

A1002

West Yost & Associates

Consulting Engineers
1260 Lake Boulevard, Suite 240
Davis, CA 95616
(530) 756-5905 Fax (530) 756-5991

TRANSMITTAL MEMORANDUM

TO: CALFED Bay-Delta Program Office
1416 9th Street, Suite 1155.
Sacramento, CA 95814

Date:	July 1, 1998	Job No.:	018-98-13.01
RE:	RD 2035 Fish Screen Funding Application		

ATTN: _____

We are sending you: Attached Under separate cover via _____ the following items:

Copies	Date	Description
10	July 1, 1998	RD 2035 Fish Screen CALFED Grant Application

These are transmitted as checked below:

- | | |
|--|---|
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Approved as Submitted |
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Returned for Corrections |
| <input type="checkbox"/> For Review and Comment | <input type="checkbox"/> _____ |

Remarks:

Please find 10 copies of a CALFED Bay-Delta Program proposal for a grant to evaluate the feasibility of constructing fish screens at the Reclamation District 2035 pump station intake along the Sacramento River.

cc: _____

FROM:
Doug Moore *DTM*

RECLAMATION DISTRICT 2035
45332 COUNTY ROAD 25
WOODLAND, CA 95776
TELEPHONE: (530) 662-9080

A1002
original

July 1, 1998

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

SUBJECT: RD 2035 Positive Barrier Fish Screen Project Feasibility Study

Dear Sir/Madam:

Reclamation District 2035 (RD 2035) is looking to obtain grant funding for a feasibility study for positive barrier fish screens at their Sacramento River diversion site. This feasibility study is consistent with the guidelines described under Topic IIIA in the May 1998 Proposal Solicitation Package for Ecosystem Restoration Projects and Programs. This is a 300 cubic feet per second (cfs) unscreened diversion providing water for irrigation and waterfowl management and habitat. A lump sum of \$100,000 is requested from CALFED Category III funding for West Yost and Associates and Montgomery Watson to complete the feasibility study, with funds dispersed from August, 1998 through February, 1999.

The project area is bounded by the north levee of the Cache Creek Settling Basin on the north, Tule Canal on the east, County Road 30 and the Willow Slough Bypass levee on the south, and County Road 103 on the west. The feasibility study will examine possible positive barrier fish screen types and configurations to determine a preferred alternative for eliminating mortality of chinook salmon and steelhead trout caused by the unscreened diversion at RD 2035.

After the conclusion of the feasibility study, RD 2035 will pursue funding for the design, construction and permitting of the project. The construction of the fish screen project is consistent with topic IIIB as described in the Proposal Solicitation Package. For both the feasibility study and construction, RD 2035 will provide some of the funding, and other sources of funding will also be pursued. The CVPIA grant program has also been requested to fund this feasibility study. Although this is a duplicate request, only one grant will be accepted. This duplication is necessary to ensure that the feasibility study can be completed at the earliest date possible. If CVPIA funds become available your office will be notified.

After the feasibility study is completed, the project costs and design will be determined. Because the cost information is not currently available, we would like to request your consideration in keeping the attached proposal in active status. This would facilitate a

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CALFED
July 1, 1998
Page 2

more timely allocation of funds for project construction. A funding proposal and project location map are attached for your review.

Should you have any questions or concerns please feel free to contact me. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "James Staker", written over a horizontal line.

James Staker, General Manager

att: CALFED Funding Proposal, Project Location Map

Attachment H

COVER SHEET (PAGE 1 of 2)

May 1998 CALFED ECOSYSTEM RESTORATION PROPOSAL SOLICITATION

Proposal Title: RECLAMATION DISTRICT 2035 FISH SCREEN
 Applicant Name: RECLAMATION DISTRICT 2035
 Mailing Address: 45332 COUNTY ROAD 25, WOODLAND, CA 95776
 Telephone: (530) 662-9080
 Fax: (530) 662-0562

Amount of funding requested: \$ 100,000 for 1 years

Indicate the Topic for which you are applying (check only one box). Note that this is an important decision: see page of the Proposal Solicitation Package for more information.

