

Proposal Title: Lower Mokelumne River Restoration Program  
 Applicant Name: Woodbridge Irrigation District and City of Lodi  
 Mailing Address: 18777 North Lower Sacramento Road, Woodbridge, CA 95258  
 Telephone: 209/369-6808  
 Fax: 209/369-6823  
 Email: wid2000@softcom.net

Amount of funding requested: \$ 11,916,000 for 3 years

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

- Fish Passage/Fish Screens                       Introduced Species  
 Habitat Restoration                               Fish Management/Hatchery  
 Local Watershed Stewardship                   Environmental Education  
 Water Quality

Does the proposal address a specified Focused Action? \_\_\_\_\_ yes X no

What county or counties is the project located in? San Joaquin

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

- Sacramento River Mainstem                       East Side Trib: Mokelumne River  
 Sacramento Trib: \_\_\_\_\_                       Suisun Marsh and Bay  
 San Joaquin River Mainstem                       North Bay/South Bay: \_\_\_\_\_  
 San Joaquin Trib: \_\_\_\_\_                       Landscape (entire Bay-Delta watershed)  
 Delta: \_\_\_\_\_                                       Other: \_\_\_\_\_

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

- San Joaquin and East-side Delta tributaries fall-run chinook salmon  
 Winter-run chinook salmon                       Spring-run chinook salmon  
 Late-fall run chinook salmon                       Fall-run chinook salmon  
 Delta smelt     Longfin smelt  
 Splittail     Steelhead trout  
 Green sturgeon                                       Striped bass  
 Migratory birds                                       All chinook species  
 Other: \_\_\_\_\_                                       All anadromous salmonids

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

"On the Mokelumne River below Camanche Dam, provide annual supplementation of 1,200 to 2,500 cubic yards of gravel into the active stream channel to maintain quality spawning areas and to replace gravel that is transported downstream." (ERPP, p. 374).

"Maintain mean daily water temperatures at or below levels suitable for all life stages of fall-run chinook salmon and steelhead." (ERPP, p. 376).

"Restore a minimum of 1,240 acres of self-sustaining or managed diverse natural riparian habitat along the Mokolumne River, and protect existing habitat." (ERPP, p. 378).

"Install fish screens representing the best available technology and operational constraints, as necessary, to minimize losses in diversions that limit the recovery of fish populations." (ERPP, p. 380).

"Improve anadromous fish passage at dams and diversion structures." (ERPP, p. 380).

"Reduce predation level on juvenile salmonids below Woodbridge Dam on the lower Mokolumne River." (ERPP, p. 382).

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

By signing below, the applicant declares the following:

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

Anders Christensen, Manager WID  
Printed name of applicant

  
Signature of applicant

## **LOWER MOKELUMNE RIVER RESTORATION PROGRAM**

**Joint Applicants:** Woodbridge Irrigation District (WID) and City of Lodi

**Technical and Financial Contact Person:**

Mr. Anders Christensen, Manager  
Woodbridge Irrigation District  
18777 North Lower Sacramento Road  
Woodbridge, CA 95258  
Telephone: 209/369-6808  
Fax: 209/369-6823  
E-mail: wid2000@softcom.net

**Participants/Collaborators in Implementation:**

Mokelumne River Technical Advisory Committee (TAC)  
East Bay Municipal Utility District (EBMUD)  
Natural Resources Conservation Service  
Jones & Stokes Associates  
Hanson Engineering  
S. P. Cramer & Associates  
Hanson Environmental, Inc.  
Acoustic Research & Technology

**Type of Organization:** Public Agency, tax exempt

**Tax Identification No. and Contractor License No.:**

Woodbridge Irrigation District: Federal Tax ID No. 94-2645849  
State Tax ID No. 698-14085  
City of Lodi: Federal Tax ID No. 94-60000361

**Topic:** Fish Passage/Fish Screens

## EXECUTIVE SUMMARY

This proposal is a revised resubmittal of proposal No. A197 submitted by the sponsors in 1997 and partially funded by CALFED. It has been revised based on information developed during the studies that have been ongoing since that time, and preliminary efforts to design fish passage facilities.

**Project Description.** The Lower Mokelumne River Restoration Program (LMRRP) involves implementing four key elements: **Element 1:** Improve fish passage at Woodbridge Dam, **Element 2:** Improve fish screening, **Element 3:** Enhance spawning gravels, and **Element 4:** Enhance the riparian corridor.

The LMRRP will be implemented entirely within San Joaquin County on the Lower Mokelumne River between Camanche Dam and the Cosumnes River near Thornton with the fish passage work centered on the area immediately affected by Woodbridge Dam (a USGS quad map showing the general project location is attached as Figure 1). To ensure that the project maximizes fisheries improvements, the Mokelumne River TAC, including individuals from NMFS, FWS, DFG, and BOR, has been and will continue to be involved in all aspects of program design, development, and implementation.

**Primary Biological/Ecological Qualifications.** The LMRRP, in conjunction with implementation of the Lower Mokelumne Project Joint Settlement Agreement, the Lower Mokelumne River Stewardship Program, the ACOE Lower Mokelumne River Feasibility Study, and the ACOE Lower Cosumnes River Feasibility Study, will make substantial progress toward implementing CALFED's ERP vision for the Lower Mokelumne River, and ultimately the restoration of the Bay-Delta.

Taken together, these projects address all of the high priority stressors identified in the Ecosystem Restoration Program Plan, Volume 2 - Ecological Management Zone Visions (ERPP) (February 1999) for the Lower Mokelumne River watershed, including fish passage, fish screening, ecosystem restoration, sediment transport, water quality, flow, and hatchery improvements. In addition, they address levee integrity/ flood control on the lower Mokelumne River, and help to protect the water supply for users of Mokelumne River water by reducing conflicts with endangered anadromous fish species. The goal of the LMRRP is to eliminate or reduce the primary nonflow stressors on anadromous fish in the Lower Mokelumne River, as identified in the ERPP and the Strategic Plan for Ecosystem Restoration (Strategic Plan) (February 1999).

The target species are two anadromous fish species identified as Priority Group 1 in the Strategic Plan (Table 5-1)—fall-run chinook salmon and Central Valley steelhead. The key stressors are inadequate coarse sediment supply, stream temperatures, inadequate riparian and riverine aquatic habitats, entrainment in water diversions, barriers to migration such as dams and other structures, and predation and competition from other fish species.

**Costs.** Portions of the LMRRP have already been funded by other sources. Element 3 has been funded for 3 years by EBMUD, FWS, and DFG. Funding for a portion of Element 2 is being sought from the FWS Anadromous Fish Restoration Program (AFRP) program.

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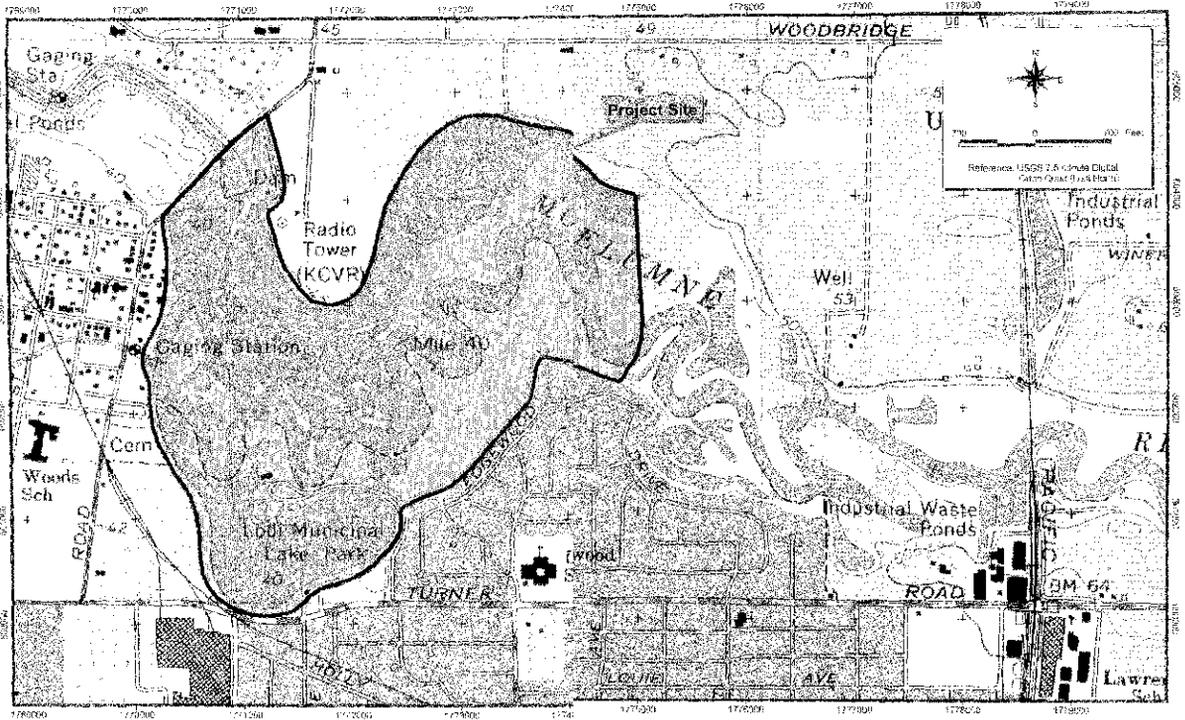


Figure J  
Location of Lower Meherrime River  
Restoration Program

1-013099

**Adverse and Third-Party Impacts.** The LMRRP is not expected to result in any unmitigable direct impacts or any third-party impacts.

**Applicant Qualifications.** The team for this proposal is identical to the team accomplishing the design and environmental compliance work previously supported by CALFED. WID and the City of Lodi intend to use the same subcontractors as are working on grant No. A197 to perform the work specified in this program. This team was chosen for its unsurpassed experience and knowledge regarding the natural resources of the Lower Mokelumne River and its ability to most successfully implement this critically important program. This team includes: Jones & Stokes Associates (environmental compliance and permitting), Hanson Engineering (dam and fish screen design), S. P. Cramer & Associates (fish passage facilities design), Hanson Environmental, Inc. (fisheries analysis support), and Acoustic Research & Technology (sonar-based monitoring).

