

**RECLAMATION DISTRICT NO. 1601
TWITCHELL ISLAND
BOARD OF TRUSTEES MEETING
TUESDAY, OCTOBER 15, 2024
9:00 AM
ENGINEER'S REPORT**

I. USGS Aloft InSAR FOR LEVEE INSPECTION

- A. Review request by Jim Howle, hydrologist with USGS, extend the encroachment permit to maintain the monitoring points along District's levee (Levee Station 220+00 to 240+00) adjacent to Sevenmile Slough to perform Aloft Interferometric Synthetic Aperture Radar (InSAR) System testing and ground truthing instruments.

EXHIBIT A: Email correspondence from Jim Howell dated Friday 10/8/24.

II. LEVEE DISTRESS AT LEVEE STATION 60+00 ALONG THREE MILE SLOUGH

- A. Review and discuss the development of a sinkhole in the Districts Levee toe berm along Threemile slough at Levee Station 60+00. Below are the facts of the levee distress that has unfolded over the past two weeks. Seek the authority of the Board of Trustees to declare an emergency and perform the repair of the sinkhole in the toe berm and restabilize the levee at Levee Station 60+00.

SUMMARY OF EVENTS:

- a. Rick Carter Jr & Sr notified KSN Inc of a sinkhole development on the District's levee located in the toe berm on 9/26/2024. KSN Inc. and ENGeo, the District's geotechnical engineer, inspected the same day.
- b. KSN Inc worked with ASTA to conduct Test pits at sinkhole on 9/27/2024
 - i. Observed clogged filter fabric and dry gravel layer confirming suspicions.
 - ii. Confirmed upper sinkhole is located at the previously repaired USACE berm prior to the District's 1999 Toe Berm Placement. Lower sinkhole is located within overlap of RD 1601 1999 berm and USACE berm.
- c. On 10/9/24 Rick Carter notified KSN Inc that there is significant downward movement of the upper sinkhole and cracking at the upper landside levee slope that has occurred over the last two weeks.
- d. On 10/10/24 KSN Inc. conducted an additional survey and drone photos tomorrow morning. ENGeo revisited the site and assisted KSN Inc. in developing repair recommendations, grading recommendations, filter design, and seepage berm design for emergency repair recommendation to be submitted to the Board of Trustees on 10/15/24.

- e. Rick Carter contacted ASTA Construction Co. to mobilize Dozer to the site to flatten the landside slope above sinkhole to stabilize levee crown in the interim.

B. Review the recommended repair and replacement of the berm in the area of distress.

EXHIBIT B: Topographic plan view and cross section view of distressed site as of 9/25/24.

EXHIBIT C: Topographic plan view and cross section view of distressed site as of 10/10/24.

EXHIBIT D: Photographic summary of the distressed site as of 9/25/24.

EXHIBIT E: Photographic summary of the distressed site as of 10/10/24.

III. PROJECT FUNDING AGREEMENT TW – 24 - 1.0 SP – PHASE I – SETBACK LEVEE SAN JOAQUIN RIVER

A. Review the general status of Project. KSN Inc has prepared Scope of Work and is still working on onboarding GEI – the project’s Environmental Consultant to assist KSN Inc. Review the correspondence from DWR denying funding for the District’s endeavor to seek and obtain a Consistency Finding from the Delta Stewardship Council

EXHIBIT F: Correspondence from DWR dated 10/2/24 regarding KSN Inc’s request for work in advance of DWR’s approval of the District’s Scope of work.

EXHIBIT G: Budget Excerpt from RD 1601’s Scope of Work submitted to DWR on 8/27/24.

EXHIBIT H: Budget Excerpt from GEI the District’s Environmental Consultant GEI dated 9/9/24.

EXHIBIT I: Project Funding Agreement from DWR. dated 6/13/24.

EXHIBIT J: Correspondence from DWR dated 11/1/23 regarding DWR’s notice of 2023 PSP Project Award.

EXHIBIT K: DWR 2023 Projects Solicitation Package for Multi Benefit Projects dated February 3, 2023.

- B. Review the updated schedule. The yellow bands indicate the approximate construction season from May 1 to September 30. Below are some highlights:
1. Schedule is based on receiving SOW comments from both DWR and CDFW by 10/31/2024.
 2. Construction of Phase 1 (toe berm) now spans two construction seasons.
 3. Final Completion moves from September 2028 to September 2029.
 4. The term of the PFA expires on 12/31/2028. We’ll need a time extension.

EXHIBIT L: Project Schedule delineating the need for a time extension associated with delay in approvals from DWR.

- C. DWR announced last week at the October Delta Levees and Habitat Committee Meeting (DLHAC) that advances for this round of Special Project Grants were going to be another 3-4 months out for the 3rd month in a row.

IV. DWR SYSTEMWIDE MULTI-BENEFIT PROJECT FUNDING SCOPE OF WORK

- A. Report on progress of project for activities aimed at addressing erosion-induced damages to the levee waterside slopes and levee roadways along Sevenmile Slough between levee stations 166+50 and 170+50 on Twitchell during the 2023 high water event that DWR is considering funding as part of an Emergency. We have reviewed the draft Public Entity Agreement (PEA) and returned to DWR with the requested documents. The PEA has been submitted to DWR legal team and analyst for review. Approval of the package and receipt of a funding agreement is anticipated in November.
- B. The Project will qualify for a CEQA Categorical Exemption (CE) and the District will file an Notice of Exemption (NOE) which has a 35 day posting time. Due to biological habitat on site, the District will need to apply for a California Department of Fish & Wildlife (CDFW) Lake and Stream Bed Alteration Agreement (LSAA) permit, which typically takes 4-6 months to acquire. The Project qualifies for a U.S. Army Corps of Engineers (USACE) Section 404 Maintenance Exemption and therefore no permit or schedule is required for that.

V. DISTRICT PUMP STATION SOLAR ARRAY

- A. Review status of the District's Solar Array Plans.
- B. Twitchell Solar Project bid opening conducted at the office of the District Engineer on 9/30/24
- C. KSN submitted Bid Award Recommendation on 10/2/24 to the District to award contract to the lowest responsive responsible bidder, Panelized Structures Inc. (PSI), in amount of \$1,545,503.66.

EXHIBIT M - Bid Summary

EXHIBIT N - Award recommendation letter

- D. As of mid-August, the PG&E Interconnection Agreement was planned to be signed by RD 1601 and we're now awaiting final execution from PG&E. PG&E indicated that they would require a new 750-kVA pad mounted transformer. Discuss alternatives to a smaller pole mounted transformer reducing the cost to the District substantially. Precision Build USA (structural engineer) is currently working to design an elevated steel platform to raise the transformer above the 100-yr floodplain provided it becomes

necessary. This work will be terminated if RD 1601 is successful in getting PG&E to recognize the need for a smaller pole mounted transformer

EXHIBIT O: Unsigned PG&E Interconnection Agreement

- E. The Sacramento County Building Permit application is in the final stage of the multiple department review. Final review comments received 9/30/24 and plans are in the process of being updated. Jesse Barton worked with Sacramento County to change the landowner listed in the County’s Declaration of Land Restriction from the State to RD 1601.

EXHIBIT P: Sacramento County Building Permit Status.

VI. PROJECT FUNDING AGREEMENT TW – 21 - 1.2 TIMES/TWERP PROJECT

- A. Review the general status of the project process.
 - a) Review and approve Change Order #1 to Hanford ARC’s contract for the Native Grass Seeding project which includes an additional year of maintenance. DWR, Stillwater, and KSN Inc. have all confirmed that the pricing is reasonable.
 - b) Review and approve a partial release of retention to Hanford ARC.

EXHIBIT Q: Change Order # 1.

EXHIBIT R: Email correspondence from KSN Inc dated 10/9/24 describing Delay (CO #1), and Partial Release of retention.

VII. AB 360 DELTA LEVEE SUBVENTIONS PROGRAM

- A. Review the District's Final Claim for Fiscal Year 2023/24.

TOTAL FINAL CLAIM	\$ 414,100.18
LESS DISTRICT SHARE (\$1,000/MILE @ 11.9 miles)	\$ 11,900.00
TOTAL ELIGIBLE	\$ 402,200.18
MAX REIMBURSEMENT = 75% OF ELIGIBLE	\$ 301,650.14

EXHIBIT A

Christopher H. Neudeck

From: Howle, James F <jfhowle@usgs.gov>
Sent: Tuesday, October 8, 2024 2:20 PM
To: Christopher H. Neudeck
Cc: Wong, Vincent@DWR
Subject: Twitchell Island Study Site

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Chris,

I hope all is well for you.

The Aloft Sensing folks visited the Twitchell study site on October 1 and assessed that little if any deformation has occurred there since the baseline surveys were conducted in late July. I was hoping to talk with you about extending the encroachment permit until perceptible deformation has occurred and repeat TLS/UAVSAR surveys can be conducted. Currently the encroachment permit is set to expire on Nov 1. Is there a day/time this week that would be convenient for you to talk?