- Fish Passage Assessment
- Floodplain and Habitat Restoration
- Fish Harvest
- Watershed Planning/Implementation
- Fish Screen Evaluations - Alternatives and Biological Priorities
- Fish Passage Improvements
- Gravel Restoration
- Species Life History Studies
- Education

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

- Sacramento River Mainstem
- Delta
- Suisun Marsh and Bay
- San Joaquin River Mainstem
- Landscape (entire Bay-Delta watershed)
- Sacramento Tributary: _____
- East Side Delta Tributary: _____
- San Joaquin Tributary: _____
- Other: _____
- North Bay: _____

Indicate the primary species which the proposal addresses (check no more than two boxes):

- San Joaquin and East-side Delta tributaries fall-run chinook salmon
- Winter-run chinook salmon
- Late-fall run chinook salmon
- Delta smelt
- Splittail
- Green sturgeon
- Migratory birds
- Spring-run chinook salmon
- Fall-run chinook salmon
- Longfin smelt
- Steelhead trout
- Striped bass

COVER SHEET (PAGE 2 of 2)

May 1998 CALFED ECOSYSTEM RESTORATION PROPOSAL SOLICITATION

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

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

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

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

By signing below, the applicant declares the following:

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



(Signature of Applicant)

**RECLAMATION DISTRICT 2035 FISH SCREEN PROJECT
RECLAMATION DISTRICT 2035**

EXECUTIVE SUMMARY

Reclamation District 2035 (RD 2035) was formed in 1919 to provide flood protection, drainage, and irrigation water to Conaway Ranch (aka Woodland Farms) and other adjoining lands in Eastern Yolo County. The Sacramento River diversion consists of four unscreened pumps which are allowed to divert a maximum of 300 cubic feet per second (cfs) during the irrigation season. The unscreened pumps have caused entrainment problems for anadromous fish during their upstream migrations and downstream emigrations. The first phase of the project will be the feasibility study to collect and review engineering and environmental information to evaluate fish screening alternatives for the diversion. The feasibility study will result in a preferred alternative to be developed further in the engineering and permitting phase.

Expected benefits of the project include enhancement of anadromous fish species populations, particularly chinook salmon and steelhead trout. The winter-run chinook salmon has been listed according to the state and federal Endangered Species Acts. The proposed project is consistent with CALFED objectives and the Environmental Restoration Program Plan (ERPP) goals.

Due to the cost of the project and benefits to the Sacramento River aquatic ecosystem, RD 2035 seeks funding from a number of sources, in addition to their financial commitment to the project. The cost to complete the feasibility study is estimated to be \$115,000. RD 2035 is managed and operated by a staff capable of operating and maintaining the proposed fish screen facility. The staff includes a general manager, watermaster and pump operator. Additionally, the Conaway Conservancy Group employs a wildlife manager who works closely with RD 2035. The RD 2035 staff is interested in enhancing the ecological health of the Sacramento River and surrounding area.

PROJECT DESCRIPTION

Project Description and Approach

Reclamation District 2035 (RD 2035) is located along the right (west) bank of the Sacramento River southeast of Woodland in Yolo County, and includes land in the Yolo Bypass (See Figure 1). RD 2035 was formed in 1919 to provide flood protection, drainage, and irrigation water to Conaway Ranch (aka Woodland Farms) and other adjoining lands in Eastern Yolo County. Conaway Ranch lands comprise about 80% of the total RD 2035 area. The water supply consists of water lifted from the Sacramento River integrated with water from groundwater wells. This water supply is utilized to irrigate about 15,000 acres of crops including rice, corn, alfalfa, wheat, tomatoes, safflower and other annual crops.

The Sacramento River diversion is provided by four 36-inch, 300 hp vertical impeller pumps located in a concrete pumphouse immediately upstream from the Vietnam Veterans Bridge over the Sacramento River on I-5. Each pump has a maximum capacity of 110 cubic feet per second (cfs). The average diversion rate varies monthly with a maximum allowable diversion rate of 300 cfs between April 1 and October 31. The diversion is made under appropriative water rights with a priority starting in 1919. The normal season for irrigation water diversion is from April 1 through October 1.

Water from the Sacramento River diversion is also utilized in the irrigation off-season for groundwater recharge, which provides incidental waterfowl benefit. At times this water can be obtained from the Yolo Bypass but is often diverted directly from the Sacramento River. This water supplies food production and winter habitat for waterfowl.