**Monitoring and Data Evaluation.** As the principal goal of the LMRRP is improvement of anadromous fish populations, monitoring will focus on changes in anadromous fisheries populations. This proposal includes a request for funding for evaluation of a sonar-based fish counting system to provide baseline data on fish populations, against which changes due to project implementation can be measured.

**Local Support/Coordination with Other Programs.** The LMRRP is supported by San Joaquin Council of Governments (COG), EBMUD, The Nature Conservancy (TNC), San Joaquin Resource Conservation District (RCD), South Sacramento RCD, Sloughhouse RCD, Florin RCD, Sacramento Area Flood Control Agency (SAFCA), California Cattleman's Association, California Rangeland Trust. Letters of support from some of these agencies are shown in Figures 2-4.

Our subcontractor, Jones & Stokes Associates is also participating in the ACOE Feasibility Study for the Lower Mokelumne River. A separate grant application under the Local Watershed Stewardship topic area is being prepared by a partnership of the San Joaquin RCD, the Sacramento RCD, and the San Joaquin COG to provide coordination and facilitation services for all projects on the lower Mokelumne River.

**Compatibility with CALFED Objectives.** The LMRRP is consistent with CALFED's ecosystem restoration objectives, as all of the major nonflow stressors identified in the ERPP are addressed in the program. No third-party impacts are anticipated.



April 7, 1999

Mr. Anders Christensen  
 Manager  
 Woodbridge Irrigation District  
 18777 North Lower Sacramento Road  
 Woodbridge, CA 95258

Mr. Dwight Dauber  
 City of Lodi Parks and Recreation Dept.  
 125 North Stockton Street  
 Lodi, CA 95240

Gentlemen:

The San Joaquin Council of Governments appreciates the opportunity to review your joint proposal for continuation and completion of the Lower Mokelumne River Restoration Program. San Joaquin COG is very supportive of the proposal and agrees that program will result in substantial benefits to anadromous fisheries production, aquatic habitats and riparian ecosystem integrity and diversity in our region.

The CALFED Bay-Delta Program's draft strategic plan for ecosystem restoration has identified several opportunities for river restoration in our region. Many of these opportunities are currently being pursued in the lower Mokelumne and Cosumnes rivers, including: the Army Corps of Engineers evaluation of ecosystem restoration and non-traditional flood damage; the San Joaquin Resource Conservation District's Lower Mokelumne Stewardship Program; The Nature Conservancy's management activities at the Cosumnes Preserve; and East Bay Municipal Utilities District's Lower Mokelumne habitat restoration efforts. These programs, when fully implemented, will provide substantial progress toward restoring the Sacramento-San Joaquin Bay-Delta ecosystem, as well as providing great benefits to the residents of Sacramento and San Joaquin counties.

Your program is critical to the success of all of our efforts on the Mokelumne and Cosumnes rivers, and forms an integral portion of the overall process to recover the ecosystem and support stable, self-sustaining populations of fish and wildlife species.

I offer the full support and cooperation of San Joaquin COG, and encourage other stakeholders in lower Mokelumne River region to support your efforts.

Sincerely,

  
 JULIA E. GREENE  
 Executive Director



DENNIS M. DIEMER  
GENERAL MANAGER

April 15, 1999

Mr. Anders Christensen  
Manager  
Woodbridge Irrigation District  
18777 North Lower Sacramento Road  
Woodbridge, CA 95258

Dear Mr. Christensen:

Thank you very much for the opportunity to review your joint proposal for continuation and completion of the Lower Mokelumne River Restoration Program. The District is very supportive of the proposal and agrees that the program will result in substantial benefits to anadromous fisheries, aquatic habitats and riparian ecosystem integrity and diversity.

Sincerely,

A handwritten signature in cursive script that reads 'Dennis M. Diemer'.

Dennis M. Diemer

375 ELEVENTH STREET - OAKLAND, CA 94607-4240 - (510) 287-9101  
BOARD OF DIRECTORS: JOHN A. COLEMAN - KATY POLAKES - LEGA R. MCINTOSH  
FRANK MELLON - WILLIAM B. PATTERSON - DAVID RICHARDSON - DANNY W. WAN



DENNIS M. DIEMER  
GENERAL MANAGER

April 15, 1999

Mr. Dwight Dauber  
City of Lodi  
125 North Stockton Street  
Lodi, CA 95240

Dear Mr. Dauber:

Thank you very much for the opportunity to review your joint proposal for continuation and completion of the Lower Mokelumne River Restoration Program. The District is very supportive of the proposal and agrees that the program will result in substantial benefits to anadromous fisheries, aquatic habitats and riparian ecosystem integrity and diversity.

Sincerely,

A handwritten signature in cursive script that reads 'Dennis M. Diemer'.

Dennis M. Diemer

## PROJECT DESCRIPTION

**Proposed Scope of Work.** The LMRRP involves implementing four key restoration elements in the Lower Mokelumne River: **Element 1:** Improve fish passage at Woodbridge Dam, **Element 2:** Improve fish screening, **Element 3:** Enhance spawning gravels, and **Element 4:** Enhance riparian corridor.

This comprehensive approach to ecosystem restoration involves actions to minimize or eliminate the key stressors identified by ERP for the Mokelumne River ecosystem. Most of these actions will be implemented by public agencies. Riparian corridor enhancement will be implemented by public agencies through cooperative/collaborative partnerships between public agencies and willing landowners. This program, in conjunction with implementation of the Lower Mokelumne Project Joint Settlement Agreement, the lower Mokelumne River Stewardship Program, and the ACOE Feasibility Study, will make substantial progress toward implementing CALFED's ERP vision for the Lower Mokelumne River, and ultimately the restoration of the Bay-Delta. Project phasing is shown in Table 1.

**Element 1: Improve Fish Passage at Woodbridge Dam.** This element involves improving fish passage for both upstream and downstream-migrating anadromous fish at Woodbridge Dam. Five alternatives are being analyzed in an EIR/EIS being prepared by the LMRRP team, with a decision expected in fall 1999. This application is based on the Applicants' Proposed Project which involves removing Woodbridge Dam and constructing an adjustable weir dam immediately upstream.

This dam will include remotely operable Obermeyer gates, a downstream hydraulic control system to manage tailwater elevations at the entrances to the fish ladders. The ability of the weir dam to pass flows and sediment based on ecological needs downstream is critical to the restoration efforts being planned or conducted by various agencies and groups in the lower Mokelumne and Cosumnes Rivers. The new dam will be the same height as the old dam. New low-level outlet gates will allow cooler water from the lower elevations of the lake to be released below the dam. These outlets will be integrated into the new fish ladder and will be designed to allow up to 800 cubic feet per second (cfs) to be released at the entrance to the fish ladder to provide improved attraction flows. Water will be drawn from the deepest part of the river channel. The discharge of water would be controlled by hydraulically operated slide gates.

This element also involves constructing new state-of-the-art fish passage facilities for upstream-migrating anadromous fish, including a fish collection area with improved design to attract fish to the ladder, a fish ladder that operates when the water level in the lake is low, a fish ladder that operates when the water level in the lake is high, a fish-counting station and visitor viewing area, and an adult fish trap.

Improvements to fish passage facilities for downstream-migrating anadromous fish will include the ability to transport fish from the fish screen to one of several alternative locations below the dam to reduce predation, a smolt trap and marking facility near the upper end of the fish ladder, and a fish laboratory to conduct research and evaluate both adult fish and smolts. The laboratory will be used by the fisheries management agencies to monitor and manage fish production on the Mokelumne

Table 1. Phasing of LMRP Planning and Implementation

Element	Funding Status	Schedule	Deliverables
<b>1. Improve Fish Passage at Woodbridge Dam</b>			
Environmental compliance and permitting	Funded	EIR/EIS complete fall 1999, permitting complete spring 2000	Draft and final EIR/FIS and permits
Design of facilities	Funded	Completion due spring 2000	Final design drawings of new dam and fish passage facilities
Construction	Proposed for funding in fall 1999	Proposed completion in 2002 (if funded in fall 1999)	As-built construction documents and Certificate of Completion and Compliance
Sonar-based juvenile monitoring	Proposed for funding in summer 1999	Proposed completion in summer 2001 (if funded in summer 1999)	Report on effectiveness of sonar-based monitoring, and monitoring data
<b>2. Improve Fish Screening</b>			
Environmental compliance and permitting for WID screen	Funded	EIR/EIS complete fall 1999, permitting complete spring 2000	Draft and final EIR/EIS and permits
Design of WID fish screen	Proposed for funding in fall 1999	Proposed completion in spring 2000 (if funded in summer 1999)	Final design drawings of new dam and fish passage facilities
Construction of WID fish screen	Proposed for funding in fall 1999	Proposed completion in 2002 (if funded in fall 1999)	As-built construction documents and Certificate of Completion and Compliance
Riparian diversion fish screen prioritization study	Proposed for funding in summer 1999	Proposed completion fall 2001 (if funded in summer 1999)	Screening prioritization recommendations. Baseline data for project implementation
Riparian diversion fish screen design	Unfunded	Pending completion of ACOE Feasibility Study	N/A
Riparian diversion fish screen implementation	Unfunded	Pending completion of ACOE Feasibility Study	N/A
<b>3. Enhance Spawning Gravels</b>			
Environmental documentation, permitting, design, and implementation	Funded by EBMUD, DFG, and FWS	Complete in year 2000	N/A
<b>4. Enhance Riparian Corridor</b>			
Environmental documentation, permitting, design, and implementation	Unfunded	Pending completion of ACOE Feasibility Study	N/A

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1-013105

River. A team of experts from DFG, NMFS, FWS, BOR, and private consultants has been formed to assist in the design of the fish passage facilities.