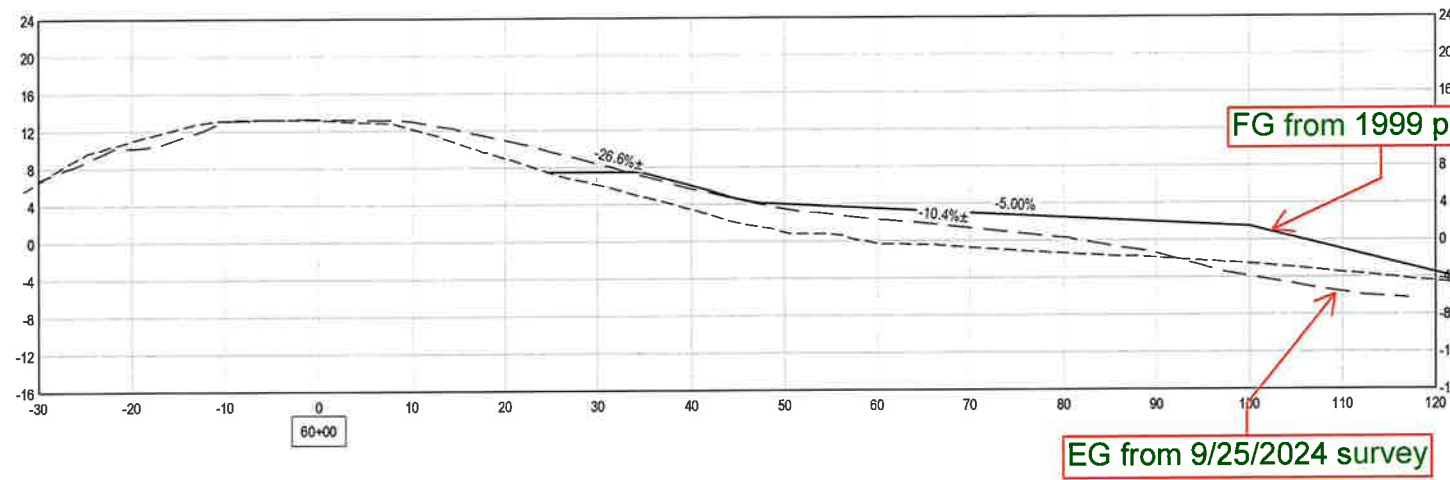
Thanks Jim

Jim Howle – Hydrologist
USGS California Water Science Center
Truckee Field Office
10775 Pioneer Trail, Suite 102
Truckee, CA. 96161
(530) 412-0335 Cell

EXHIBIT B



9/25/24



