

F1-329

DWR WAREHOUSE

Staten Island Farming for Wildlife Project

97 JUL 28 PM 3: 59

Executive Summary

Project title: Staten Island Farming for Wildlife

Applicant: Ducks Unlimited, Inc., Western Regional Office
3074 Gold Canal Drive, Rancho Cordova, CA 95760

Project description: Staten Island, located in the northeast corner of the Sacramento/San Joaquin Delta (Delta), is approximately 9,200 acres in size and dedicated to the production of mainly corn, wheat and tomatoes. Each year the managers of M&T Staten Ranch (M&T) seasonally (fall and winter) flood 3,500 to 5,500 acres for control of Johnson grass, subsidence of peat soils, salinity and provide shallow flooded forage habitat for migratory birds. We are requesting \$579,800 from CALFED to partially fund the proposed project that includes: 1) design and construction of a pump station capable of dewatering the northern two-thirds of the island both for crop production and water management of seasonally flooded lands, 2) design and installation of a water control structure that in conjunction with part 3 below will provide independent water control of the northern two-thirds and southern third of the island and 3) enhance an existing cross levee to separate the northern two-thirds of the island from the southern third of the island that in conjunction with part 2 above will provide independent water control to the two distinct portions of the island 4) monitoring the effects of the completed project on migratory birds.

Approach/tasks/schedule: The Cosumnes River Preserve (Preserve) and M&T are working together to incorporate Staten Island into the Preserve. The project will be managed by Ducks Unlimited Inc. (DU), one of the land owning partners in the Preserve. Design for the proposed pumping station and water control structure, and survey and design work for levee enhancement will begin immediately. We propose that construction on this project will be completed by September 1998, at which point monitoring of benefits to migratory birds will begin and continue for a period of three years. Results of this monitoring program will be available to CALFED in a final report to be compiled summer of 2001.

Justification for Project and Funding by CALFED: The proposal would develop a water conveyance system within Staten Island which would enhance current management practices used to create 3,500 acres of seasonal foraging habitat for migratory birds. The proposed project would also improve M&T's long term capability to provide foraging habitat for migratory birds and lessen floodplain isolation through the management of agricultural lands as seasonal forage areas. The improved land use would contribute to reduced salinity levels and retard soil subsidence. Each of these CALFED stressors aid in improving the health and diversity of the Delta ecosystem. This project would be the first step in a cooperative working relation between

M&T and the Preserve partners to improve wetland and riparian habitat and wildlife friendly agricultural practices in the Delta. The proposal would commit 3,500 acres of Staten Island to seasonally flooded forage habitat for migratory birds for a ten year period.

Budget costs and third party impacts: Design and construction of the pump station will cost \$451,300. Design and construction of the proposed water control structure will require \$71,500. Survey and enhancement of existing levee will be \$49,500. Monitoring of project benefits for a three year period and compilation of a final report to CALFED will cost \$77,000. Total project costs will be \$649,300 of that we are requesting \$579,800. The project will secure a long term agreement for seasonal flooding on 3,500 acres in the Delta. M&T will be the beneficiary of an improved water conveyance system contributing to increased water efficiency and improved economic viability of the farm operation. M&T would enter into an agreement with DU to provide 3,500 acres of seasonally flooded agriculture over ten year period. In the event M&T could not provide the 3,500 acres of habitat for the full ten years M&T would reimburse the proponent for the appraised value of the improvement at the date of termination of the agreement. There are no known impacts to upstream or down stream users resulting from the project. The local public is supportive of efforts to integrate wildlife habitat management and agriculture in the Delta. M&T will benefit from increased water control and consequently be able to better manage several thousand acres of north Delta agriculture.

Applicant qualifications: DU is a nationally recognized authority on the restoration and enhancement of wetlands. Qualified biologists and engineers on staff are skilled in project design, management, contracting and construction

Monitoring and data evaluation: The success of habitat management will be measured through conventional bird census techniques. Seasonally flooded forage areas will be monitored to determine the amount, diversity and timing of waterfowl and shorebird use. The projects structural success will be evaluated based upon the functional success of the facility to enhance water conveyance for habitat management and farm management. DU engineers would test structural integrity and pump capacities as part of contract administration. The M&T manager will evaluate and monitor the project as related to the removal of water from farm lands for field preparation.