A predator-isolation berm will be constructed east to west across the channel that connects the river to Lodi Park Lake (the kidney-shaped water body). The berm will be constructed of earth and will include a screened and gated culvert that allows water, but not fish, to pass through. This berm will isolate the lake from the river because the lake provides the habitat most advantageous to predators. By keeping the predators in the lake, predation on native anadromous fish and straying into the lake by upstream-migrating fish is expected to be eliminated.

*We are requesting immediate funding for a pilot sonar-based monitoring program.* This element also includes sonar-based monitoring equipment for counting migrating adult and juvenile salmonids. This will be a 2-year program to evaluate the accuracy of counts of juvenile anadromous fish using the sonar-based system and comparing them to existing counting methods (screw traps, carcass counts, video monitoring). During the first year, we are proposing to train staff and obtain, install, and test this equipment to provide statistically defensible estimates of the abundance of juvenile outmigrants under preproject conditions. We will use Paul Skvore of Acoustic Research & Technology, experts in the field, to train project staff on how to operate and calibrate the equipment. To minimize costs, we will attempt to share resources and information with the team evaluating this equipment on the Merced River.

**Element 2: Improve Fish Screening.** The first phase of this element involves the construction of a new state-of-the-art fish screen at the Woodbridge diversion. This diversion may remain at its existing location in front of Woodbridge Canal, but the feasibility of moving the screen closer to the dam also will be analyzed. If technically feasible, moving the diversion near the dam would provide tremendous benefits to downstream-migrating juvenile salmonids by eliminating the need for transporting fish through a bypass pipe, improving the flow of water through Lodi Lake to the fish ladders, and improving the effectiveness of the fish screens. The diversion at either location will be fitted with a screen that meets current DFG and NMFS standards.

The second phase of this element involves the installation of state-of-the-art fish screens on currently unscreened or inadequately screened riparian diversions on the lower Mokelumne River between Camanche Dam and its confluence with the Cosumnes River near Thornton. EBMUD has identified 59 seasonally active riparian diversions in this portion of the river, ranging in capacity from 0.4 to 10.0 cfs, and totaling approximately 178 cfs.

*We are requesting immediate funding for the design of the Woodbridge fish screen.* The fish screen at Woodbridge Canal is connected both physically and functionally to the fish passage facilities at the dam. Downstream migrating anadromous fish which are drawn to the screen are directed into a bypass pipe that transports them to and through the dam. A team of experts from NMFS, FWS, DFG, and BOR is being brought together to assist in the design of the fish passage facilities at Woodbridge Dam. Funding the design of the Woodbridge fish screen now will allow this team to participate in the design of both the fish passage and fish screen elements at Woodbridge Dam at the same time. This will allow us to utilize the time and expertise of this team most efficiently and will ensure that these two elements are designed to be completely compatible.

*We are requesting immediate funding for a riparian diversion fish screen study.* The initial task will be a study to prioritize the screening of riparian diversions based on the benefits to fish that will come from screening them. For each diversion site, the study will assess the rate and timing of diversions, and the location of the diversion relative to fish habitats. Entrainment studies will be conducted for a representative sample of these diversions to confirm the prioritization criteria and to provide a monitoring baseline for future screening construction projects. This study will feed into the ACOE Lower Mokelumne River Feasibility Study, as a factor that could influence where habitat restoration, diversion consolidation, or construction of setback levees should occur. However, in the interest of minimizing costs, any further work on riparian diversions will await the decisions of the Feasibility Study about where restoration and flood control actions will occur.

**Element 3: Enhance Spawning Gravels.** Element 3 of the LMRRP has been fully funded for 3 years by EBMUD, FWS, and DFG. It involves the mechanical placement of approximately 1,250 cubic yards of washed river gravel (25-300 mm diameter) each year at various sites along the Mokelumne River between Camanche Dam and the Woodbridge Dam. **No additional funds are being requested for this element.**

**Element 4: Enhance Riparian Corridor.** This element involves restoring riparian vegetation along the Mokelumne River to provide shaded riverine aquatic habitat for fish, reduce instream water temperatures, increase food production for fish, and to serve as a barrier between sensitive riparian areas and adjacent land uses. As with the riparian fish screen element, implementation of this element is being postponed pending completion of the ACOE Lower Mokelumne River Feasibility Study. We believe that the restoration goals of the LMRRP will be best served by coordinating our efforts with those of ACOE. **No funds are being requested for this element at this time.**

**Location and/or Geographic Boundaries of the Project.** The program will be implemented entirely within San Joaquin County on the Lower Mokelumne River between Camanche Dam and the Cosumnes River near Thornton, with the fish passage work centered on the area immediately affected by Woodbridge Dam (Figure 1). Diversion screening and riparian restoration work will be done throughout the length of the Mokelumne River project area. The program site is located in the Mokelumne River Ecological unit of the Eastside Delta Tributaries Ecological Zone, as defined in the ERPP.

## ECOLOGICAL/BIOLOGICAL BENEFITS

**Ecological/Biological Objectives.** The goal of the LMRRP is to eliminate or reduce the primary nonflow stressors on anadromous fish in the Lower Mokelumne River, as identified in the Strategic Plan.

The target species are two anadromous fish species identified as Priority Group 1 in the Strategic Plan (Table 5-1)—fall-run chinook salmon and Central Valley steelhead. The key stressors are: inadequate coarse sediment supply, stream temperatures, inadequate riparian and riverine aquatic habitats, entrainment in water diversions, barriers to migration such as dams and other structures, and predation and competition from other fish species. The ERPP contains targets and programmatic actions related to each of these stressors for the Mokelumne River. These targets and actions, and the manner each is addressed by the LMRRP are discussed below.

**Coarse Sediment Supply.** *On the Mokelumne River below Camanche Dam, provide annual supplementation of 1,200 to 2,500 cubic yards of gravel into the active stream channel to maintain quality spawning areas and to replace gravel that is transported downstream.* (ERPP, p. 374).

Element 3 of the LMRRP implements this target. It has been funded separately by the AFRP with implementation already underway.

**Stream Temperatures.** *Maintain mean daily water temperatures at or below levels suitable for all life stages of fall-run chinook salmon and steelhead.* (ERPP, p. 376).

*Create Flow and Temperature Regimes in Regulated Rivers That Favor Native Aquatic Species.* (Strategic Plan, Table 5-1, Goal 2).

Element 1 of the LMRRP contains actions to capitalize on temperature stratification that occurs in Lodi Lake during the summer months to provide cooler water downstream of the Woodbridge Dam and warmer water to the Woodbridge diversion. These actions, include the construction of a low-level outlet gate at Woodbridge Dam, and construction of a stratification sill in front of the Woodbridge Canal.

**Riparian and Riverine Aquatic Habitats.** *Restore a minimum of 1,240 acres of self-sustaining or managed diverse natural riparian habitat along the Mokelumne River, and protect existing habitat.* (ERPP, p. 378).

*Increase the area of riparian and riverine aquatic habitat as an integral component of restoring large expanses of all major historical habitat types...* (Strategic Plan, Table 5-1).

Element 4 of the LMRRP includes the restoration of riparian habitat on the lower Mokelumne River, in coordination with other restoration efforts on this river segment.

**Entrainment in Water Diversions.** *Install fish screens representing the best available technology and operational constraints, as necessary, to minimize losses in diversions that limit the recovery of fish populations.* (ERPP, p. 380).

Element 2 of the LMRRP includes replacing the existing fish screen at Woodbridge Canal with a new state-of-the-art screen and screening riparian diversion fish screens on a voluntary basis.

**Dams and Other Structures.** *Improve anadromous fish passage at dams and diversion structures.* (ERPP, p. 380).

*Remove Barriers to Anadromous Fish Migration Where Possible.* (Strategic Plan, p. 44).

Element 1 of the LMRRP implements improvements to Woodbridge Dam to improve fish passage at the dam. Improvements include a new state-of-the-art fish ladder and replacement of the fish bypass pipe from the fish screen to the dam. Relocation of the Woodbridge diversion to a position near the dam will also have substantial benefits to outmigrating juvenile salmonids by improving bypass flows at the screen, eliminating the need for a bypass pipe, and improving flow conditions in the river to direct fish to the ladder facilities.

**Predation and Competition.** *Reduce predation level on juvenile salmonids below Woodbridge Dam on the lower Mokelumne River.* (ERPP, p. 382).

Element 1 of the LMRRP addresses predation by designing the dam to reduce predator habitat downstream of the dam, by designing the fish passage facilities to allow downstream migrants to be distributed at several locations below the dam, and by constructing a predator isolation berm between Lodi Park Lake and the river channel.

**Linkages.** This proposal is a resubmittal of proposal No. A197 submitted by the sponsors in 1997 and partially funded by CALFED. It has been revised based on new information developed during the studies that have been ongoing since that time, including a preliminary assessment of fish passage alternatives, work on the EIR/EIS for fish passage and fish screen improvements at Woodbridge Dam, and preliminary efforts at fish passage facility design. It has also been modified in response to other restoration planning activities taking place on the lower Mokelumne River.

As indicated in Table 4 under "Cost" below, portions of the program have already been funded by other sources. Element 3 has been funded for 3 years by EBMUD, FWS, and DFG. Further, because habitat restoration along the Lower Mokelumne River is being studied in several other programs (see Table 2, below), Element 4 is being deferred by the sponsors of this project to allow coordination with these other projects.

**System-Wide Ecosystem Benefits.** The LMRRP is one of several programs being undertaken in the lower Mokelumne River watershed. These programs, as well as the stressors they address are shown in Table 2.

**Table 2. Ecosystem Restoration Programs on the Lower Mokelumne River**

Program	Stressors Addressed
Lower Mokelumne River Restoration Program	Fish passage, fish screening, ecosystem restoration
FERC Joint Settlement Agreement Partnership	Flow, hatchery improvements, water quality, ecosystem restoration
Lower Mokelumne River Stewardship Program	Ecosystem restoration, ecosystem monitoring, farm stewardship program
ACOE Lower Mokelumne River Feasibility Study	Ecosystem restoration, flood control

Taken together, these programs address all of the high priority stressors identified in the ERPP for the Lower Mokelumne River watershed, including fish passage, fish screening, ecosystem restoration, water quality, flow, and hatchery improvements. The Mokelumne/Cosumnes Rivers Coordination Program is being proposed by the San Joaquin COG and others to avoid duplication of effort and ensure that all of these efforts are undertaken in an efficient and coordinated manner.