EG from 1999 plans

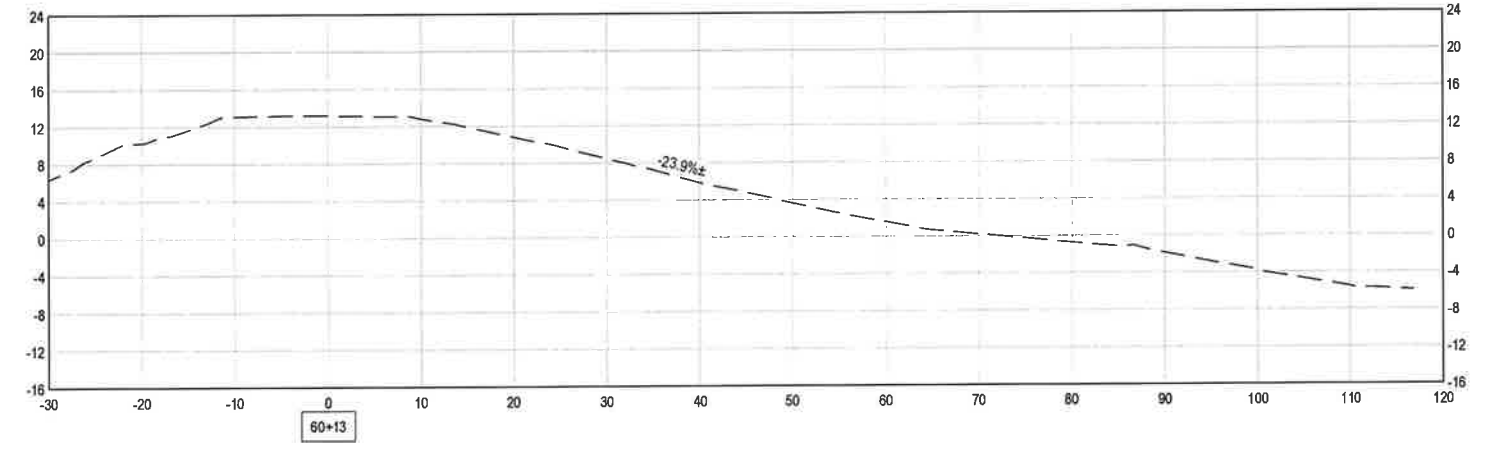
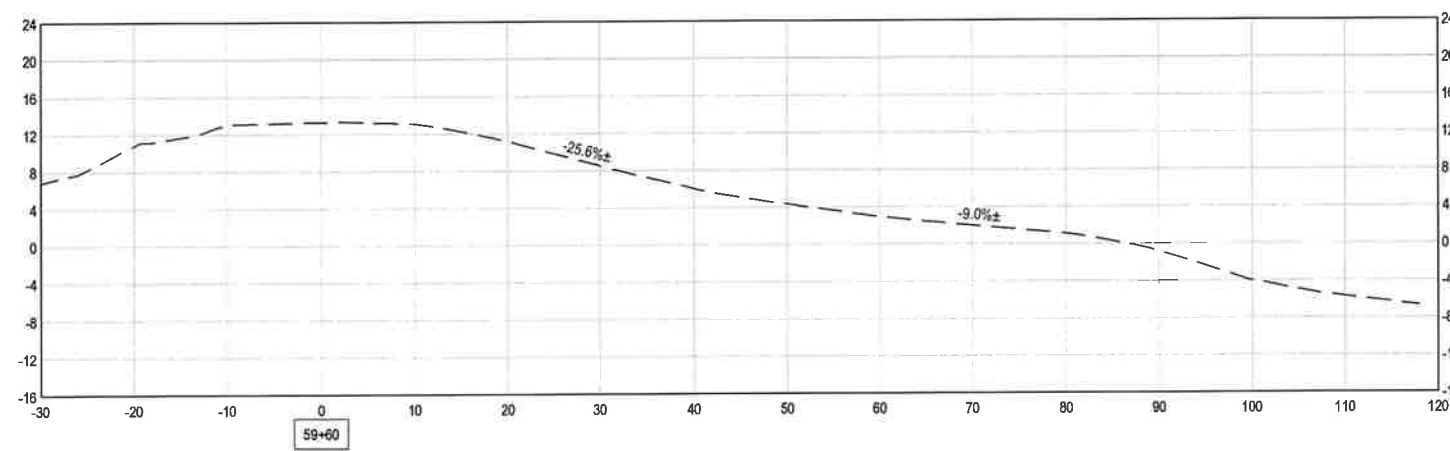
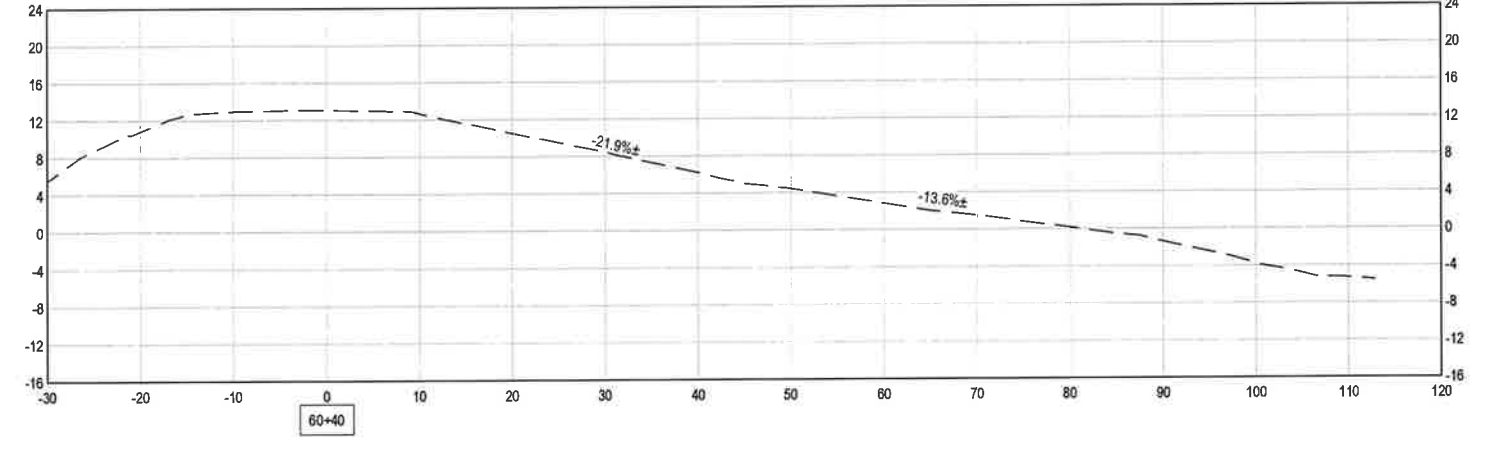
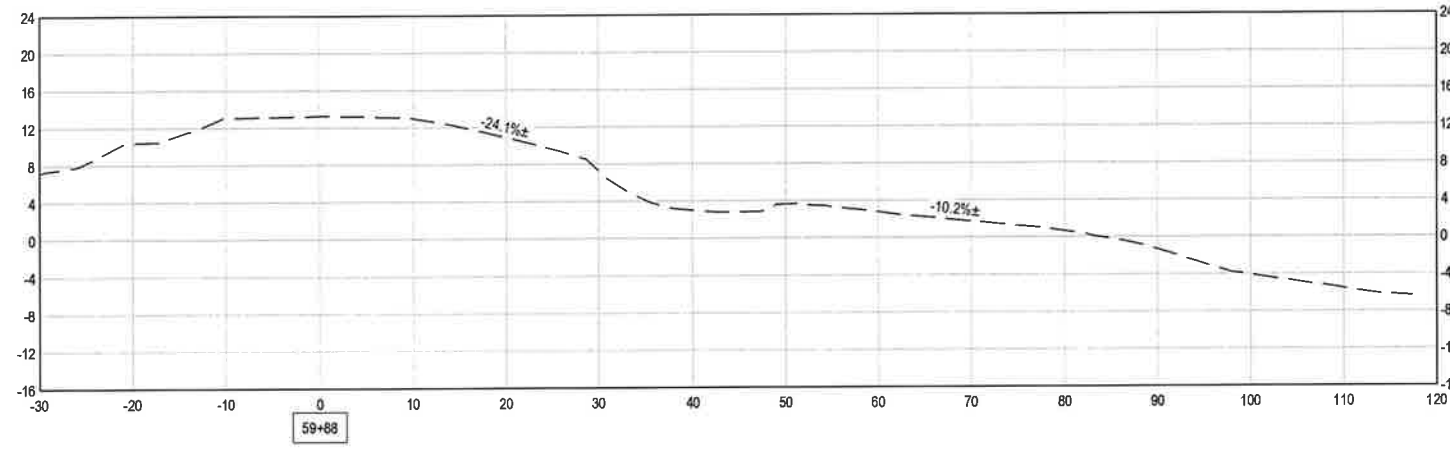
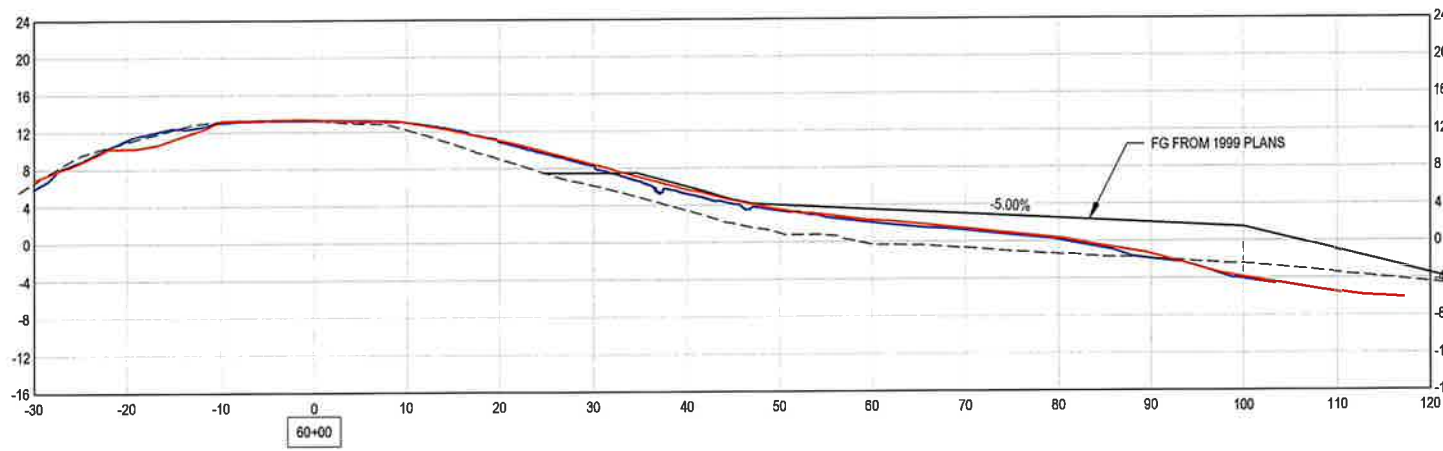