Local support and coordination with other Programs: The Preserve and the Central Valley Habitat Joint Venture (attached letter of support) support the effort to improve forage habitat for waterfowl in the Delta. The local San Joaquin Chapter of the Audubon is very supportive of M&T's Farming for Wildlife efforts. The proposal is compatible with CALFED objectives and certainly will contribute to improved foraging conditions for a CALFED secondary priority species (migratory birds).

CALFED PROPOSAL - JULY 28, 1997

Title of Project:

Staten Island Farming for Wildlife

Name of applicant:

Ducks Unlimited, Inc.,
Western Regional Office,
3074 Gold Canal Drive,
Rancho Cordova, CA 95760-6116
Tel: 916-852-2000 Fax: 916-852-2200 email: wroducks@gte.net

Type of Organization and Tax Status: Non Profit (501-C3)

Tax number: 13-5643799

Principal: Steven F. Burton, Regional Biologist

Participants: M&T Staten Island Ranch, Jim and Sally Shanks
P.O. Box 408 Walnut Grove, CA

Bureau of Land Management, Folsom Resource Area
63 Natoma Street, Folsom, CA 95630

Cosumnes River Preserve, Preserve Manager
13501 Franklin Blvd., Galt, CA 95632

RFP project type: Services and Construction

Project Description

Project Description and Approach: The project will involve designing, contracting and constructing, 1) a pump station with three 100 hp pumps. The station would be a fabricated steel structure with a 24 square foot platform supported by steel columns on each corner. Sheet piling would be driven into the ground to form the well sink for the pumps. The main irrigation canal would be channeled into the well sink using the existing conveyance system. 2) a water control structure in the main canal system will separate the water conveyance system between the north and south end of the island and 3) raise the existing cross levee 12 to 24 inches to separate the north end of the island from the south end of the island (see attached map). Additionally, after completion of the project, a monitoring program will be implemented to document the benefits of the project to migratory birds.

Ducks Unlimited Inc. (DU) will contract the design, construction and installation of the pump station and water control structure. M&T will be responsible for enhancement work on existing levee.

Location and Geographic boundaries of Project: Staten Island is located in the northeast corner of the Delta, San Joaquin County, California. The island is bound on the west by the north fork of the Mokelumne, on the east by the South Fork and on the south by the main Mokelumne River. The project would be located on the east side of the Island approximately 4 miles south of the intersection of County Road J11 and Staten Island Road. The 3,500 acre seasonally flooded agriculture area would be located on the southern one third of the Island.

Expected Benefits: The proposed project will significantly benefit one CALFED secondary priority species (migratory birds). The proposal will result in prolonged flooding of agricultural lands during key periods of migratory bird use. The separation of the island into two distinct water management areas enables M&T to maintain seasonally flooded forage on 3,500 acres for 30 to 45 days longer than normal agricultural practices would allow. This increases available forage habitat for migratory waterfowl during the critical period leading up to the migration, breeding and nesting season. Not only is the proposed project beneficial to migratory birds, but it provides M&T with the ability to better manage water and enhance several thousand acres of north Delta agriculture. The proposal contributes to the managed flooding of historic floodplain or marshplain, reducing the physical isolation of habitat. The land use practice of flooding agricultural lands in the Delta reduces salinity levels in the farmland, reduces oxidation of peat soils retarding land subsidence.

Background and Biological/Technical Justification: The basic need for Staten Island is an improved water conveyance system on the Island which will enhance M&T's ability to create fall and winter habitat for waterfowl. Currently, M&T must drain all seasonally flooded agricultural lands on Staten Island by February 1, when bird use levels are at their highest. M&T also constructs cross levees to manage water levels for waterfowl in the fields. The annual expenditure for construction of temporary levees is too high to be economically sustainable for the agricultural operation.

The proposed project would create a pump station , which in combination with an existing pump station would enable M&T to remove a large volume of water from flooded farm fields in a short period of time. By decreasing the amount of time it takes to dewater the island, fields can remain flooded into the month of March. The flooded fields must have water drawn off in time for field preparation for next years crop. With one pump station the entire island must be drawn down for field prep at the same time. This proposal would split the southern end of the island into a separate management unit and prolong seasonally flooded agriculture management for an additional 30 to 45 days on 3,500 acres.