**Compatibility with Non-Ecosystem Objectives.** The LMRRP provides substantial ecosystem benefits. It also reduces conflicts between water diversions and endangered anadromous fish species thus improving water supply reliability for these diverters. It does not conflict with any of the other CALFED programs.

No third-party impacts are anticipated for the LMRRP.

## TECHNICAL FEASIBILITY AND TIMING

In a previous funding round, CALFED funded environmental compliance and permitting for the fish passage element of the LMRKP and a portion of the fish screening element. Work on an EIR/EIS covering these portions of the LMRKP is under preparation. The current schedule calls for the draft EIR/EIS to be circulated in summer 1999, and completion of the final EIR/EIS in fall 1999. Prior to beginning the EIR/EIS, a Preliminary Alternatives Assessment Report was prepared, documenting a preliminary analysis of 14 fish passage alternatives. This report, supported by the Mokelumne River TAC Work Group, recommended five alternatives that are being analyzed in the EIR/EIS.

In addition to CEQA and NEPA compliance, the following compliance requirements are anticipated:

- an individual Clean Water Act Section 404 permit (preapplication coordination with the ACOE has already begun),
- federal and state Endangered Species Act consultation (to begin soon),
- DFG Streambed Alteration Agreement (following completion of EIR/EIS),
- National Historic Preservation Act Section 106 compliance (begun),
- Clean Water Act Section 401 compliance (following completion of EIR/EIS),
- Waste Discharge Requirements/NPDES permits (following completion of EIR/EIS),
- State Lands Commission Land Use Lease (pursuing exemption), and
- Division of Dam Safety Certificate of approval to repair or alter a dam or reservoir (following completion of final design).

## MONITORING AND DATA COLLECTION METHODOLOGY

**Biological/Ecological Objectives.** The LMRRP is designed to achieve the following biological/ecological objectives:

- improve fish passage in the vicinity of Woodbridge Dam,
- decrease losses of downstream migrating salmonids at the Woodbridge diversion,
- increase the quantity and quality of riparian habitat in the Lower Mokelumne River, and
- reduce losses of downstream migrating juvenile salmonids at unscreened or underscreened riparian diversions

**Monitoring Parameters and Data Collection Approach.** With the exception of the proposed evaluation of sonar-based counting equipment, the monitoring and data evaluation for the LMRRP will be conducted and funded completely by EBMUD. EBMUD's ongoing monitoring program includes monitoring of the four proposed elements and will provide extensive preproject data that are typically lacking in most programs. EBMUD's monitoring program will begin within 3 months of project funding by CALFED and will be ongoing to measure the affects of project actions on target species.

The applicants are requesting CALFED to immediately fund the purchase of sonar-based monitoring equipment and a 2-year evaluation of this equipment.

The monitoring program will:

- measure daily abundance and population composition of downstream migrating fall-run chinook salmon and steelhead at Woodbridge Dam using a sonar-based automatic counting system;
- measure daily abundance and population composition of upstream migrating fall-run chinook salmon and steelhead at Woodbridge Dam;
- monitor spawning reach substrate characteristics, including channel configuration and gradient; substrate size; intergravel permeability, dissolved oxygen content, and temperature; and macroinvertebrate community structure;
- monitor riparian vegetation communities in the Lower Mokelumne River by evaluating riparian regeneration and restoration success.

**Data Evaluation Approach.** The LMRRP is still evaluating fish passage and fish screen alternatives, so a detailed description of our data evaluation approach is not yet available. An overview of our approach is provided in Table 3.

Existing fish counts and other data are currently being collected by EBMUD.

Table 3. Initial Monitoring Report for Lower Mokelumne River Restoration Program

Hypothesis/Question to be Evaluated	Monitoring Parameter(s) and Data Collection Approach	Data Evaluation Approach	Comments/Data Priority
<b>Biological/Ecological Objective:</b> Improve fish passage in the vicinity of Woodbridge Dam			
Will the proposed fish passage enhancements improve the survival of upstream and downstream migrating salmonids?	Measure daily abundance and population composition of upstream and downstream migrating fall-run chinook salmon and steelhead at Woodbridge Dam.	Compare fish survival and migration rates before and after implementation or against desired performance standard.	None.
Will the predator controls below the dam reduce loss of juvenile salmonids to predation?	Assess predator densities and consumption rates before and after implementation using direct observation and angling, and stomach content analysis.	Compare predator densities and estimated consumption rates before and after implementation, or against desired performance standard.	This is a fairly minor element of the project.
Will the predator isolation barrier reduce predation on juvenile salmonids?	No evaluation proposed.	None.	This is a fairly minor element of the project.
Will the stratification sill improve temperatures downstream of Woodbridge Dam?	Use permanent temperature monitors to measure water temperature at the canal entrance and below the dam over the course of the irrigation season.	Substantial differences in water temperatures at these two locations indicate that the sill is providing temperature benefits.	None.

Note: CALFED has provided funding for both design and environmental clearance for this element of the LMRRP.

<b>Biological/Ecological Objective:</b> Decrease losses of downstream migrating salmonids at the Woodbridge diversion			
Will the proposed fish screen enhancements improve the survival of downstream migrating salmonids?	Measure daily abundance and population composition of downstream migrating fall-run chinook salmon and steelhead at Woodbridge Dam.	Compare estimates of migration rates before and after implementation or against desired performance standard.	None.

Note: Environmental clearance, but not design of the element of the LMRRP, has been funded by CALFED.

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Table 3. Initial Monitoring Report for Lower Mokolunne River Restoration Program—continued

Hypothesis/Question to be Evaluated	Monitoring Parameter(s) and Data Collection Approach	Data Evaluation Approach	Comments/Data Priority
<b>Biological/Ecological Objective:</b> Increase the quantity and quality of riparian habitat in the Lower Mokolunne River			
Will riparian habitat restoration increase fish and wildlife use of near-river habitats by increasing the quantity and quality of shaded riverine and riparian habitat?	Use aerial photographs to measure the aerial extent of riparian vegetation both before and after the project. Conduct annual spring fish surveys both before and after project implementation to quantify fish usage of restored areas.	Compare fish usage of near-shore areas before and after implementation.	This is a very difficult question to answer because of restrictions on the surveying of endangered species. Our expectations is that fall-run chinook and steelhead will be listed this fall.
Will riparian habitat restoration increase fish survival by reducing temperatures in the Lower Mokolunne River?	None.	None.	Measuring the effects of riparian vegetation on water temperatures is very difficult. Therefore, we are planning on relying on developing a well-calibrated model which can predict the effects of shading on temperatures.

Note: This element of the LMRRP has not yet been funded by CALFED and is being addressed programmatically in the EIR/EIS.

<b>Biological/Ecological Objective:</b> Reduce losses of downstream migrating juvenile salmonids at unscreened or underscreened riparian diversions			
How much reduction in losses of juvenile salmonids will the new fish screens on riparian diversions provide?	Measure daily abundance and population composition downstream migrating fall-run chinook salmon and steelhead at Woodbridge Dam.	Compare survival rates and entrainment losses before and after implementation, or against desired performance standard.	None.

Note: This element of the LMRRP has not yet been funded by CALFED and is being addressed programmatically in the EIR/EIS.

I-013114

I-013114

## LOCAL INVOLVEMENT

**Local Support.** The LMRRP is supported by COG, EBMUD, TNC, San Joaquin RCD, South Sacramento RCD, Sloughhouse RCD, Florin RCD, SAFCA, California Cattleman's Association, and California Rangeland Trust. Letters of support from some of these agencies are shown in Figures 2-4.

In addition, letters notifying the San Joaquin County Board of Supervisors and Planning Department of this project are attached as Figures 5-6.

**Local Groups Contacted.** During the scoping for the EIR/EIS being prepared for the LMRRP, considerable effort was made to notify and obtain input from local groups. The CEQA Notice of Preparation was published in the *Lodi News-Sentinel*, and copies were mailed to over 170 individuals, organizations, and agencies. In addition, a public hearing was held in the City of Lodi and both verbal and written comments were received. Among those interested local groups that have been contacted are:

- Committee to Save the Mokelumne River
- California Sportfishing Protection Alliance
- Delta Protection Commission
- California State Lands Commission
- California Native Plant Society, Lodi Branch
- Rivergate Mokelumne Homeowners Association
- Friends of Lodi Lake

**Adjacent or Affected Land Owners Contacted.** All work will be conducted on land owned by WID and the City of Lodi. Adjacent landowners will be contacted as part of the ACOE Clean Water Act Section 404 permit process.

**Public Outreach Plan.** In addition to the public outreach activities described above, public hearings will be conducted after the draft EIR/EIS is published, and when the final EIR/EIS is adopted. WID has been informing its customers of progress on the project through its newsletter. Also, WID will participate in the Mokelumne/Cosumnes Rivers Coordination Program if it is funded, and this program includes an extensive public involvement program.

**Property Access Permission.** No permission is required for implementing Element 1 of the LMRRP, since all activity will take place on lands owned by the State Lands Commission, WID, and the City of Lodi. Element 2 may involve activity on North San Joaquin Water Conservation District (NSJWCD) property, but they have indicated support for the project. All aspects of the LMRRP are to be undertaken in a cooperative basis with landowners. Before construction of any element of the LMRRP which is on private land or could impact private landowners is undertaken, a public outreach will be undertaken to involve these landowners in the decision process.