EXHIBIT C

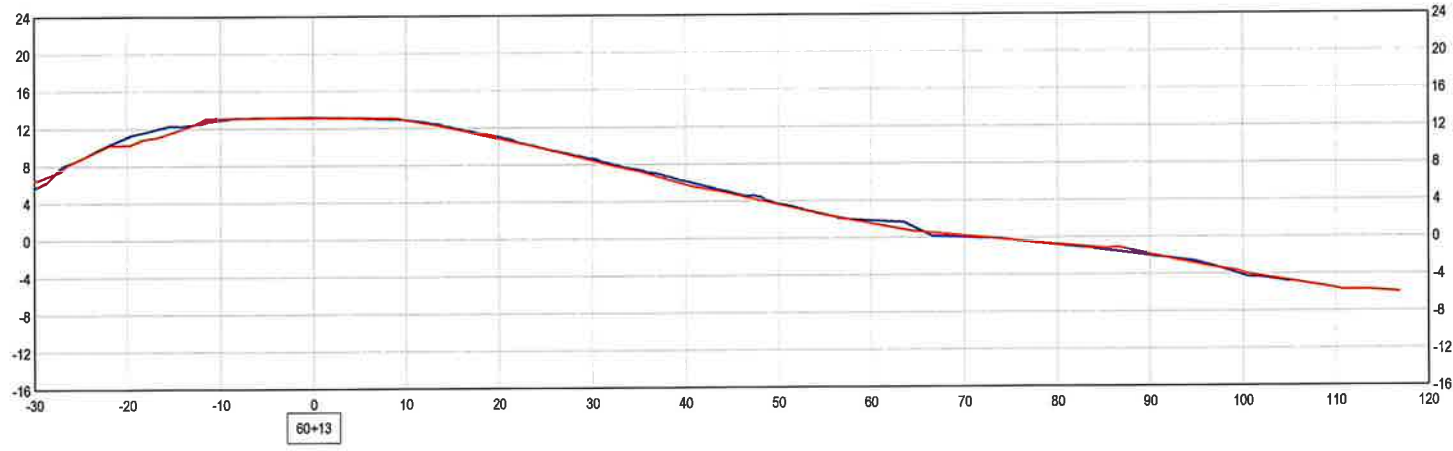
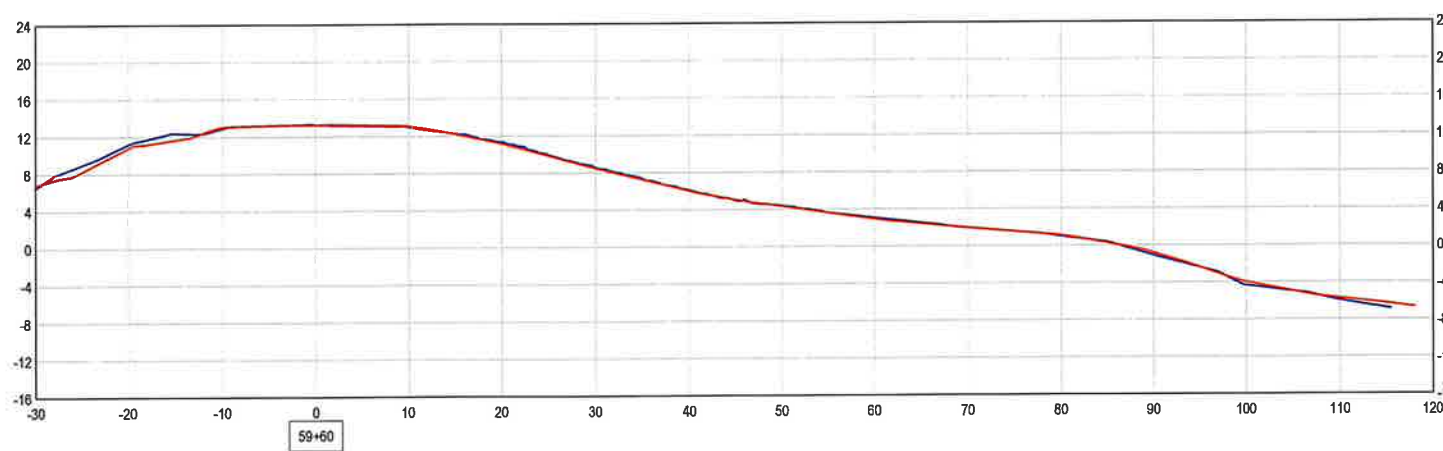
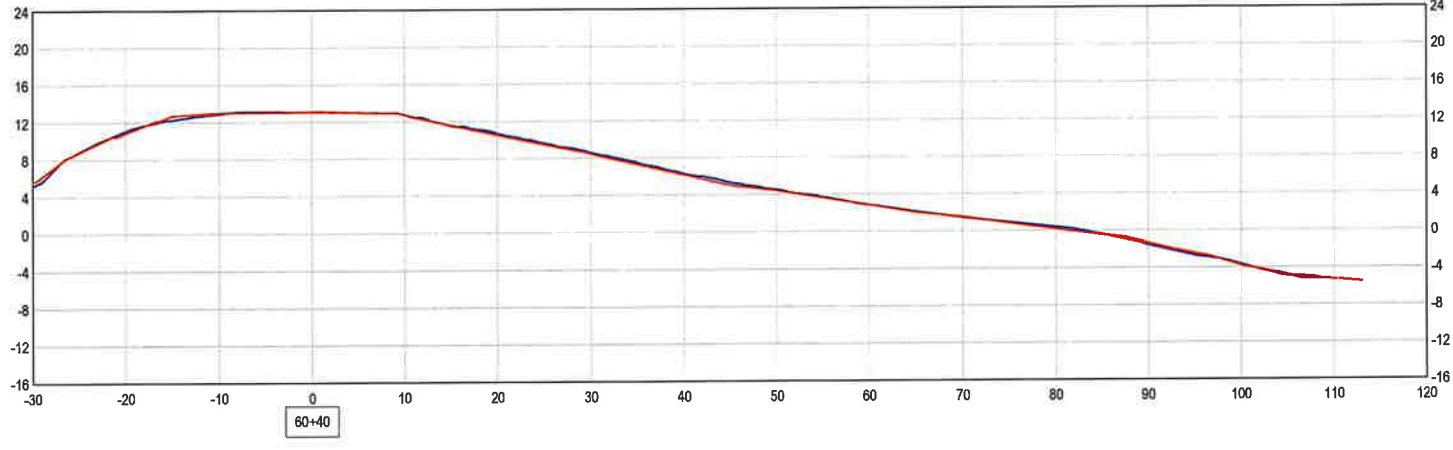
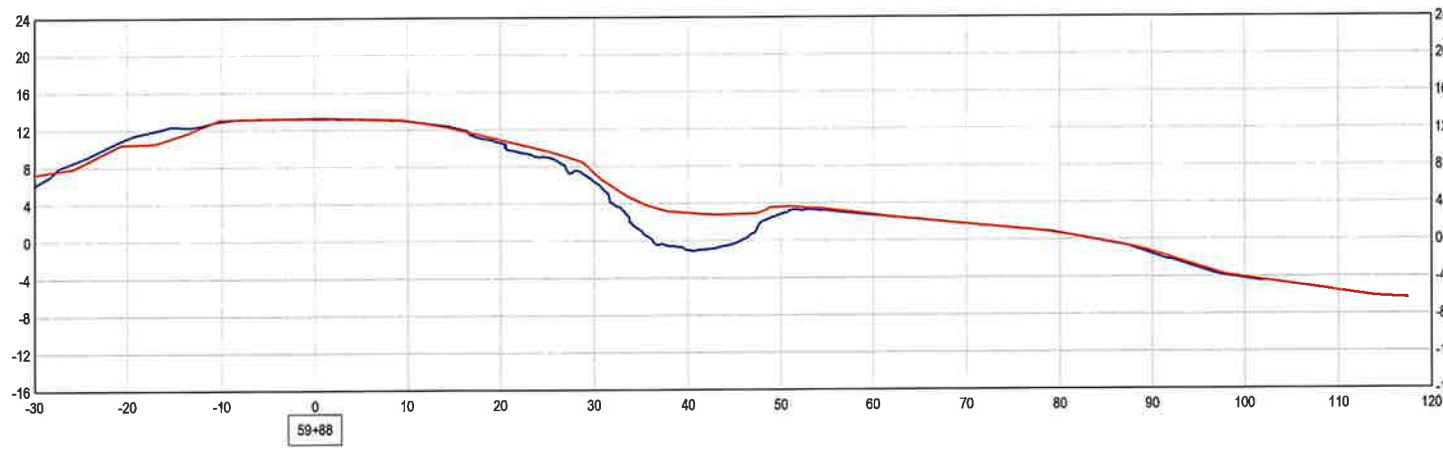