The proposed project would include construction of a fish screen facility on a modification of the existing water supply pump station. This pump station, which was originally constructed in 1919, diverts water through a series of four unscreened pumps, each with a maximum capacity of 110 cfs. These unscreened diversions have caused entrainment problems for anadromous fish during both adult migration and juvenile emigration. The proposed fish screen project would eliminate these impacts and aide in the stabilization of anadromous fish populations while providing sufficient flow for irrigation. The proposed project will begin with a feasibility study to evaluate alternatives for constructing a fish screen at the diversion site. The study will lead to selection and, ultimately, implementation of a preferred alternative.

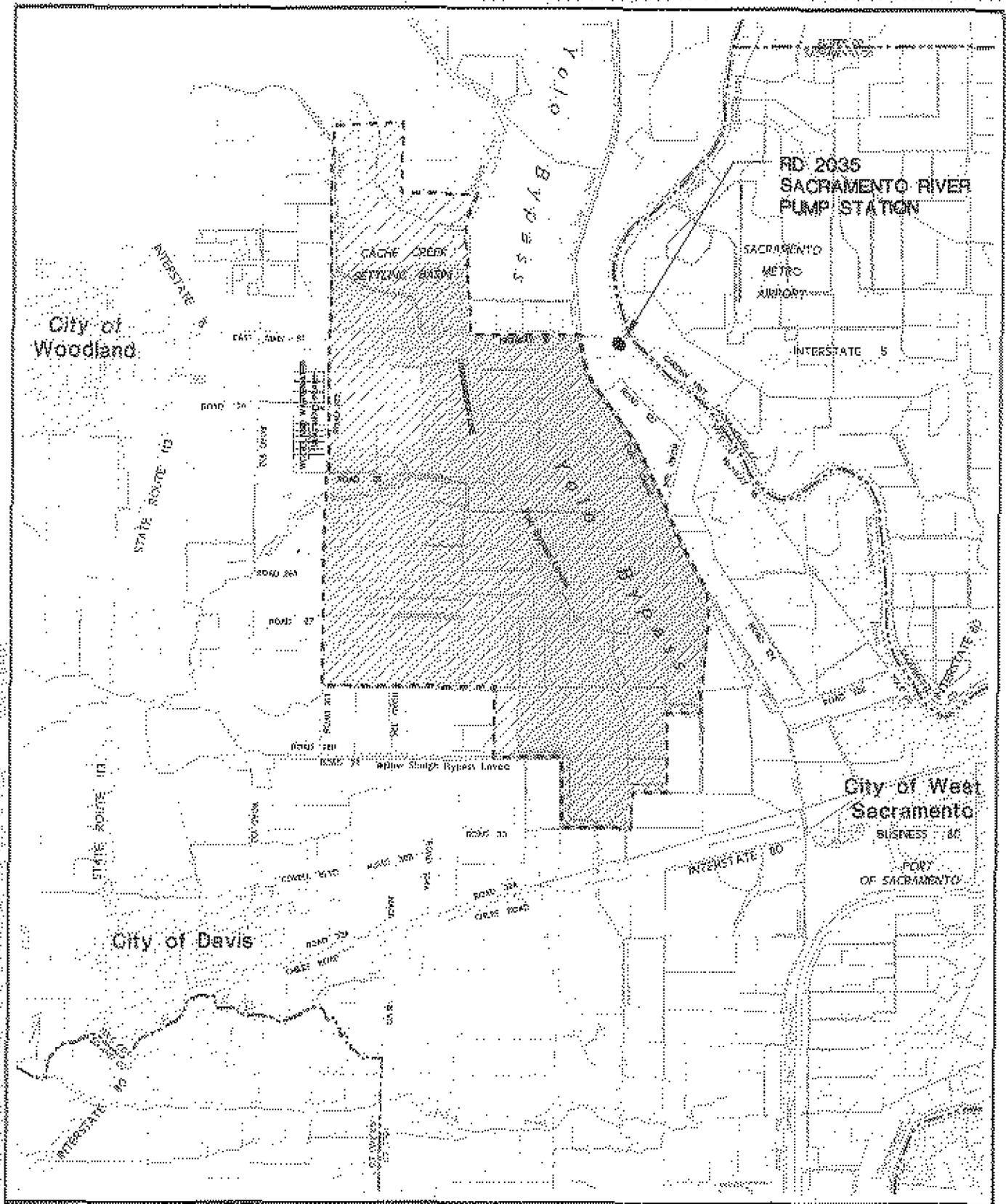
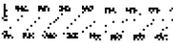
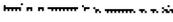