**Third-Party Impacts.** There are no third-party impacts associated with implementation of the LMRRP.

DIRECTOR  
WILLIAM STOKES  
PRESIDENT  
BO LUCCHESE  
VICE PRESIDENT  
ADAM VAN EXEL  
JOE GOTTIA, JR.  
BILL SHINN

**WOODBIDGE IRRIGATION DISTRICT**

16777 N. LOWER SACRAMENTO ROAD  
WOODBIDGE, CALIFORNIA 98258  
(209) 369-8808  
FAX: 369-8823

ANDERS CHRISTENSEN  
MANAGER  
SECRETARY/TREASURER  
JIM SHULTS  
SUPERINTENDENT

April 7, 1999

San Joaquin County Comm. Dev. Dept.  
Planning Division  
1810 East Hazelton Avenue  
Stockton, CA 95205

Dear Sirs:

This letter is to notify the San Joaquin County Community Development Department Planning Division of our intent to file an application for funding to CALFED for Ecosystem Restoration Projects and Programs Grants under the Category III. The Woodbridge Irrigation District and the City of Lodi are joint sponsors of the Lower Mokelumne River Restoration Program (LMRRP) and were recipients of a \$1,575,000 grant for ecosystem improvements to the lower Mokelumne River. The project proposes to make fish passage improvements at Woodbridge dam, build a state of the art fish screen and screening of un-screened diversions, riparian reforestation, and spawning gravel improvements. CALFED chose to fund the environmental clearance and permitting and complete the final design of fish passage improvements at Woodbridge Dam. Also authorized was environmental permitting and clearances for the fish screens for the North San Joaquin Water Conservation District. Funds are currently being expended for an EIR/EIS and design work on the Dam.

Not funded in the first round was the final design for the fish screen at Woodbridge Dam and the construction funds needed to complete all the aforementioned project elements. Woodbridge and the City of Lodi are again seeking funding to meet this need. The design of the fish screen at WID's canal and the other fish passage improvements at WID's dam must be integrated and cannot be considered separately. Additionally, CALFED will not have another grant solicitation for approximately two years and funds for construction will also be needed in the fall of year 2000 in order for the project to remain on schedule. Approximately \$12 million will be needed to complete the project. The LMRRP is an important part of the CALFED Ecosystem Restoration Plan (ERP) and our efforts are supported and coordinated with numerous Federal, State, District, and Local Agencies and environmental groups who are stakeholders in Delta.

SJCO Com. Dev. Dept., Plan. Div.

April 7, 1999

Page 2

The San Joaquin County Board of Supervisors have provided our project strong support with the initial funding effort. A broad array of Federal, State resource agencies, environmental, and local groups continue to support this project. Woodbridge is also coordinating its efforts with other CALFED projects on the Mokelumne and Consumnes River. We hope that this support will continue through the design and construction of the project in an effort to improve fish passage conditions and habitat on the Mokelumne River.

Very Truly Yours,



Anders Christensen,  
Project Manager

Figure 6

**WOODBIDGE IRRIGATION DISTRICT**

18777 N. LOWER SACRAMENTO ROAD  
WOODBIDGE, CALIFORNIA 98288  
(209) 388-8808  
FAX: 388-8883

MEMBERS  
WILLIAM STOKES  
PRESIDENT  
ED LUCCHESI  
VICE PRESIDENT  
ADAM VAN EXEL  
JOE COTTA, JR.  
BILL SMITH

ANDERS CHRISTENSEN  
MANAGER  
SECRETARY/TREASURER  
JIM BHULTS  
SUPERINTENDENT

April 7, 1999

Robert Cabral, Chairman  
San Joaquin County Board of Supervisors  
222 E Weber Av  
Stockton, CA 95202

Dear Chairman Cabral,

This letter is to notify the Board of Supervisors of our intent to file an application for funding to CALFED for Ecosystem Restoration Projects and Programs Grants under the Category III. The Woodbridge Irrigation District and the City of Lodi are joint sponsors of the Lower Mokelumne River Restoration Program(LMRRP) and were recipients of a \$1,575,000 grant for ecosystem improvements to the lower Mokelumne River. The project proposes to make fish passage improvements at Woodbridge dam, build a state of the art fish screen and screening of un-screened diversions, riparian reforestation, and spawning gravel improvements. CALFED chose to fund the environmental clearance and permitting and complete the final design of fish passage improvements at Woodbridge Dam. Also authorized was environmental permitting and clearances for the fish screens for the North San Joaquin Water Conservation District. Funds are currently being expended for an EIR/EIS and design work on the Dam.

Not funded in the first round was the final design for the fish screen at Woodbridge Dam and the construction funds needed to complete all the aforementioned project elements. Woodbridge and the City of Lodi are again seeking funding to meet this need. The design of the fish screen at WID's canal and the other fish passage improvements at WID's dam must be integrated and cannot be considered separately. Additionally, CALFED will not have another grant solicitation for approximately two years and funds for construction will also be needed in the fall of year 2000 in order for the project to remain on schedule. Approximately \$12 million will be needed to complete the project. The LMRRP is an important part of the CALFED Ecosystem Restoration Plan(ERP) and our efforts are supported and coordinated with numerous Federal, State, District, and Local Agencies and environmental groups who are stakeholders in Delta.

The San Joaquin County Board of Supervisors have provided our project strong support with the initial funding effort. We hope that the Board will continue to support this project in this new application and through the design and construction of the project in an effort to improve fish passage conditions and habitat on the Mokelumne River. Thank you!

Very Truly Yours,

  
Anders Christensen, Project Manager

cc: Mr. John Pulver, SICO Water Resources  
Coordinator

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## COST

Table 4 shows which LMRRP tasks have been funded to date, and for which tasks funding is being sought from CALFED. In 1997, CALFED funded three tasks from the LMRRP. In addition, in 1998 EBMUD, FWS, and DFG funded Element 3 in its entirety.

The project sponsors have divided the project into phases to ensure that funding is provided only after sufficient information has been developed to ensure it will be spent appropriately. Further, we have postponed requests for funds for two elements to allow coordination with other on-going restoration planning efforts.

**We are requesting that the following items be funded immediately** to allow work already underway to proceed in an efficient manner, and to lay the groundwork for future efforts:

- design of the WID fish screen (\$349,000),
- purchase of sonar monitoring equipment and 2-year evaluation of system (\$361,000), and
- study to prioritize riparian diversions on the Lower Mokelumne River for screening (\$53,000).

**Deliverables** for the above efforts will include a final fish screen design for the WID diversion, a report documenting the evaluation of the sonar monitoring equipment and monitoring results, and a report providing documentation for a prioritized list of riparian diversions on the Lower Mokelumne River and the results of the sample entrainment monitoring.

**We are requesting that the following additional items be funded in fall 1999** after completion of the EIR/EIS and adoption of the preferred alternative:

- construction of all fish passage improvements (\$8,782,000), and
- construction of the WID fish screen (\$2,371,000).

Prior to the selection of the preferred alternative, a firm cost estimate cannot be provided. The cost estimates provided for the fall 1999 funding request should be considered preliminary, based on the original project proposal. A more detailed funding request can be provided in the fall.

**Deliverables** for these efforts will be completed fish passage and fish screen facilities for the WID diversion, certificates of completion and compliance, as well as as-built drawings of these structures.

**Budget.** Table 5 and Table 6 represent our proposed total budget and quarterly budget, respectively.

**Schedule.** The schedule for each phase of the LMRRP is shown in Table 1.

Table 4. LMRFP Funding Status by Element

Element	Environmental Clearance and Permitting	Design	Construction
Element 1: Improve Fish Passage at Woodbridge Dam	Previously funded by CALFED	Previously funded by CALFED	Sonar-based monitoring - Summer 1999 Remaining construction - Fall 1999
Element 2: Improve Fish Screening - WID Diversion	Previously funded by CALFED	Summer 1999	Fall 1999
Element 2: Improve Fish Screening - Riparian Diversions	Summer 1999 - Prioritization Study Environmental work delayed pending ACOE Feasibility Study	Delayed pending ACOE Feasibility Study	Delayed pending ACOE Feasibility Study
Element 3: Enhance Spawning Gravels	Funded by EBMUD, AFRP, and DFG in 1998, 1999, and 2000	Funded by EBMUD, AFRP, and DFG in 1998, 1999, and 2000	Funded by EBMUD, AFRP, and DFG in 1998, 1999, and 2000
Element 4: Enhance Riparian Corridor	Delayed pending ACOE Feasibility Study	Delayed pending ACOE Feasibility Study	Delayed pending ACOE Feasibility Study

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Table 5. Total Budget (CALFED funds only)

Task	Direct Labor Hours	Direct Salary and Benefits	Service Contracts	Material and Acquisition Costs	Miscellaneous and other Direct Costs	Overhead and Indirect Costs	Total Cost
Construct Fish Passage Facilities			\$8,782,000				\$8,782,000 <sup>2</sup>
Sonar-Based Monitoring Evaluation			\$286,000	\$75,000			\$361,000 <sup>1</sup>
Design WID Fish Screen			\$349,000				\$349,000 <sup>1</sup>
Construct WID Fish Screen			\$2,371,000				\$2,371,000 <sup>2</sup>
Riparian Diversion Screening Prioritization Study			\$53,000				\$53,000 <sup>1</sup>
Project Management	0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>0</b>	<b>\$0</b>	<b>\$11,841,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,916,000<sup>2</sup></b>

<sup>1</sup> Being requested for June 1999 funding.

<sup>2</sup> Being requested for fall 1999 funding.

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<b>Task</b>	<b>04</b>	<b>Oct - Dec 2001</b>	<b>Jan - Mar 2002</b>	<b>Total Budget</b>
Construct Fish Passage Facilities	00	\$1,750,000	\$1,582,000	\$8,782,000 <sup>2</sup>
Sonar-Based Monitoring Evaluation				\$361,000 <sup>1</sup>
Design WID Fish Screen				\$349,000 <sup>1</sup>
Construct WID Fish Screen	00	\$450,000	\$621,000	\$2,371,000 <sup>2</sup>
Riparian Diversion Prioritization Study	00			\$53,000 <sup>1</sup>
Project Management	\$0	\$0	\$0	\$0
<b>Total</b>	<b>42</b>	<b>\$2,200,000</b>	<b>\$2,203,000</b>	<b>\$11,916,000</b>

<sup>1</sup> Being requested for June 1999 funding.