One of the goals of the Preserve has been to preserve and enhance wildlife habitat and to integrate wildlife friendly land uses throughout the Cosumnes River watershed. Staten Island represents the western most tip of the Cosumnes River watershed. This positioning makes it a strategic location for wildlife, especially birds. Historically, the island has held as many as a million wintering birds. For that reason alone, it will be a significant step in the evolution of the Preserve to include Staten Island, as a Preserve partner. This partnership will allow the Preserve to extend it's philosophy of land management and integrate it with the agricultural management of Staten Island.

The immediate biological benefits will be the addition of 3,500 acres of seasonally flooded forage habitat for migratory birds at a cost far less than purchasing land and developing seasonal wetlands. Agricultural practices will become more efficient by allowing for rapid water removal from the fields and by reducing subsidence and salinity. The successful implementation of this project may result in additional modifications in land use on Staten Island that could eventually result in 10,000 acres of the Staten Island Ranch being managed in an efficient integration of wildlife and agricultural management. Management of the ranch has shown exceptional knowledge and sensitivity to wildlife while maintaining a productive agricultural program. This initial project will set the foundation of a land management partnership far into the future. It is noteworthy that a major agricultural operation is interested in testing the potential of simultaneously improving wildlife habitat and the efficiency of their agricultural operations. A successful effort in this case will have benefits throughout the Delta.

The current agricultural practices and available management alternatives do not provide for any long term commitment to waterfowl habitat management on Staten Island. The current ownership and management are sensitive to the needs of waterfowl and are aware of the importance of the Island for waterfowl. However, management costs associated with building water control structures and levees each year are high. Current cropping practices benefit wildlife but often require draining water off the Island during critical use periods for waterfowl. The crops grown provide a positive cash return for the operation but are not as profitable as other potential crops which are not as conducive to seasonal flooding. Greater efficiency in water management is imperative to maintaining and improving the existing integration of waterfowl and agricultural objectives on Staten Island.

The project falls within the following CALFED stressor categories and subcategories; Alteration of Flows and Other Effects of Water Management - subcategory Hydrograph Alteration, Floodplain and Marshplain Changes - subcategory Physical Isolation of Floodplain or Marshplain,

Water Quality - subcategory Increased Salinity, Undesirable Species Interaction - subcategory Competition from Introduced Plants, Land Use - subcategory Forestry and Agricultural Practices.

Proposed Scope of work:

1. Pump Station

DU will contract design and construction of the pump station to an appropriate subcontractor. Design will begin immediately after CALFED contracts are signed, and construction will be completed during the summer of 1998.

2. Water Control Structure

DU engineers will begin designing the water control structure immediately after CALFED contracts are signed. Fabrication of the water control structure will begin soon after the design is complete, and the structure will be installed during the summer of 1998 after enhancement of the cross levee.

3. Cross Levee Enhancement

Prior to installation of the proposed water control structure, M&T will survey and conduct any construction activities needed to enhance the existing cross levee. Completion of the levee will be during the summer of 1998, and DU will inspect the completed project to insure compliance with proper specifications.

4. Monitoring

After construction, DU, TNC and BLM personnel as well as M&T and San Joaquin Audubon will monitor the effects of the completed project on bird use through conventional migratory bird surveys. Results of that monitoring effort will be made available to CALFED in a final report to be compiled summer of 2001.

Monitoring and Data Evaluation: The project will be monitored to determine the number and diversity of bird species utilizing the seasonally flooded agriculture lands during the prolonged flood period created by this project. The Preserve currently conducts monthly counts on the Preserve to evaluate migratory bird use. Staten Island would be monitored along with the Preserve. The diversity and type of habitat being provided would also be monitored to allow for adjustments in water management. The effectiveness of the facility would be monitored by DU and M&T as related to the projects ability to remove water.

Implementability: The proposal involves the construction of a pump station for removal of water used for seasonally flooded agricultural lands. No significant environmental impacts are expected as a result of the project. The project will require the normal county permitting and inspection process associated with improvements to property. Contracts will be awarded prior to June 98. The project would be completed by September 98.