10/10/24



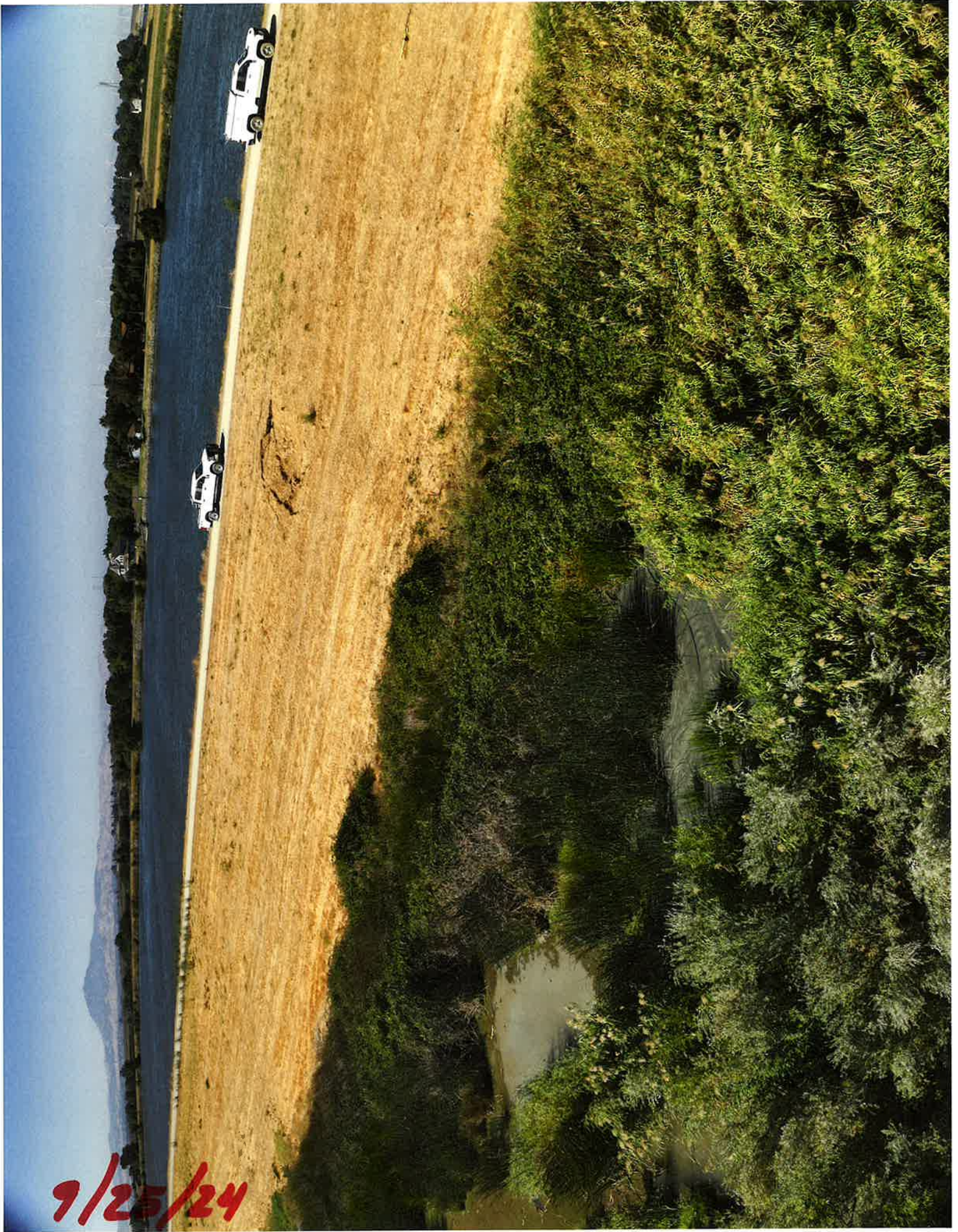
EG FROM 9/25/2024 SURVEY

EG FROM 10/10/2024 SURVEY

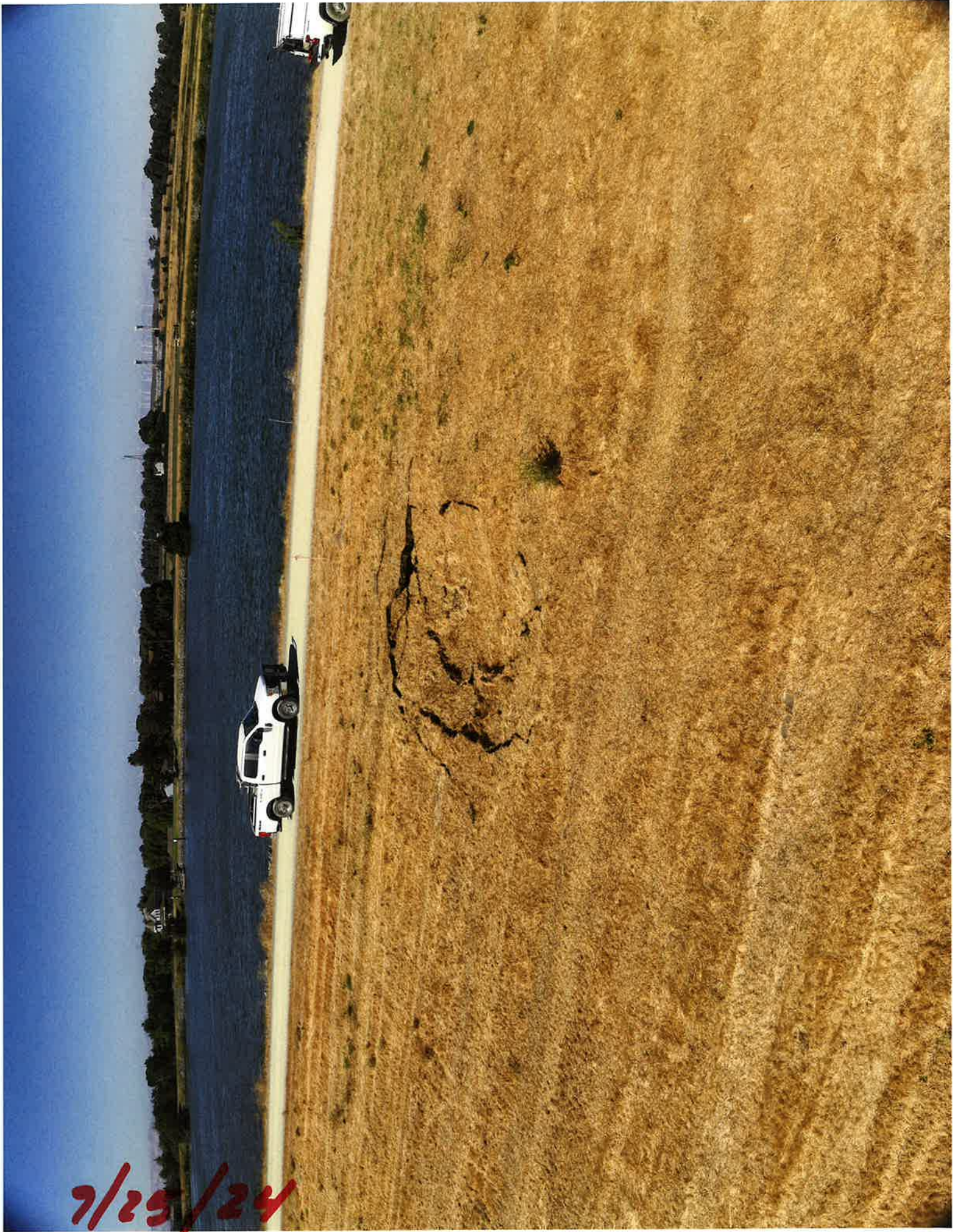


10/10/24

EXHIBIT D

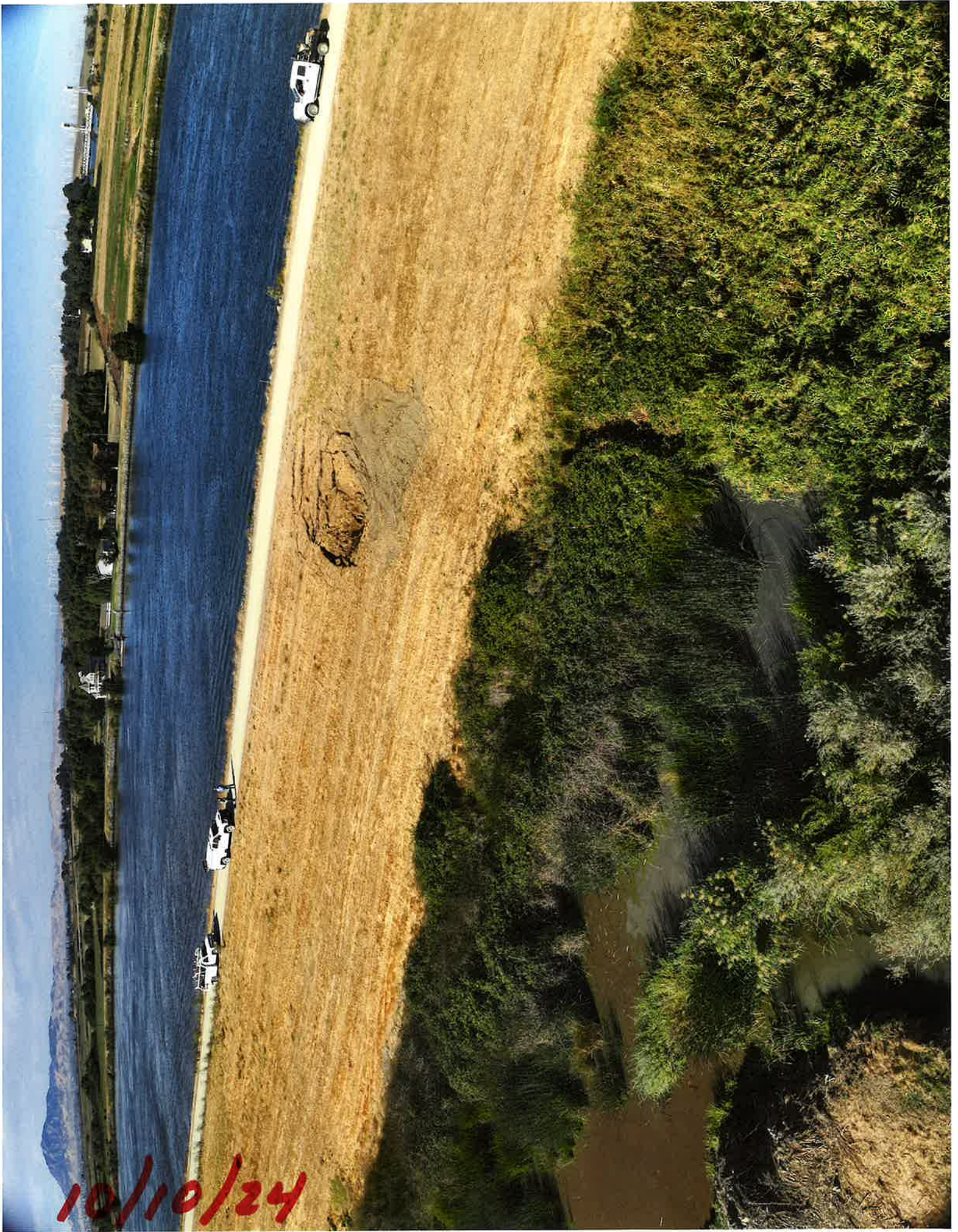


9/25/24



7/25/24

EXHIBIT E





10/10/24

EXHIBIT F

DEPARTMENT OF WATER RESOURCES
DIVISION OF MULTIBENEFIT INITIATIVES
P.O. BOX 942836
SACRAMENTO, CA 94236-0001



10/2/2024

Ms. Linda Carter, Secretary
Reclamation District No. 1601 (Twitchell Island)
Post Office Box 2382
Stockton, California 95201

Project Funding Agreement TW-24-1.0-SP, Request To Initiate Certain Activities

Dear Ms. Carter,

This is in response to the letter from KSN Inc., dated August 27, 2024, regarding Project Funding Agreement TW-24-1.0-SP (PFA), executed between the Department of Water Resources (Department) and Reclamation District 1601 for Phase 2 of District Multi-Benefit Project on Twitchell Island. The letter requests to move forward with certain tasks prior to the approval of the Scope of Work (SOW), submitted to the Department on August 27, 2024.

The letter states that there are several critical project activities that need to begin prior to the Department's approval of the SOW in order for construction of the first phase of work to commence next spring and maintain the overall project schedule. The three tasks include contracting with environmental consultants, performing a late-season botanical survey, and a topographical survey.

It has been determined that the PFA shall remain in full force and effect. Therefore, the request is denied. Paragraph 7 of the PFA includes the following: "The Department shall review and concur with the SOW to be performed pursuant to this Agreement prior to any Project costs (excepting those costs related to preparing the SOW) being incurred by Local Agency and shall approve all costs and/or invoices submitted by Local Agency's consultants, contractors, or subcontractors prior to payment by Local Agency. Any Project costs, except those costs related to preparing the SOW, incurred prior to Department concurrence with the SOW shall be ineligible for reimbursement by the Department pursuant to this Agreement. The Local Agency shall also submit the SOW to CDFW for review and approval."