Figure 1

- Legend:**
-  RECLAMATION DISTRICT 2035
 -  RD2035 IRRIGATION SERVICE AREA (COMAWAY RANCH)
 -  COUNTY BOUNDARY



**Reclamation District 2035
Fish Screen Project**

PROJECT LOCATION MAP

Proposed Scope of Work

This section describes the scope of work for the feasibility study necessary to complete the RD 2035 Fish Screen Project. The major tasks and deliverables are listed in Table 1.

Table 1. Fish Screen Feasibility Study Work Tasks

Task	Approximate Duration	Deliverables
Task 1. Site Visits and Meetings	Begin September 1998	None
Task 2. Collect and Review Engineering and Environmental Information		Preliminary Engineering Report
Task 3. Conceptual Design Alternatives		None
Task 4. Recommended Alternative	Completed by Feb. 1999	Feasibility Report

Location and/or Geographic Boundaries of the Project

RD 2035 is located along the right (west) bank of the Sacramento River southeast of Woodland in Yolo County, and includes land in the Yolo Bypass (See Figure 1). The Sacramento River water diversion for RD 2035 is located at Section 27, Township T10N, Range R3E on USGS 7.5 minute Quadrangle Gray's Bend, California.

Expected Benefits

The current unscreened diversion at RD 2035 can harm adult and juvenile chinook salmon and steelhead trout in the Sacramento River during upstream and downstream migrations. This fish screen project is part of restoration efforts to stabilize anadromous fish populations while providing sufficient flow for irrigation. The proposed project is expected to benefit all anadromous fish in the Sacramento River, including winter-run, spring-run, fall-run and late fall-run chinook salmon and steelhead trout. The feasibility study will be the first major step in maximizing these benefits associated with the proposed project. Enhancement of anadromous fish populations is consistent with the Ecosystem Restoration Program Plan (ERPP) goal to improve and increase aquatic and terrestrial habitats, and to improve ecological functions in the Bay-Delta to support sustainable populations of diverse and valuable plant and animal species.

The following is a summary of expected primary benefits from the fish screen project:

- The ecological benefits of improved passage facilities for juvenile and adult life stages are reduced impediments and delays to emigration and migration.
- Biological effects of positive-barrier fish screens are reduced entrainment of emigrating juvenile salmonids, and therefore improved survival conditions.
- The proposed project will be a feasibility study to evaluate alternatives to construct facilities that benefit all salmonid species, spring-, fall-, late fall-, and winter-run chinook salmon and steelhead trout.

CALFED selection criteria for Category III Funding identifies several factors including;

- Relative level of decline,
- Future risk to the species and/or habitat, and
- Does the proposed project mitigate ecosystem stressors and what is the relative benefit to the particular species and/or habitat?

The proposed project is consistent with CALFED objectives:

- Ecosystem Quality
- Water Supply
- System Vulnerability

The RD 2035 Fish Screen Project will provide benefits to the Sacramento River watershed ecosystem quality and health through improved juvenile and adult anadromous fish migration. The project will also enhance RD 2035's ability to divert irrigation water from the river in accordance with appropriated water rights. The construction of a fish screen following this proposed feasibility study would minimize the entrainment of fish from the RD 2035 diversion.

Background and Ecological/Biological/Technical Justification

The decline of chinook salmon and steelhead populations in the Sacramento River system is influenced by factors such as inadequate flows, unscreened diversions, inadequate passage at diversion dams, agricultural return drains, poor water quality, reduced spawning gravel, and illegal harvest. Although unscreened diversion have been harmful to all chinook salmon and steelhead trout in the Sacramento River, they have been particularly detrimental to the winter-run chinook salmon, listed as both a federal and state endangered species in California.

Water diversions along the Sacramento River have historically created numerous obstacles for migrating salmon and steelhead trout. These impediments include entrainment of juvenile salmon emigrating from the system, and flow changes near the pump stations that confuse adult salmon during migration. Federal and state fish agencies are seeking to work with landowners to minimize or eliminate these impacts on fisheries.