<sup>2</sup> Being requested for fall 1999 funding.

Table 6. Quarterly Budget for LoMokelumna River Restoration Program

Task	Quarterly Budget										Total Budget
	Oct - Dec 1999	Jan - Mar 2000	Apr - Jun 2000	Jul - Sep 2000	Oct - Dec 2000	Jan - Mar 2001	Apr - Jun 2001	Jul - Sep 2001	Oct - Dec 2001	Jan - Mar 2002	
Construct Fish Passage Facilities			\$100,000	\$500,000	\$1,100,000	\$1,100,000	\$600,000	\$1,750,000	\$1,750,000	\$1,582,000	\$8,782,000 <sup>1</sup>
Sonar-Based Monitoring Evaluation	\$92,000	\$66,000	\$66,000			\$66,000	\$66,000				\$361,000
Design WID Fish Screen	\$175,000	\$174,000									\$349,000 <sup>1</sup>
Construct WID Fish Screen				\$300,000	\$300,000	\$350,000		\$250,000	\$450,000	\$621,000	\$2,371,000 <sup>2</sup>
Riparian Diversion Prioritization Study	\$6,000	\$10,000	\$13,000				\$15,000	\$7,000			\$53,000 <sup>2</sup>
Project Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$273,000</b>	<b>\$250,000</b>	<b>\$481,000</b>	<b>\$800,000</b>	<b>\$1,400,000</b>	<b>\$1,516,000</b>	<b>\$681,000</b>	<b>\$1,811,742</b>	<b>\$2,200,000</b>	<b>\$2,203,000</b>	<b>\$11,916,000</b>

<sup>1</sup> Being requested for June 1999 funding.

<sup>2</sup> Being requested for fall 1999 funding.

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## COST SHARING

**Grant Administration and Project Liaison Services.** WID has been and will continue to provide grant administration services and contract management requirements associated with the LMRRP as an in-kind contribution; no project funds have or will be used for this purpose. The services provided include acting as a liaison between CALFED and the BOR, City of Lodi (other project sponsor), and other members of the Mokelumne River TAC Work Group, including NMFS, FWS, DFG, City of Lodi, and Engineering and Environmental Consultants. WID is also maintaining a liaison with environmental groups, local agencies, and individuals regarding the development of the project. No estimates of the total administrative costs is being provided for purposes of preparing this grant application.

**Preliminary Project Design.** WID expended \$19,800 of its own funds in 1997 and 1998 to complete an extensive preliminary design plan. The preliminary plan and cost estimates were completed on reconnaissance-level basis for purposes of describing the proposed fish bypass facilities at Woodbridge Dam and the fish screen and bypass pipeline. The City of Lodi has been and will continue to provide locations for numerous public meetings, as well as administrative and logistical support to the LMRRP on a regular basis. These costs are **not** eligible costs subject to reimbursement; however, these estimates and preliminary plans are being used and will be used during this portion of the project. These costs should be considered a cost share for this portion of the project covered by this application.

**Monitoring Costs.** EBMUD continues to fund the existing monitoring program that will be used to evaluate achievement of ERP and LMRRP project goals. Their monitoring effort is extensive and described in this application. Monitoring costs are expected to exceed \$520,000 per year and are considered a cost share for this project. We are seeking funding from the FWS AFRP program for a second year of data gathering for the sonar-based juvenile monitoring. Should this monitoring method prove successful and cost effective, the costs for monitoring after the initial 3-year period will be borne by EBMUD as part of their ongoing monitoring program.

**Additional Public Outreach, Coordination, and Education.** The City of Lodi is providing additional public outreach services to the public on a regular basis through the Parks and Recreation Department. The Lodi Parks and Recreation Department has disseminated information to the public on the goals of CALFED and of the LMRRP through their Discovery Center Nature Program, presentations to schools, Parks and Recreation Newsletters, and the annual Salmon Festival. As a project sponsor, the City of Lodi will continue to provide for the cost of public education and awareness programs to communicate LMRRP and CALFED ERP goals for the Mokelumne and Bay-Delta ecosystem. No project funds will be used to pay for these services and no costs estimates have been provided.

In addition, the restoration and riparian fish screen elements of the LMRRP are being coordinated with work being undertaken through other programs. This provides the opportunity for cost sharing with these other programs.

## APPLICANT QUALIFICATIONS

The team put together to implement this proposal is identical to the team currently undertaking the design and environmental compliance work previously funded by CALFED (Figure 7).

WID was formed June 16, 1924 as a California Irrigation District. WID was the recipient of CALFED grant No. A197 and has been managing that grant. It also has an existing contract agreement (1965) with DFG regarding the fish ladders at Woodbridge Dam. WID has an additional agreement (1967) with DFG and FWS regarding the existing fish screen at the Woodbridge Canal diversion.

WID has supported efforts to improve the numbers of returning salmon by working cooperatively with EBMUD to coordinate and manage flows for fishery purposes. WID is also a member of the Mokelumne River TAC (members also include EBMUD, FWS, DFG, and the Committee to Save the Mokelumne). WID is also a member of the Mokelumne River Association, an association of local, state, and federal agencies having interests on the Mokelumne River to support a healthy, self-sustaining fishery.

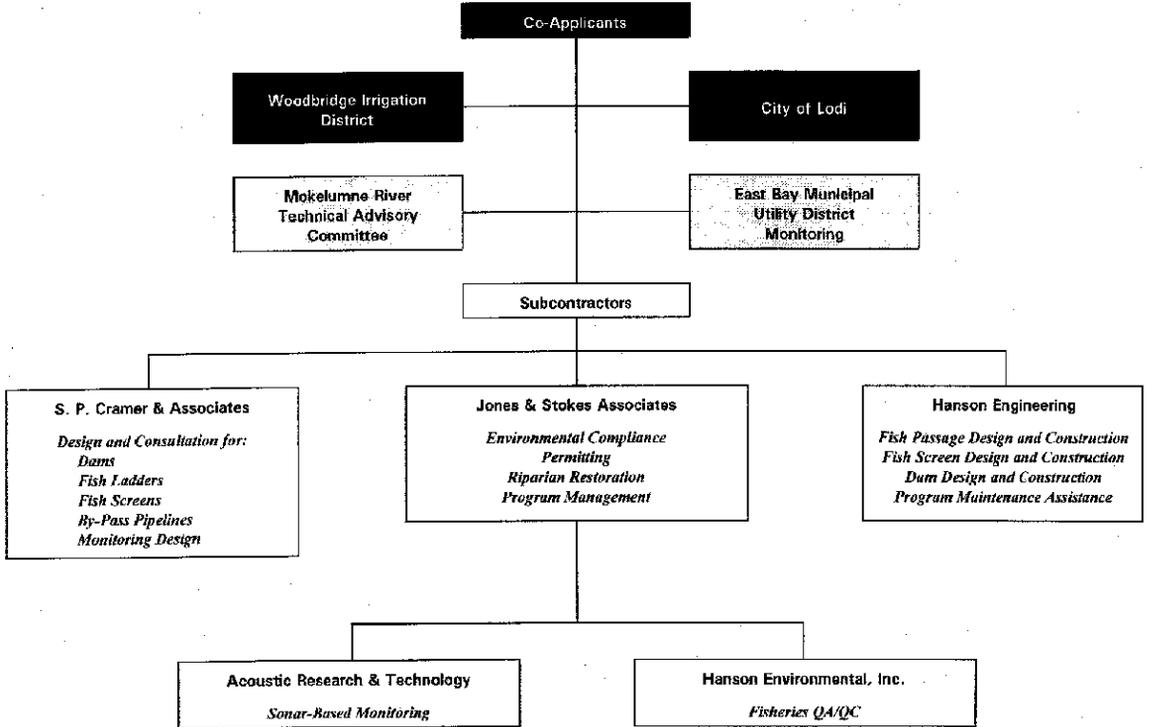
The City of Lodi is a General Law City incorporated in November 1906. Since its incorporation, the City of Lodi has received and administered numerous state and federal grants. Between 1972 and 1997, the City received more than \$900,000 in state grants. In 1996 alone, it received more than \$500,000 in federal grants. The City of Lodi has a vested interest in the restoration of the Lower Mokelumne River.

**Subcontractors.** WID and the City of Lodi intend to use the same subcontractors as are working on grant No. A197 to perform the work specified in this program (Figure 7). This team was chosen for its unsurpassed experience and knowledge regarding the natural resources of the Lower Mokelumne River and its ability to most successfully implement this critically important Program.

**Jones & Stokes Associates** provides environmental services including EIR/EIS preparation, permitting assistance, program management, restoration planning and implementation, and riparian revegetation services. Program oversight has been and will continue to be provided by **Phillip Dunn**. Assisting Mr. Dunn is **Craig Stevens**, a senior staff member with extensive CALFED, CVPIA, AFRP, and related project experience. Jones & Stokes Associates brings unique qualifications to this effort that will increase quality, minimize costs, and ensure that schedules will be met. The firm's qualifications include a combination of:

- prior work experience on fisheries issues on the Mokelumne River and prior work experience with all agencies and subcontractors affiliated with this program;
- extensive NEPA, CEQA, and environmental permitting program management experience for large-scale water projects, including CALFED, CVPIA, AFRP, Delta Wetlands project, and Los Vaqueros Reservoir project; comprehensive permitting handbooks for CALFED and the AFRP; and on-call contracts with USFWS and the ACOE to conduct CVPIA-related and bank protection/riparian restoration projects, respectively.

Figure 7. Lower Mokelumne River Restoration Program Team



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- proven track record of implementing restoration projects, including Sacramento River and Yolo Bypass levee mitigation planning, Cache Creek riparian enhancement plan, Kopta Slough (Sacramento River) restoration plan, Guadalupe River shaded riverine aquatic habitat mitigation project, Sacramento River Gradient Restoration Facility fish passage design, and many others.