Furthermore, it has come to our attention that the project's Consistency Determination with the Delta Stewardship Council (DSC) has not been completed. Because this project was awarded funds with the understanding that the project was "shovel ready", any costs associated with completing the DSC Consistency Determination are ineligible for reimbursement under the PFA.

If you have any questions, please contact Project Engineer, Saskia Donovan at (916) 460-0407 or Bobby Jafarnejad, Manager of Delta Levees Special Flood Control Projects, at (916) 820-8221.

Ms. Linda Carter
Page 2

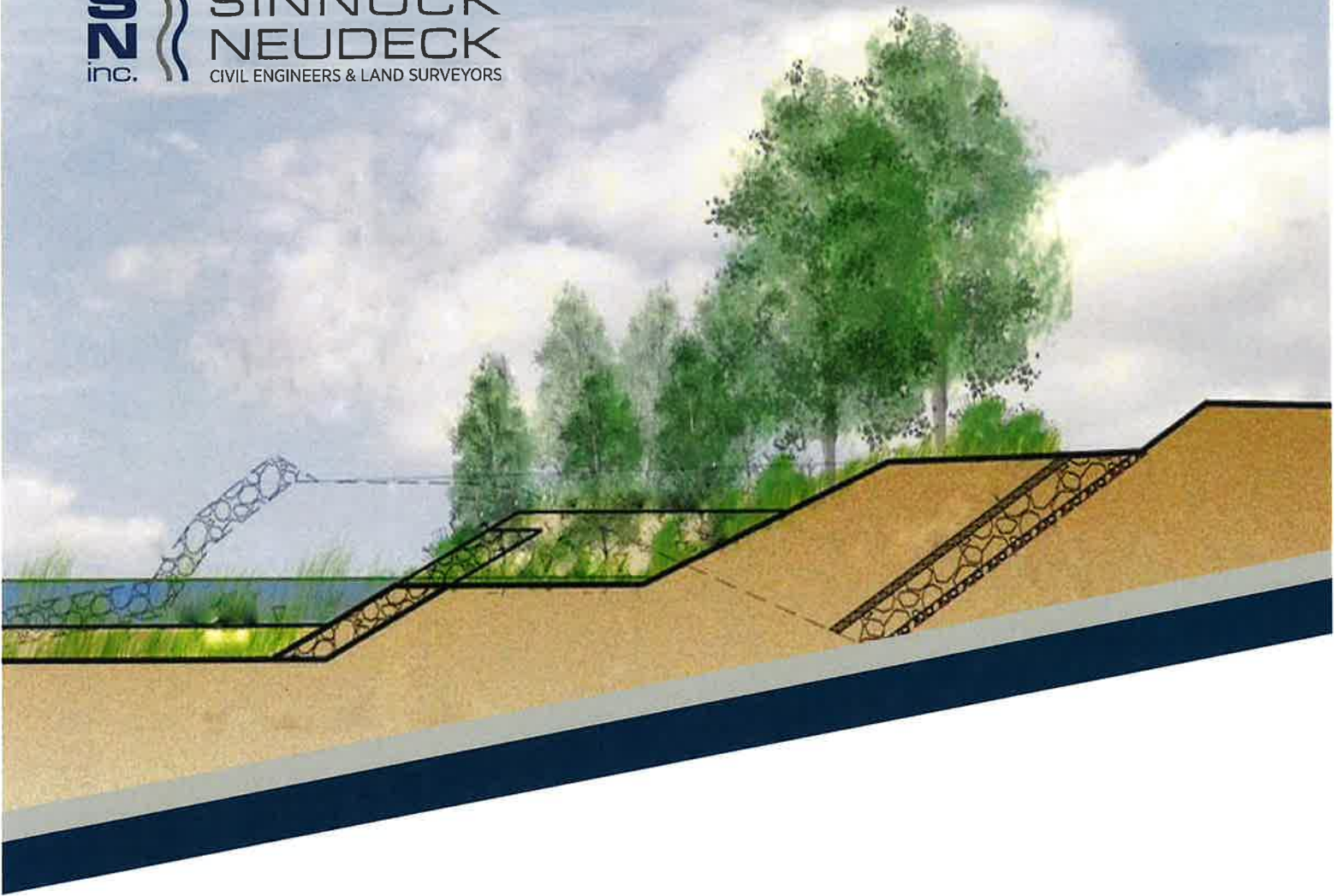
Sincerely,



Andrea L. Lobato, P.E., Manager
Delta Levees Program

cc: KSN, Inc.
711 North Pershing Avenue
Stockton, California 95203

EXHIBIT G



2023 Projects Solicitation Package for
Multi-Benefit Projects

Scope of Work

**Reclamation District No. 1601 – Twitchell Island
San Joaquin River Setback Levee – Reach 6**

August 27, 2024

Prepared For

State of California
Department of Water Resources
715 P Street, 6th Floor
Sacramento, CA 95814

Prepared By

Kjeldsen, Sinnock & Neudeck, Inc.
711 N. Pershing Avenue
Stockton, 95203



1 INTRODUCTION

Reclamation District No. 1601 – Twitchell Island (District) is responsible for maintaining the levee system and drainage facilities that provide flood protection for primarily agricultural land and infrastructure on Twitchell Island. The District was formed in 1869 and encompasses an area of approximately 3,560 acres within the Delta Primary Zone, surrounded by 11.8 miles of levee. All lands are located within Sacramento County.

The District is located near State Highway Routes 12 and 160 and is bordered by Sevenmile Slough to the north and east, Threemile Slough to the west, and San Joaquin River to the south. Emergency ingress and egress routes are via Sacramento County roads along Sevenmile Slough that provides emergency evacuation to the north via Brannan-Andrus Island and State Highway 12 or to the west via State Highway 160. A vicinity map showing the location of the District is shown in **Figure 1-1**.

1.1 BACKGROUND & PROJECT NEED

The Twitchell Island levee system, and particularly the San Joaquin River levee reach, has a history of levee stability complications including settlement, subsidence, seepage, and slope failure. Deep organic soils and sands in conjunction with adjacent deep waterways and high winds common in the western Delta cause the San Joaquin River levee reach to be extremely vulnerable to erosion and failure, particularly when high winds coincide with high water events which direct significant wave energy and runoff at the levees.

The District's overall San Joaquin River Setback Levee Project consists of rehabilitating over four miles of the District's levee along the San Joaquin River in a manner that will increase the levee's resistance to erosion, provide better overall levee stability, and provide additional freeboard to protect against overtopping due to wind generated waves. Furthermore, the project will provide much needed channel margin habitat along this stretch of the San Joaquin River.

The overall San Joaquin River Setback Levee Project is currently divided into ten reaches. Each reach is approximately ½ mile long and is further divided into three phases. The specific work described within this Scope of Work (SOW) is for Reach 6 of the District's overall San Joaquin River Setback Levee Project which is from Station 482+00 to Station 508+80. Reach 6 has been identified as the District's highest priority and the reach with the greatest risk.

1.2 STATE FUNDING HISTORY

This SOW has been prepared in accordance with Project Funding Agreement (PFA) No. TW-24-1.0-SP which was executed on June 19, 2024, between the Department of Water Resources (DWR) and the District. Prior PFAs have authorized funding to the District for engineering, field surveys, environmental evaluation, and permitting of the levee improvements and rehabilitation activities associated with the San Joaquin River levee reach on Twitchell Island. As a result of these prior efforts, the environmental documentation in accordance with the California Environmental Quality Act (CEQA), permitting, and preliminary engineering were finalized for the overall San Joaquin River Setback Levee Project back in 2019.