Natural populations of all chinook salmon races and steelhead trout have declined over the years, causing concern to federal and state biologists. Winter-run chinook salmon was placed on the federal list of threatened species in 1989, and listed as endangered in 1994. In August of 1997, steelhead within the Central California Coast were listed as a federal threatened species. Spring-, fall-, and late fall-run chinook salmon were listed as proposed for threatened status in March 1998.

The downstream migration season for juvenile chinook salmon depends on weather and water temperatures. Some of the migrations periods coincide with the normal season for irrigation water diversion at RD 2035. A summary of the normal upstream and downstream migration seasons of chinook salmon in the Sacramento River is given in Table 2.

Table 2. Migration Seasons of Chinook Salmon, Sacramento River

Species	Upstream Migration of Adults	Downstream Migration of Juveniles
Winter-run chinook salmon	January - April	July - March
Spring-run chinook salmon	April - August	November - February
Fall-run chinook salmon	July - December	January - July
Late fall-run chinook salmon	October - January	April - June

Monitoring and Data Evaluation

During the feasibility study, West Yost and Associates and Montgomery Watson Americas, Inc. will collect and review existing environmental and engineering information necessary for implementation of the project. Meetings will be held with agency personnel to develop design criteria and develop a preferred alternative based on the collected information. These meetings are important since the agencies will eventually have to approve the final design.

Following the feasibility study and design, an Operations and Maintenance (O&M) Plan will be prepared which will include mechanical and biological monitoring to evaluate the effectiveness of the fish screen facility. Following the feasibility study and construction, RD 2035 intends to use standard startup procedures to evaluate mechanical and hydraulic performance of the fish screen facility. A qualified biologist approved by the agencies will conduct a biological performance evaluation prior to startup.

Implementability

Coordination with regulatory and resource agencies during the feasibility study is crucial for the successful completion of the project. Coordination with the agencies will carry over from the feasibility study into the design stage for environmental and permitting work.

The environmental and permitting work will consist of applying and obtaining the permits and environmental clearances required for implementation of the fish screen project. Environmental documentation will be prepared. If the project is to receive federal funding, an Environmental Assessment (EA) will be prepared for the federal lead agency to obtain a Finding of No Significant Impact (FONSI). If the project is to receive state funding, an Initial Study (IS) will be prepared for the state lead agency to obtain a Negative Declaration. If the project is to receive both federal and state funding, an EA/IS will be prepared to obtain a FONSI and a Negative Declaration. In addition to the environmental documentation, the following permits and authorizations given in Table 3 will be secured for the project.

Table 3. Required Permits and Authorizations

Agency/Permit	Applicability	Requirements for Application
U.S. Army Corps of Engineers Section 404 Nationwide and Section 10 Individual Permits	Required when working in natural streams and rivers	<ul style="list-style-type: none"> • Site Plan and Section Drawings • Location Map • CVRWQCB Sect. 401 Water Quality Certification (may be done concurrently) • COE Application 4345 • Environmental Documentation
Central Valley Regional Water Quality Control Board Section 401 Water Quality Certification	Required when working in natural stream and rivers	<ul style="list-style-type: none"> • CEQA Certification • Application Form and Fee • Section 1600 Stream Alteration Agreement or note contact with CDFG
Central Valley Regional Water Quality Control Board NPDES Discharge Permit	Required if construction includes discharge to surface waters	<ul style="list-style-type: none"> • NPDES Application and Fee
California Department of Fish and Game Section 1600 Stream Alteration Permit	Required when natural streambed is to be altered by construction	<ul style="list-style-type: none"> • Environmental Documentation • Application Form and Fee • Project Location Map • Site Plan
California State Reclamation Board Encroachment Permit	Required when construction alters any levees	<ul style="list-style-type: none"> • Permit Application Form • Completed Questionnaire • 4 copies of the Site Plan, Section Drawings, and Location Map • 2 Photos of the Site • Environmental Documentation
State Historic Preservation Officer (SHPO) and National Historic Preservation Section 106 Coordination	Required for construction	<ul style="list-style-type: none"> • Archaeological Inventory Survey and Report
CESA Consultation	Required for construction	<ul style="list-style-type: none"> • State lead agency designated • Threatened and endangered biological review
Endangered Species Act (ESA) Compliance	Required for construction	<ul style="list-style-type: none"> • Federal lead agency designated • Site Visit • Threatened and endangered biological review

COSTS AND SCHEDULE TO IMPLEMENT PROPOSED PROJECT

Budget Costs

Due to the cost of the project and benefits to the Sacramento River aquatic ecosystem, RD 2035 seeks funding from a number of sources, in addition to their financial commitment to the project. All proposed funding sources for the feasibility study are shown in Table 4.