**Hanson Engineering (James Hanson, P.E.)** brings extensive experience in construction and water resources engineering to this Program, including:

- direct involvement with the Mokelumne River and WID as its engineer for 40 years; and
- engineer of record for materials testing and evaluation, design, construction and/or repair, enlargement, and rehabilitation of over 65 water storage and diversion dams constructed under the jurisdiction of the California Department of Water Resources, Division of Safety of Dams.

**S. P. Cramer & Associates (Steve Cramer)** has led studies on several fish population issues related to hydroelectric dams and water diversions on the Colombia River. **J. D. McMichael**, an employee of S.P. Cramer & Associates, is a noted hydraulic and civil engineer with over 32 years of consulting experience with fisheries and hydraulic structures for the ACOF. Mr. McMichael has past ACOE experience designing and implementing dams, fishways, ladders, fish screens, fish bypass systems, channel improvements, and flood control systems.

**Hanson Environmental, Inc. (Chuck Hanson)** has over 20 years of experience working on fisheries and water quality issues within the San Francisco Bay and Delta system. Dr. Hanson has directed and supervised extensive fisheries investigations within the Bay-Delta system for PG&E, the State Water Contractors, EBMUD, and other clients. Dr. Hanson has compiled an extensive body of technical and scientific data and literature related to Bay-Delta fisheries and conditions, and has been working on fisheries resource issues on the Lower Mokelumne River for EBMUD.

**Acoustic Research & Technology (Paul Skvorec)** has sonar experience dating back to 1970, when Mr. Skvorec was a U.S. Navy sonarman aboard nuclear submarines. He has worked for the Alaska Department of Fish & Game for 11 years as the head of the Sonar and Technical Services Group in the Division of Commercial Fisheries. Over that 11-year period, he pioneered several new fisheries acoustics techniques as well as developing the first statistical methods for determining the precision of riverine fisheries sonar. Mr. Skvorec was also the State of Alaska's expert in hydroacoustics on the Joint Technical Committee of the U.S./Canada Salmon Treaty negotiations, and has assisted the Canadian Government in starting three separate fisheries projects; one on the Yukon River in the Northwest Territory for chinook salmon, one on the Arctic Red River in the Northwest Territory for broad white fish, and one in the Fraser River in British Columbia for pink and sockeye salmon.

**COMPLIANCE WITH STANDARD TERMS AND CONDITIONS**

All applicable forms regarding standard terms and conditions follow this page. Construction bonding will be made the responsibility of the construction company(s) by including this requirement in the construction contracts when they are let. Therefore, these forms have not been completed at this time.

**Attachment D**  
**Terms and Conditions for State (CALFED) Funds**

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

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

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

1. **Term of Contract:** The term of the agreement will be dependent on the project and may range from 1 to 3 years. The agreement shall not become effective until fully executed by the parties and approved by the Department of General Services.
2. **Payment Schedule:** No funds will be disbursed by State or National Fish and Wildlife Foundation (NFWF) to Contractor without 1) an executed copy of the Contract, 2) receipt of an original invoice with supporting documentation, and 3) receipt and satisfactory completion of deliverables and/or phases of work as set forth in the agreement, including quarterly financial and programmatic reports. Payments shall be in arrears within 30 days of receipt of invoice by CALFED.
3. **Budget Variances:** Variances which exceed ten percent of a project task's approved budgeted amount should have approval in advance, with written explanations of programmatic changes to cover such variances but must remain within the maximum contract amount.
4. **Subcontracts:** Contractors are responsible for all subcontracted work. Subcontract terms and conditions must include all applicable contract terms and conditions as presented herein. Subcontractor agreements require approval by the State or NFWF, unless the subcontract was included and approved as part of the main proposal. Any amendments to subcontract must be approved by the State or NFWF. In obtaining subcontracts, contractor must obtain at least 3 competitive bids for all subcontracted work, or comply with the provisions of Government Code Section 4525 et seq., if applicable, or submit written justification for and obtain the State's or NFWF's approval of non-compliance with these requirements.
5. **Substitution:** Should the State or NFWF be dissatisfied with the work of subcontractors or employees of the contractor, the State or NFWF may require the contractor to substitute different qualified subcontractors or employees. The State or NFWF must approve such substitutions in advance of providing applicable services.
6. **Conflict of Interest:** Contractor shall comply with all applicable State laws and rules pertaining to conflict of interest, including but not limited to Government Code 1090 and Public Contract Code 10410 and 10411.
7. **Standard of Professionalism:** Contractor shall conduct all work consistent with the professional standards for the industry and type of work being performed under the contract.
8. **Rights in Data:** All data and information obtained and/or received under contract shall be in the public domain. Contractor shall have the right to disclose, disseminate and use, in whole or part, any

final form data and information received, collected and developed under this agreement, subject to inclusion of appropriate acknowledgment of credit to the State or NFWF, CALFED, and all cost sharing partners for their financial support. Use of draft data requires pre-approval by State or NFWF and CALFED. Contractor shall not sell or grant rights to a third party who intends to sell such product as a profit-making venture.

9. Indemnification: The Contractor agrees to indemnify, defend and hold harmless the CALFED agencies, the State of California, the Resources Agency, Department of Water Resources, and National Fish and Wildlife Foundation and their officers, agents and employees from any and all claims and losses accruing or resulting to any or all contractors, subcontractors, material persons, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

10. Independent Status: The Contractor, and the officers, agents and employees of Contractor, in the performance of the contract, shall act in an independent capacity and not as officers or employees or agents of the State of California, NFWF, CALFED Agencies, the Resources Agency, or Department of Water Resources.

11. Termination Clause: The State or NFWF may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State or NFWF may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any shall be paid the Contractor upon demand.

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

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

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

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

16. Time is of the essence in this agreement.

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

Item <sup>1</sup>	Standard Clauses and Proposal Requirements <sup>2</sup>	Services, Consulting, Preconstruction, Research <sup>1</sup>					Public Works, Construction <sup>1</sup>				
		State	Federal	Public	Non-profit	Private	State	Federal	Public	Non-profit	Private
4100	Contracts With Public Entities			C					C		
4099	Service & Consultant Service Contracts with Nonpublic Entity				C	C				C	C
4099a	Additional Standard Clauses		C	C	C	C		C	C	C	C
4187	Interagency Agreements	C					C				
4247	Contracts with United States		C					C			
4197	General Conditions for Public Works Contracts								C	C	C
4196	Insurance Requirements								C	C	C
18	Nondiscrimination Construction Contract Specifications								C	C	C
4021	Bidders Bond or other Security (if contract value > \$107,000) <sup>3</sup>									P	P
19	Nondiscrimination Compliance				P	P				P	P
807	Payment Bond								C	C	C
156	Performance Bond								C	C	C
4206	Non Collusion Affidavit								P	P	P
4:86	Small Business Preference				P	P				P	P
n/a	Proof of Contractor's License									P	P
n/a	Certificate of Insurance								C	C	C

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

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

<sup>2</sup>Item numbering refers to documents following this table.

<sup>3</sup>All contract terms and standard clauses apply to any subcontracts made by Contractor.

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

## STANDARD CLAUSES - CONTRACTS WITH PUBLIC ENTITIES

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

**Nondiscrimination Clause.** During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900) et seq., the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7283.9 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7)

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

**Reimbursement Clause.** If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unsponsored 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: Sacramento, CA

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

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

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Former State Employees:** a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -  
SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES**

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

**National Labor Relations Board Clause.** In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the national Labor Relations Board.

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

**Statement of Compliance.** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 and Title 2, California Code of Regulations, Section 8105.

**Performance Evaluation.** For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

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

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

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

**Disabled Veteran Business Enterprise Participation Requirement Audit Clause.** Contractor or vendor agrees that the awarding department or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR Section 1896.75.

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

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

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

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

**Antitrust Claims.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**Americans With Disabilities Act.** By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Corporate Qualifications To Do Business in California.** Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

**Former State Employees:** a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**ADDITIONAL STANDARD CLAUSES**

**Recycled Materials.** Contractor hereby certifies under penalty of perjury that 50 (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

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

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

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

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

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

NOT APPLICABLE

State of California

DEPARTMENT OF WATER RESOURCES

The Resources Agency

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
INTERAGENCY AGREEMENTS**

**Audit Clause.** For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

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

**Interagency Payment Clause.** For services provided under this agreement, charges will be computed in accordance with State Administrative Manual Section 8752 and 8752.1.

**Termination Clause.** Either State agency may terminate this contract upon 30 days advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

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

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

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**STANDARD CLAUSES -  
CONTRACTS WITH THE UNITED STATES**

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

**Claims Dispute Clause.** Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

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

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

**Audit Clause.** For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

**Payment Retention Clause.** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

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

**Americans With Disabilities Act.** By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Conflict of Interest.** Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

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

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

**EXAMINATION OF BID DOCUMENTS AND SITE.** Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.

**SUBCONTRACTORS.** (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

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

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

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

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

**MAXIMUM HOURS.** It is further agreed that the maximum hours a worker is to be employed is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

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

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

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

**ANTI-TRUST CLAIMS.** The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**PROGRESS PAYMENTS**

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. No progress payments shall be made unless the Contractor, upon execution of the contract, furnishes a faithful performance bond for not less than one-half the total amount payable under the contract.

**PAYROLL RECORDS.** The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

**NONCOLLUSION AFFIDAVIT.** All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206).

**LABOR CODE PROVISIONS.** Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. A copy of the publication **General Prevailing Wage Rates** is on file for inspection at the State Department of Water Resources, Contract Services Office, 1416 Ninth Street, Sacramento, CA.

The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay the forfeiture penalties and monies which may become due as provided in Sections 1775 and 1813 of that Code.

**UNDOCUMENTED ALIENS.** No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

Agreement No. \_\_\_\_\_

Exhibit \_\_\_\_\_

**STANDARD CLAUSES -  
INSURANCE REQUIREMENTS**

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

The certificate of insurance must include the following provisions:

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

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

Insurance certificates must have an original signature.