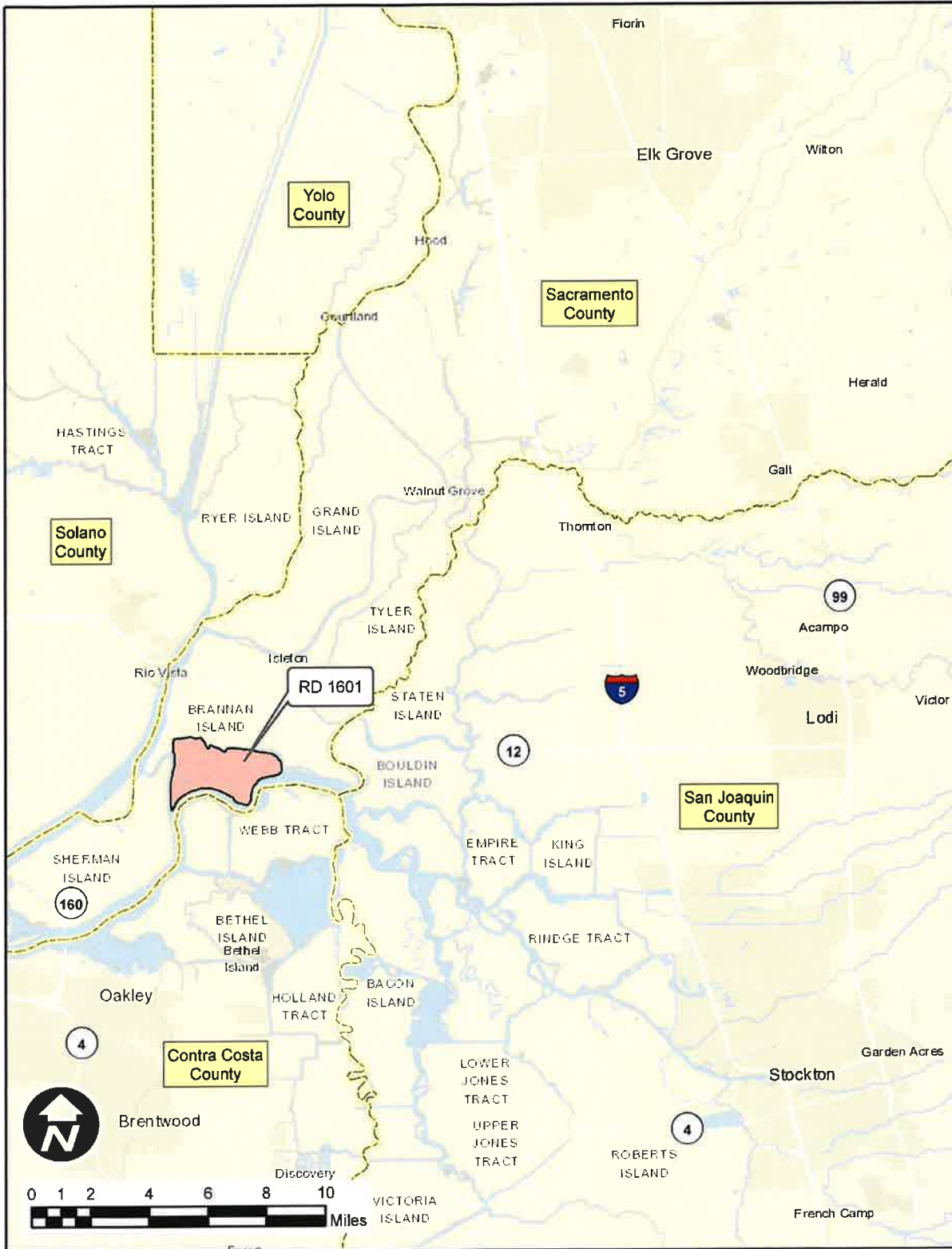


Figure 1-1 - Vicinity Map



1.3 DISTRICT PERSONNEL

District personnel, including consultants involved with the Project, are summarized below in **Table 1-1**.

Table 1-1 - District Personnel

Title	Name	Company
Board of Trustees		
President	Barry Sgarella	RD No. 1601 – Twitchell Island
Trustee	David Huston	RD No. 1601 – Twitchell Island
Trustee	Jasbir Gill	RD No. 1601 – Twitchell Island
District Staff		
Attorney	Jesse Barton	Gallery & Barton
District Engineer	Christopher H. Neudeck	Kjeldsen, Sinnock & Neudeck, Inc.
Secretary	Linda Carter	RD No. 1601 – Twitchell Island
Superintendent	Rick Carter, Jr.	RD No. 1601 – Twitchell Island
Project Consultants		
Project Manager	Erik Almaas	Kjeldsen, Sinnock & Neudeck, Inc.
Construction Manager	David Carr	Kjeldsen, Sinnock & Neudeck, Inc.
Environmental Compliance	Nick Tomera	GEI Consultants



2 PROJECT DESCRIPTION

The overall San Joaquin River Setback Levee Project is anticipated to be constructed in multiple stages over the course of many years as funding becomes available. The environmental, permitting, and preliminary engineering components of the overall project have been completed.

2.1 PROJECT OBJECTIVES

The District is currently in the advantageous position of having a shovel-ready, multi-benefit project that will provide for the following primary objectives:

- to accomplish landside levee improvements that increase the levee's resistance to erosion, provide better overall levee stability, and provide additional freeboard (increased levee height) for an estimated wave run-up of 4.7 feet above the 100-year event water surface elevation.
- to provide channel margin habitat along this stretch of the San Joaquin River.

2.2 PROJECT CONSTRUCTION PHASING

The overall San Joaquin River Setback Levee Project is currently divided into ten reaches. Each reach is approximately ½ mile long, and most reaches, including Reach 6, are further divided into three phases. The three phases consist of:

- Phase 1: Foundation Toe Berm
- Phase 2: Setback Levee
- Phase 3: Channel Margin Habitat

The specific work described within this SOW is for the District's first priority of the overall San Joaquin River Setback Levee Project which consists of Reach 6 from Station 482+00 to Station 508+80, as shown in **Figure 2-1**. The three phases of Reach 6 are summarized in **Figure 2-2** and discussed in further detail below.