Table 4. RD 2035 Fish Screen Project Feasibility Study Breakdown of Funding

Funding Type (Source)	Funding Amount
RD 2035 (private)	\$15,000
CALFED Category III (Requested)	\$100,000
CVPIA (Requested from federal)	\$100,000 (See para. below)
Total Funding for Feasibility Study	\$115,000

The cost to complete the feasibility study will be \$115,000. \$100,000 is currently being requested from CVPIA and CALFED Category III funding sources. The first funding source that becomes available will be utilized. This is a duplicate request, but only one grant will be accepted. The duplication is being done so the feasibility study can be completed at the earliest date possible. Funds will also be requested for construction following the feasibility study. The cost estimate is broken down in Table 5 into cost categories for personnel, travel, equipment, supplies, and contractual activities.

Table 5. Budget Information - Feasibility Study

Cost Category	Estimate
Personnel	\$80,000
Travel	\$2,000
Equipment	\$5,000
Supplies	\$3,000
Contractual	\$25,000
TOTAL Direct Charges	\$115,000

CALFED funding will be requested to assist in completion of the project following the feasibility study. The total project cost estimated for the remainder of the project is \$4,300,000, about half of which will be requested from CALFED and half requested from federal funds (CVPIA). This total estimated cost includes engineering, environmental and permitting, construction, construction management, and startup.

Schedule Milestones

Schedule milestones include the completion of each major phase of the proposed project, as shown in Table 6. The major project phases are the feasibility study, engineering, environmental permitting, construction, and project startup. After the collection and review of engineering and environmental information, a preliminary engineering report

will be prepared. After the alternatives are developed and a preferred alternative is chosen, a feasibility report will be prepared.

Table 6. Estimated Schedule Milestones

Milestone	Date
Feasibility Study	February, 1999
Engineering and Environmental Permitting	September, 1999
Construction	October, 1999
Project Start-Up	April, 2001

Third Party Impacts

Based on present information available for the proposed project, no third party impacts are anticipated.

APPLICANT QUALIFICATIONS

RD 2035 is managed and operated by a staff capable of operating and maintaining the proposed fish screen facility. The district is managed by a general manager. The general manager is responsible for overall management of diversions and irrigation practices. A watermaster is responsible for the regulating the quantity of flow used by the district, and for regulating use of the water. A wildlife manager is responsible for managing waterfowl and wildlife activities for RD 2035. These managers and their staff currently operate and maintain their large landholding for farming, waterfowl management, wildlife habitat, and nesting fields. They have a vested interest in the ecological health of the Sacramento River and surrounding areas.

COMPLIANCE WITH STANDARD TERMS AND CONDITIONS

Standard Clauses-Contracts with Public Entities: The Standard Clauses-Contracts with Public Entities, Attachment D, Item 1, does not apply to the feasibility study for the RD 2035 Fish Screen Project.

Service and Consultant with Non Public Entities: The Standard Clauses-Service and Consultant with Non Public Entities, Attachment D, Item 2 does not apply to the feasibility study.

Standard Clauses-Interagency Agreements: RD 2035 accepts Attachment D, Item 3, the Standard Clauses-Interagency Agreements.

Public Works: The Standard Clauses- General Conditions for Public Works Contracts, Attachment D, Item 4, does not apply to the feasibility study for the RD 2035 Fish Screen Project.

Insurance Requirements: The Standard Clauses-Insurance Requirements, Attachment D, Item 5, does not apply to the feasibility study for the RD 2035 Fish Screen Project.

Bidders Bond: Attachment D, Item 6 does not apply to the feasibility study for the RD 2035 Fish Screen Project.