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

STD. 16 (REV. 1-85) /RRC

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
  - b. "Minority" includes:
    - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

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

STD. 16 (REV. 1-86) (REVERSE) A/C

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
  8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
  9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section §104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
  10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
  11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
  13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

NOT APPLICABLE

STATE OF CALIFORNIA

DEPARTMENT OF WATER RESOURCES

THE RESOURCES AGENCY

BIDDER'S BOND

We \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_  
\_\_\_\_\_

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

\_\_\_\_\_ , California, on \_\_\_\_\_  
(Insert name of city where bids will be opened) (Insert date of bid opening)  
for \_\_\_\_\_

\_\_\_\_\_ Copy here the exact description of work, including location, as it appears on the proposal.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety \_\_\_\_\_

Address \_\_\_\_\_

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

STATE OF CALIFORNIA  
NONDISCRIMINATION COMPLIANCE STATEMENT  
STD. 19 (REV. 3-88) FMC

COMPANY NAME

Woodbridge Irrigation District

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

Anders Christensen, Manager

DATE EXECUTED

4-16-99

EXECUTED IN THE COUNTY OF

San Joaquin

PROSPECTIVE CONTRACTOR'S SIGNATURE

PROSPECTIVE CONTRACTOR'S TITLE

Woodbridge Irrigation District, Anders Christensen, Manager/Secretary

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

Woodbridge Irrigation District

NOT APPLICABLE

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

BOND NO. \_\_\_\_\_

The premium on this bond is \_\_\_\_\_ for the term \_\_\_\_\_

Know All Men By These Presents:

That The State of California, acting by and through the \_\_\_\_\_

has awarded to \_\_\_\_\_ whose address is \_\_\_\_\_  
(CONTRACTOR / PRINCIPLE)  
as Principle, a contract for the work described as follows:

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

NOW THEREFORE, Principle and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_ (SURETY), and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective \_\_\_\_\_

\_\_\_\_\_  
(NAME OF SURETY) (ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.  
Executed in \_\_\_\_\_ ON \_\_\_\_\_  
(CITY AND STATE) (DATE)  
under the laws of the State of California.

\_\_\_\_\_  
(SIGNATURE OF ATTORNEY IN FACT)

\_\_\_\_\_  
(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

NOT APPLICABLE

STATE OF CALIFORNIA  
THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

(Sec. 73 (b) Title 11  
Administrative Code)

(Approved by Attorney  
General 10/17/68)

PERFORMANCE BOND TO ACCOMPANY CONTRACT

WHEREAS, The State of California acting by and through the

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

to \_\_\_\_\_,  
as principal hereinafter designated as the "Contractor," a contract for

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

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to the said State or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
Contractor [Seal]

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
Name of Surety [Seal]

[Seal] By \_\_\_\_\_ [Seal]  
Attorney-in-Fact

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



**STANDARD CLAUSES -  
SMALL BUSINESS PREFERENCE AND CONTRACTOR IDENTIFICATION NUMBER**

**NOTICE TO ALL BIDDERS:**

Section 14835, et. seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et. seq. A copy of the regulations is available upon request. Questions regarding the preference approval process should be directed to the Office of Small and Minority Business at (916) 322-5060. To claim the small business preference, you must submit a copy of your certification approval letter with your bid.

Are you claiming preference as a small business?

\_\_\_\_\_ Yes\*                        X   No

\*Attach a copy of your certification approval letter.

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



PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

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

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

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

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

18777 North Lower Sacramento Road, Woodbridge, San Joaquin County, CA 95258

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

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

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

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

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL



TYPED NAME AND TITLE Anders Christensen, Manager/Secretary/Treasurer

DATE

4-16-99

**APPLICATION FOR  
FEDERAL ASSISTANCE**

OMB Approval No. 05-G-1043

<b>2. DATE SUBMITTED</b> April 16, 1999		Applicant Identifier NA																												
<b>3. DATE RECEIVED BY STATE</b>		State Application Identifier																												
<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>		Federal Identifier																												
<b>1. TYPE OF SUBMISSION:</b> Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Preapplication <input type="checkbox"/> Non-Construction <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction																														
<b>5. APPLICANT INFORMATION</b> Legal Name: Woodbridge Irrigation District Address (give city, county, State, and zip code): 18777 North Lower Sacramento Road Woodbridge, CA 95258																														
Organizational Unit: Name and telephone number of person to be contacted on matters involving this application (give area code): Anders Christensen, General Manager 709/349-6808																														
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 94-2645849		<b>7. TYPE OF APPLICANT: (enter appropriate letter in box)</b> A. State      H. Independent School Dist. <input checked="" type="checkbox"/> G B. County      I. State Controlled Institution of Higher Learning C. Municipal      J. Private University D. Township      K. Indian Tribe E. Interstate      L. Individual F. Intermunicipal      M. Profit Organization G. Special District      N. Other (Specify) _____																												
<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es)      A      C A. Increase Award      B. Decrease Award      C. Increase Duration D. Decrease Duration      Other (specify): _____		<b>9. NAME OF FEDERAL AGENCY:</b> U.S. Bureau of Reclamation																												
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE: 12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): City of Lodi, County of San Joaquin		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Lower Mokelumne River Restoration Program																												
<b>13. PROPOSED PROJECT</b> Start Date      Ending Date      a. Applicant 6/1999      3/2002      11th Congressional District		b. Project 11th Congressional District																												
<b>15. ESTIMATED FUNDING:</b> <table border="1"> <tr> <td>a. Federal</td> <td>\$</td> <td>11,916,000</td> <td>00</td> </tr> <tr> <td>b. Applicant</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>c. State</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>d. Local</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>e. Other</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>f. Program Income</td> <td>\$</td> <td></td> <td>00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$</td> <td>11,916,000</td> <td>00</td> </tr> </table>		a. Federal	\$	11,916,000	00	b. Applicant	\$		00	c. State	\$		00	d. Local	\$		00	e. Other	\$		00	f. Program Income	\$		00	g. TOTAL	\$	11,916,000	00	<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b> a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
a. Federal	\$	11,916,000	00																											
b. Applicant	\$		00																											
c. State	\$		00																											
d. Local	\$		00																											
e. Other	\$		00																											
f. Program Income	\$		00																											
g. TOTAL	\$	11,916,000	00																											
<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b> <input type="checkbox"/> Yes      If "Yes," attach an explanation. <input type="checkbox"/> No																														
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.</b>																														
a. Type Name of Authorized Representative Anders Christensen		b. Title General Manager																												
c. Telephone Number 709/349-6808		e. Date Signed April 16, 1999																												
d. Signature of Authorized Representative 																														

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

INSTRUCTIONS FOR THE SF-424

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

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

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

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

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**BUDGET INFORMATION - Non-Construction Programs**

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. NA		\$ 414,000	\$	\$	\$	\$ 414,000
2.						
3.						
4.						
5. Totals		\$	\$	\$	\$	\$

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	414,000				414,000
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	414,000				
j. Indirect Charges					
k. TOTALS (sum of 6f and 6j)	\$ 414,000	\$	\$	\$	\$ 414,000
7. Program Income	\$	\$	\$	\$	\$

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

NOT APPLICABLE

1-013156

INSTRUCTIONS FOR THE SF-424A

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

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

**General Instructions**

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

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

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

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

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

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

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

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

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

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

**Section B. Budget Categories**

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

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

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

Line 6k--Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (3), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

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

INSTRUCTIONS FOR THE SF-424A (continued)

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

**Section C. Non-Federal Resources**

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

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

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

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

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

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

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

**Section D. Forecasted Cash Needs**

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

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

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

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

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

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

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

**Section F. Other Budget Information**

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

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

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

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

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

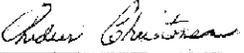
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-362) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1881-1883, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§145 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§489a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE General Manager
APPLICANT ORGANIZATION Woodbridge Irrigation District		DATE SUBMITTED April 16, 1999

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**BUDGET INFORMATION -- Construction Programs**

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

COST CLASSIFICATION		a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1.	Administrative and legal expenses	\$	\$	\$
2.	Land, structures, rights-of-way, appraisals, etc.	\$	\$	\$
3.	Relocation expenses and payments	\$	\$	\$
4.	Architectural and engineering fees	\$ 349,000	\$	\$ 349,000
5.	Other architectural and engineering fees	\$	\$	\$
6.	Project inspection fees	\$	\$	\$
7.	Site work	\$	\$	\$
8.	Demolition and removal	\$	\$	\$
9.	Construction	\$	\$	\$
10.	Equipment	\$	\$	\$
11.	Miscellaneous	\$	\$	\$
12.	SUBTOTAL	\$	\$	\$
13.	Contingencies	\$	\$	\$
14.	SUBTOTAL	\$	\$	\$
15.	Project (program) income	\$	\$	\$
16.	TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 11,153,000	\$	\$ 11,153,000
17.	Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X	%	\$ 11,153,000

1-013161

1-013161

## INSTRUCTIONS FOR THE SF 424C

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

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

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

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

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

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

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

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

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

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

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

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

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

**Line 6**--Enter estimated engineering inspection costs.

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

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

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

**Line 11**--Enter estimated miscellaneous costs.

**Line 12**--Total of items 1 through 11.

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

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

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

**Line 16**--Subtract line 15 from line 14.

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

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## ASSURANCES -- CONSTRUCTION PROGRAMS

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

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

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

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

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1. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
2. Will comply with the provisions of the Hatch Act (5 U.S.C. Secs. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
3. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Secs. 276a to 276a - 7), the Copeland Act (40 U.S.C. Secs. 276c and 18 U.S.C. Sec. 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Secs. 327-333), regarding labor standards for Federally assisted construction subagreements.
4. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Secs. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. Secs. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-203).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Secs. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. Sec. 470); EO 11593 (identification and preservation of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Anders Christensen</i> Anders Christensen		TITLE Manager/Secretary/Treasurer	
APPLICANT ORGANIZATION Woodbridge Irrigation District		DATE SUBMITTED 4-16-99	

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