers - Long Term Management Strategy for Upland Disposal, USFWS - San Francisco Bay Estuary Program, USFWS, and Coastal America

## Schedule Milestones

The following table presents important project milestones for the completion of the Cullinan Ranch Restoration and environmental education program.

COMPLETION DATE	ACTIVITY	EXPLANATION
Completed	Initial contaminant survey	Conducted during pending acquisition and baseline monitoring
Completed	Detailed topographic survey	Conducted prior to restoration feasibility study
Completed August 1994	Feasibility study of alternative restoration plans	Conducted as a tool to assess cost of tidal marsh restoration
Completed	Baseline biological surveys	Conducted during restoration planning
July 1997	DU CALFED Proposal Conduct teacher training	DU request additional funds to prepare property for restoration and complete construction
August 1997	Cooperative agreement between USFWS and DU Develop field trip program and education guide	DU to assist with engineering, design, and construction
September 1997	USFWS hires biologist	USFWS restoration biologist continues environmental documentation and permitting needs
October 1997 - May 1998	Conduct educational field trips and evaluate education program	
September - December 1997	Complete Phase I restoration plan, Draft EA and cultural compliance, Pre-permit meetings with agencies	Phase I proposes to prepare property and construct levee breaches
January 1998	30 day public review of draft restoration plan and EA	

March 1998	Plan and EA revisions, apply for permits	
October 1998	Permits	Assume 6-month lag for permits
October- November 1998	Prepare property for restoration	Remove trees, buildings, pump station, construct tower access and protection, strengthen east levee
December 1998/ September 1999	Excavate levee breaches	Clapper rails are known to nest at Dutchman Slough, breaches must occur during non-nesting periods

### Third Party Impacts

This project will contribute to the aesthetic value of San Francisco Bay and San Pablo 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 project would provide also tremendous educational benefit for grade 1-8 students and teachers.

## **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. Biological assessment and engineering of this project will be accomplished by staff biologists and engineers from DU and the USFWS. Biological evaluation of the project will be conducted by trained biologists from both DU and the USFWS and the USGS. DU 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).

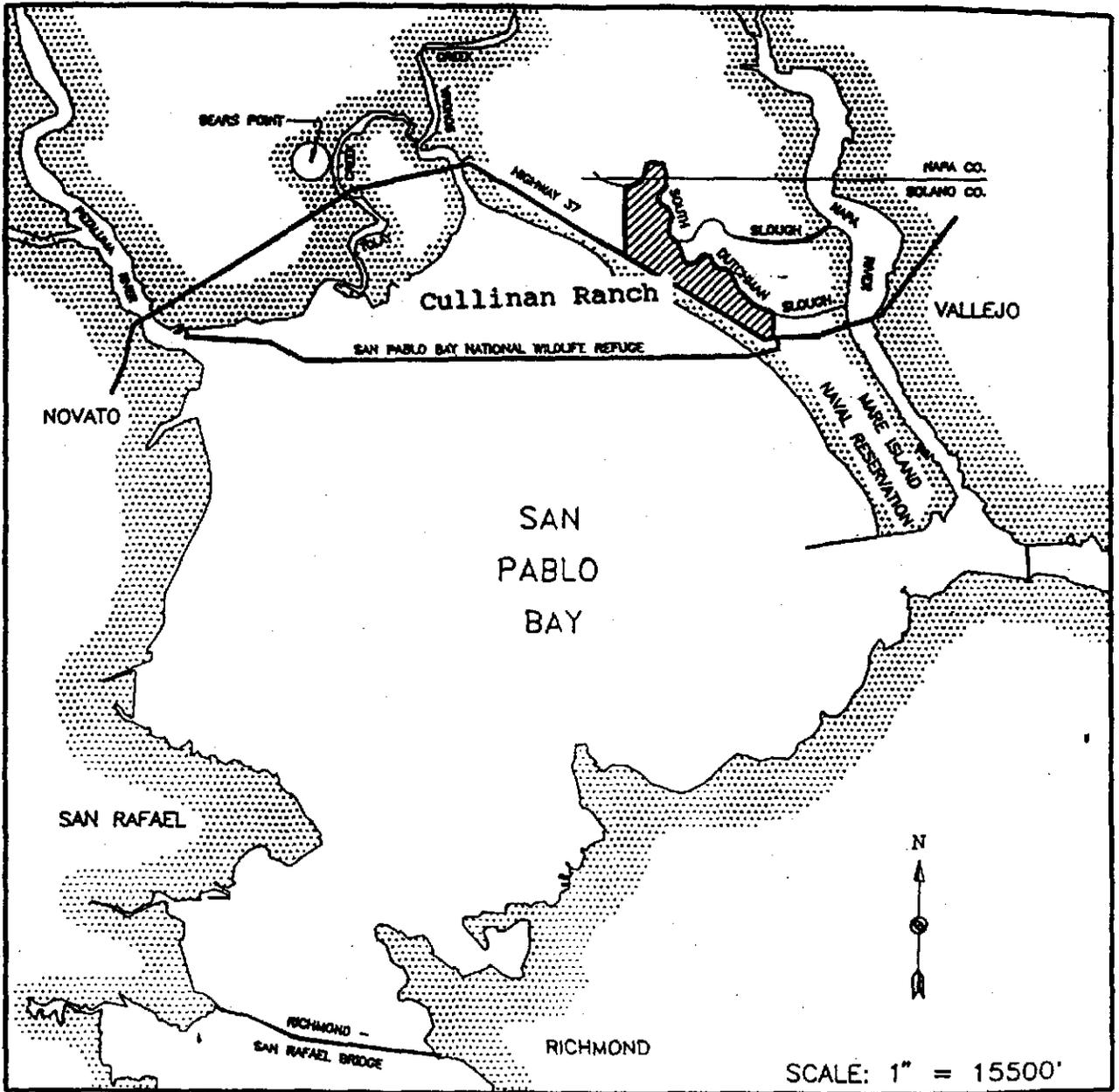


Figure 1 - Vicinity Map  
Cullinan Ranch

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 Nolly Hopkins Andres  
(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

UNITED PACIFIC INSURANCE COMPANY as PRINCIPAL, and  
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 Secretary of the Resources Agency 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 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.

DUCKS UNLIMITED, INC. (Seal)

BY: Yvonne Andree (Seal)

Director, State and Federal Coordination (Seal)

Principal (Seal)

UNITED PACIFIC INSURANCE COMPANY (Seal)

BY: Alan J. Wozner (Seal)

Alan J. Wozner, Attorney-in-Fact (Seal)

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

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

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 Finance 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 as 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.

NOTARIAL SEAL  
TAMMY SUE KAYATI, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires July 20, 1998

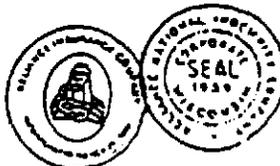


*Tammy Sue Kayati*  
Notary Public in and for the State of Pennsylvania  
Residing at Philadelphia

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. 10 (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.**