Costs and Schedules to Implement Proposed Project

Budget costs:

Project Phase and Task	Direct Labor Hours	Direct Salary and Benefits	Overhead Labor (General, admin and fee)	Service Contracts	Material and Acquisition Contracts	Miscellaneous and other Direct Costs	Total Cost
Design & Construct Pump station			\$45,000	\$446,800			\$451,300
Enhance Levee			\$4,500	\$15,000	\$30,000		\$49,500
Design & Install Water Control Structure			\$6,500	\$65,000			\$71,500
Monitoring and Evaluation	\$70,000		\$7,000				\$77,000
TOTAL							\$649,300

Budget Summary:

Design and Construct Pump Station	\$451,300
Enhance Levee	\$ 49,500
Design, Fabrication and Installation Water Control Structure	\$ 71,500
Monitoring, evaluation and report writing	<u>\$ 77,000</u>
Total	\$649,300

In-kind contributions by project participants DU and BLM	\$ 20,000
In-kind contribution by M&T (Enhance Levee)	\$ 49,500
Grant Request	<u>\$579,800</u>
Total Project Cost	\$649,300

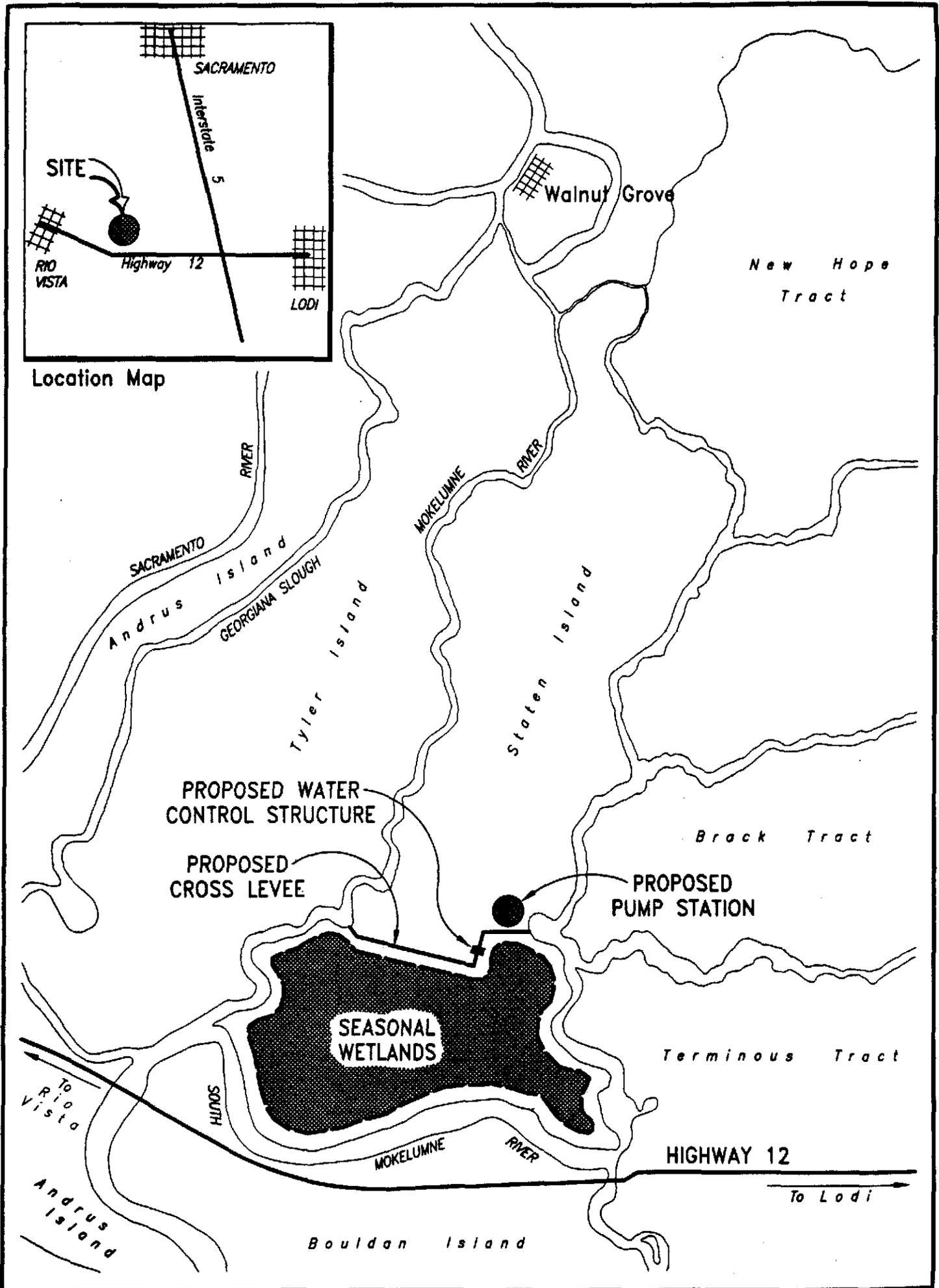
Schedule milestones:

Final Design.....10/97
Project Plans Complete..... 2/98
Bidding Package Complete.....3/98
Contract Awarded.....7/98
Complete project..... 9/98

Third party impacts: There are no known impacts to upstream or down stream users resulting from the project. The local public is supportive of efforts to integrate wildlife habitat management and agriculture in the Delta. M&T will benefit from increased water control and consequently be able to better manage several thousand acres of north Delta agriculture.

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. Qualified biologists and engineers on staff at the Western Regional Office, Rancho Cordova, California are skilled in restoration activities like cut and fill excavation, selection and installation of appropriate water control structures and design and construction of pump stations. DU is skilled in construction management and is able to design the project, provide bid packages to potential contractors and insure the project is completed to specifications.

Compliance with Standard Terms and Conditions: DU has administered multiple government contracts with applicable compliance standards (see attachments).



Location Map



CENTRAL VALLEY HABITAT JOINT VENTURE

North American Waterfowl Management Plan

July 24, 1997

American
Farmland Trust
California Waterfowl
Association
Ducks Unlimited
National Audubon
Society
The Nature Conservancy
The Trust for Public Land

Ms Kate Hansel, Grant Coordinator
CALFED Bay-Delta Program
1416 Ninth Street, Suite 1155
Sacramento, California 95814

Dear Kate:

The Central Valley Habitat Joint Venture strongly supports the proposal submitted by Ducks Unlimited, Inc., M & T Staten Ranch, and U.S. Bureau of Land Management (BLM), requesting CALFED funding for the Staten Island Farming for Wildlife project.

Staten Island is a major wintering area for sandhill cranes, tundra swans, and white-fronted geese and also provides habitat for numerous other species of migratory waterfowl and shorebirds. This project will enhance the ability of a private farm operation to better manage water in the Sacramento-San Joaquin Delta by allowing improvements to the water conveyance system on the island. The water circulation will be improved and the potential for avian cholera will be reduced. It is an excellent example of private/public partnerships and will contribute significantly toward the agricultural enhancement object of the CVHJV.

We plan on working closely with the project partners on their efforts at M&T Staten Ranch, because of the important ecological and biological benefits of this project. These benefits and the opportunity for the CVHJV to be involved with an agricultural enhancement effort of this type could serve as a national model of cooperation and resource efficiency.

Please contact Dave Paullin, CVHJV Coordinator at (916) 979-2085 or myself at (916) 648-1406 for more information about this project.

Sincerely,

Bill Gaines
Chairman

cc: Management Board

Item 11

Agreement No. _____

Exhibit _____

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

STATE OF CALIFORNIA)

COUNTY OF Sacramento)

)ss

Holly Andree

(name)

, being first duly sworn, deposes and

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 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 _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

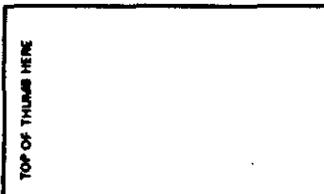
- INDIVIDUAL(S)
- CORPORATE

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

as PRINCIPAL, and

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

Secretary of the Resources Agency

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

California on _____

~~(Insert name of city where bids will be opened)~~

~~(Insert date of bid opening)~~

for 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: *Ydeley Andrie* (Seal)

Director, State and Federal Coordination (Seal)
Principal

UNITED PACIFIC INSURANCE COMPANY (Seal)

BY: *Alan J. Wormer* (Seal)

Alan J. Wormer, Attorney-in-Fact (Seal)
Surety

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

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 statements 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.

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

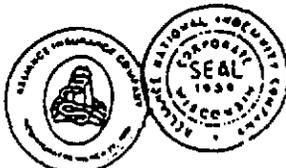


Tammy Sue Kayati
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

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

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.

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 18 (REV. 3-85) 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

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.

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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.**