Non Discrimination Compliance: The Standard Clauses-Standard California Nondiscrimination Construction Contract Specifications, Attachment D, Item 7 does not apply to the feasibility study.

Certificate of Insurance: RD 2035 is not required to provide the Certificate of Insurance for the feasibility study for the RD 2035 Fish Screen Project, Attachment D, Item 8.

Payment Bond to Accompany Construction Contract: Attachment D, Item 9 does not apply to the feasibility study for the RD 2035 Fish Screen Project.

Non Collusion Affidavit to be Executed by Bidder and Submitted With Bid for Public Works: The Standard Clauses-Non Collusion Affidavit, Attachment D, Item 10 does not apply to the feasibility study.

Small Business Preference: The Small Business Preference does not apply to the feasibility study for the RD 2035 Fish Screen Project.

Proof of Contractor's License: Proof of Contractor's License is not required for the feasibility study for the RD 2035 Fish Screen Project.

Attachment D
Terms and Conditions for State (CALFED) Funds

This section provides contract terms and conditions applicable to contracts issued in this budget category/topic. The specific terms and conditions may vary, depending on the applicant category (State entities, Federal and other public entities, non-profit organizations, and private entities), and the type of project (Public Works/Construction or Services), as identified in Table D-1.

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

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

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

1. **Term of Contract:** The term of the agreement will be dependent on the project and may range from 1 to 3 years. The agreement shall not become effective until fully executed by the parties and approved by CALFED.
2. **Payment Schedule:** No funds will be disbursed by State or NFWF to Contractor without 1) an executed copy of the Contract, (2) receipt of an original invoice with supporting documentation, and (3) receipt and satisfactory completion of deliverables and/or phases of work as set forth in the agreement, including quarterly financial and programmatic reports. Payments shall be in arrears on a monthly basis or after completion of agreed-upon project phases.
3. **Budget Variances:** Variances which exceed ten percent of a project task's approved budgeted amount should have approval in advance, with written explanations of programmatic changes to cover such variances and to remain within the maximum contract amount.
4. **Subcontracts:** Contractors are responsible for all subcontracted work. Subcontract terms and conditions should include all applicable contract terms and conditions as presented herein. Subcontractor agreements require approval by the State or NFWF, unless the subcontract is already a part of the contract agreement. Any amendments to subcontract should be approved by the State or NFWF. In obtaining subcontracts, contractor should obtain at least 3 competitive bids, or comply with the provisions of Government Code 4525 et seq., as applicable, or provide written justification for non-compliance with these requirements.

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

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

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

Agreement No. _____

Exhibit _____

**STANDARD CLAUSES --
CONTRACTS WITH PUBLIC ENTITIES**

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

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

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

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

Audit Clause. The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract. (Government Code Section 10532).

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

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor or grantee may be ineligible for award of any future state contracts if the department determines that any of the following has occurred: (1) the contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees of all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the contractor or grantee may be ineligible for award of any future contracts if the department determines that any of the following has occurred: (1) the contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

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

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

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

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

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

NOTICE. Failure to obtain a payment bond upon presentation of contract for contractor signature shall cause the State to reject the bid.

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

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

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

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

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

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

Agreement No _____

Exhibit _____

**STANDARD CLAUSES -
INSURANCE REQUIREMENTS**

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

The certificate of insurance must include the following provisions:

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

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

INDISCRIMINATION COMPLIANCE STATEMENT

ITEM 7

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

Under the terms of the policy(ies):

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

A) Dated: _____

Insurers Authorized Representative (Signature)

Insurer or Insurance Organization

Address

Phone No.

B) Dated: _____

Insurers Authorized Representative (Signature)

Insurer or Insurance Organization

Address

Phone No.

C) Dated: _____

Insurers Authorized Representative (Signature)

Insurer or Insurance Organization

Address

Phone No.

D) Dated: _____

Insurers Authorized Representative (Signature)

Insurer or Insurance Organization

Address

Phone No.

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

Agreement No. _____

Exhibit _____

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

STATE OF CALIFORNIA)
)ss
COUNTY OF _____)

_____, being first duly sworn, deposes and
(name)
says that he or she is _____ of
(position title)

(the bidder)

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

DATED: _____

By _____
(person signing for bidder)

Subscribed and sworn to before me on

(Notary Public)

(Notarial Seal)