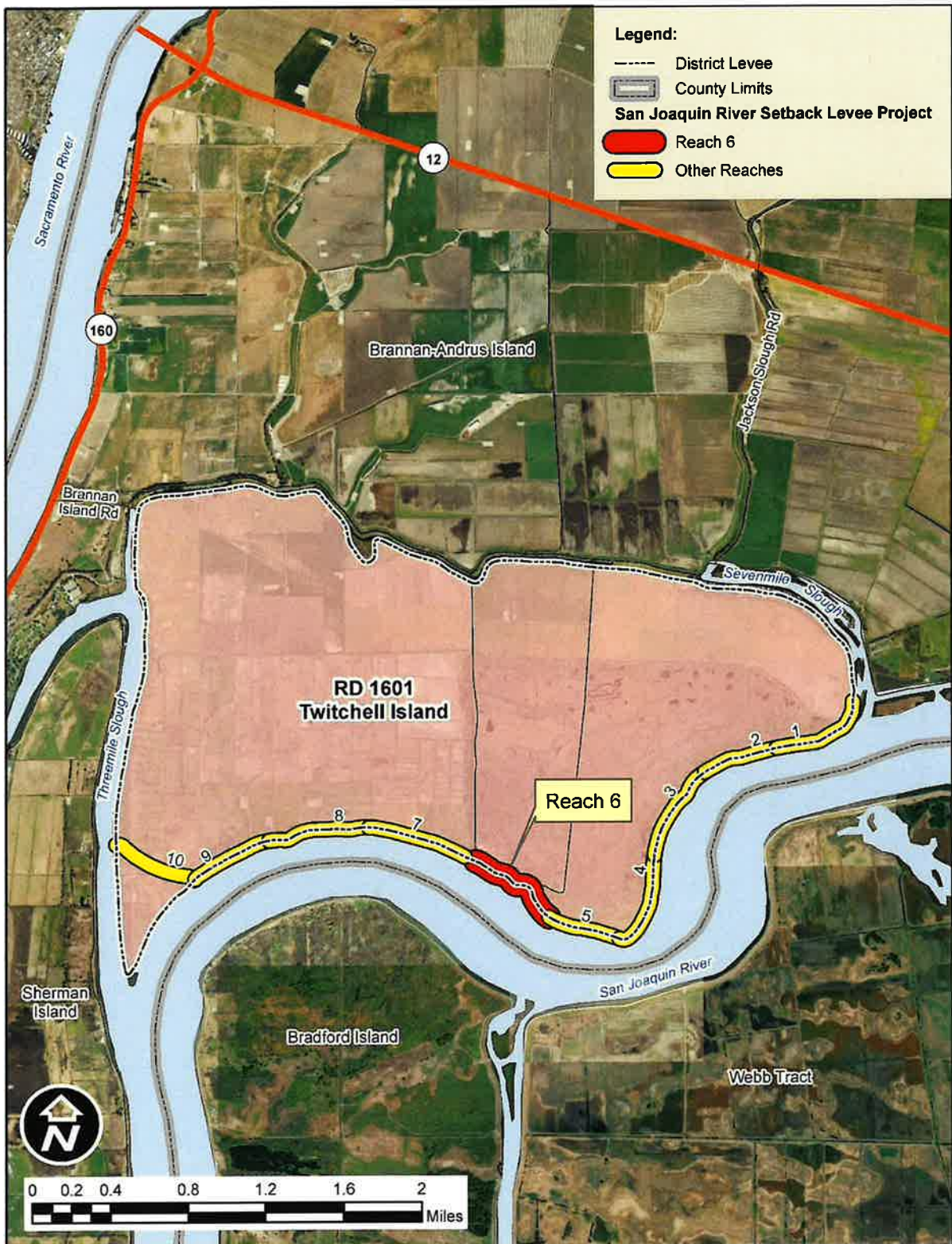


Figure 2-1 - Project Site Map

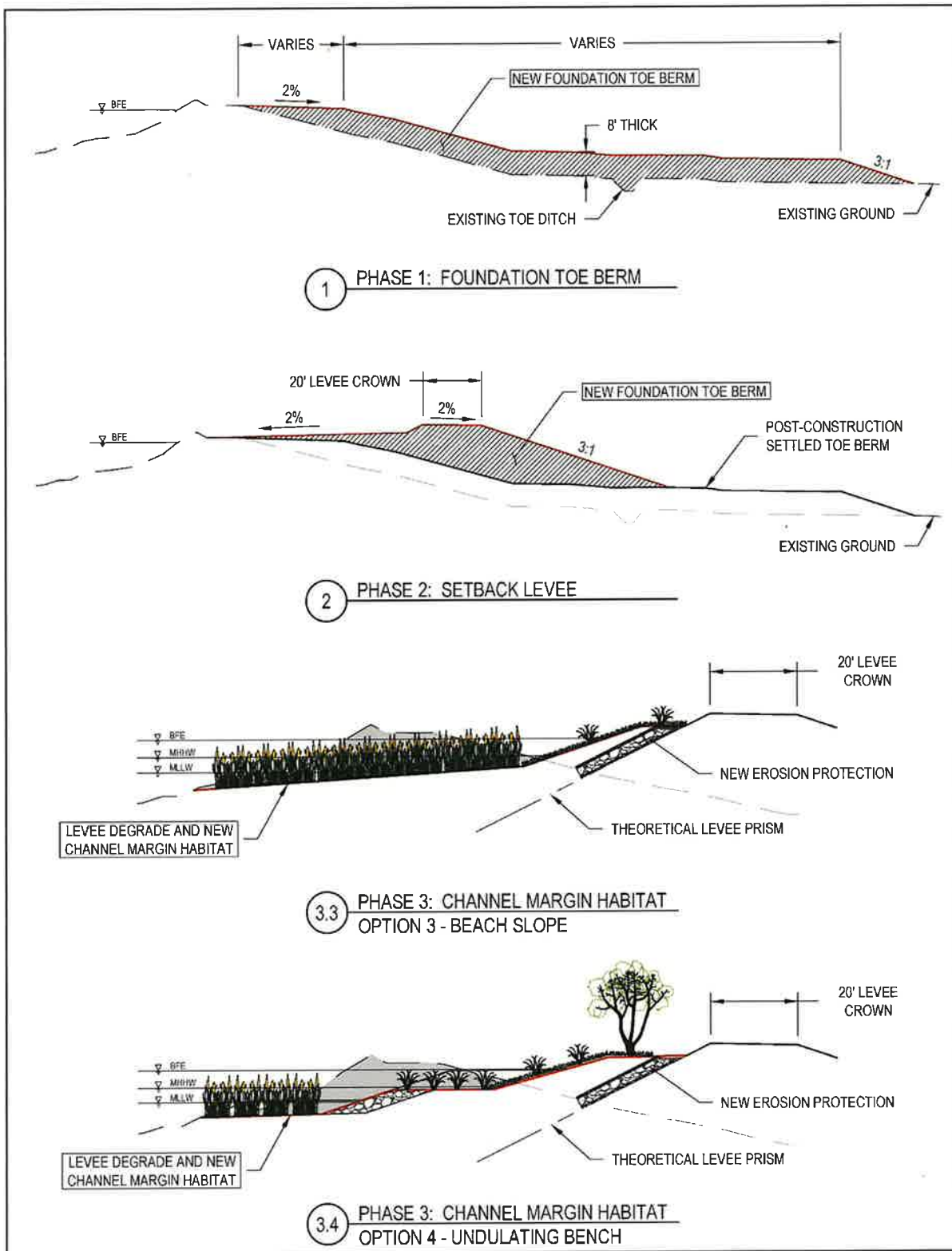


Figure 2-2 - Project Phases

RECLAMATION DISTRICT NO. 1601
 TWITCHELL ISLAND
 SAN JOAQUIN RIVER SETBACK LEVEE PROJECT
 REACH 6 - PRIORITY 1 - STA. 482+00 TO STA. 508+80
 SACRAMENTO COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Cost	Total Cost
Construction					
<i>Phase 1: Foundation Toe Berm</i>					
1.	Mobilization			5%	\$314,300
2.	Erosion Control			5%	\$314,300
3.	Clearing and Grubbing	16	AC	\$4,000	\$64,000
4.	12" Pipe	230	LF	\$25	\$5,800
5.	12" Perforated Pipe	1,540	LF	\$25	\$38,500
6.	Cleanout	10	EA	\$1,000	\$10,000
7.	Drain Rock	6,200	TN	\$40	\$248,000
8.	Relocate Existing Utility Pole	5	EA	\$15,000	\$75,000
9.	Import Fill	291,000	TN	\$20	\$5,820,000
10.	Toe Ditch	2,400	LF	\$10	\$24,000
				<i>Subtotal:</i>	\$6,913,900
<i>Phase 2: Setback Levee</i>					
1.	Mobilization			5%	\$161,300
2.	Erosion Control			5%	\$161,300
3.	Import Fill	122,000	TN	\$20	\$2,440,000
4.	Reconstruct Existing Siphon	1	EA	\$33,000	\$33,000
5.	Rock Slope Protection	11,500	TN	\$55	\$632,500
6.	All-Weather Road Patrol Roads	3,400	TN	\$35	\$119,000
				<i>Subtotal:</i>	\$3,547,100
<i>Phase 3: Channel Margin Habitat</i>					
1.	Mobilization			5%	\$46,900
2.	Erosion Control			5%	\$46,900
3.	Earthwork	2,680	LF	\$200	\$536,000
4.	Planting	2,680	LF	\$150	\$402,000
5.	Habitat Establishment (1 year)			<i>(included in Planting item)</i>	
				<i>Subtotal:</i>	\$1,031,800
				Construction Subtotal:	\$11,492,800

**RECLAMATION DISTRICT NO. 1601
 TWITCHELL ISLAND
 SAN JOAQUIN RIVER SETBACK LEVEE PROJECT
 REACH 6 - PRIORITY 1 - STA. 482+00 TO STA. 508+80
 SACRAMENTO COUNTY, CALIFORNIA**

OPINION OF PROBABLE COSTS

Item	Description	Qty	Unit	Unit Cost	Total Cost
Management / Environmental / Engineering					
1.	Project Management			2.0%	\$229,900
2.	Environmental and Permitting			0.5%	\$57,500
3.	Final Engineering - Phase 1			1.0%	\$69,200
4.	Final Engineering - Phase 2			5.0%	\$177,400
5.	Final Engineering - Phase 3			3.0%	\$31,000
6.	Bidding and Contract Award			0.5%	\$57,500
7.	Construction Mangement, Inspection & Environmental Compliance			8.0%	\$919,500
8.	Mitigation			6.0%	\$689,600
<i>Management / Environmental / Engineering Subtotal:</i>					\$2,231,600
PROJECT SUBTOTAL:					\$13,724,400
CONTINGENCY (15%):					\$2,058,700
PROJECT TOTAL:					\$15,783,000

Notes:

1. All environmental, permitting, and preliminary engineering for the overall project will have been completed as part of DWR PFA No. TW-09-1.0. A new CDFW LSAA will need to be secured.
2. Soft Costs include project management, final engineering, bidding and contract award, and construction management and inspection.
3. Mitigation costs are based on purchasing mitigation credits at an approved mitigation bank at a rate of ±\$150k per acre based on impacts to waters of the U.S. at a mitigation ratio of 1:1 and impacts to GGS habitat at a mitigation ratio of 3:1
4. Habitat establishment costs are based on the 1-year establishment period that begins immediately following the end of planting. A 3-year performance period will follow through a separate PFA.

EXHIBIT H

Environmental Monitoring and Permit Compliance Services

September 9, 2024

Consulting
Engineers and
Scientists

Kjeldsen, Sinnock, and Neudeck Inc.
Attn: Erik Almaas
711 N. Pershing Ave.
Stockton, CA 95203
Email: ealmass@ksninc.com

Subject: Proposal to Provide Environmental Monitoring and Permit Compliance Services for the Twitchell Island Levee Improvement Project

Dear Mr. Almaas:

GEI Consultants, Inc. (GEI) is pleased to provide this proposal for environmental monitoring and permit compliance service for the Twitchell Island Levee Improvement Project (Project) to Kjeldsen, Sinnock, and Neudeck Inc. (KSN). It is our understanding that KSN, as the engineer for Reclamation District (RD) 1601, will construct Reach 6 of the Project under three phases, which includes a toe berm (Phase 1), a setback levee (Phase 2), and waterside habitat improvements (Phase 3). Each phase will be constructed in a single year with a fourth year of habitat monitoring.

GEI staff have worked closely with KSN to obtain the Clean Water Act (CWA) Section 404 authorization (SPK-2014-00921) from the U.S. Army Corps of Engineers, biological opinions from the U.S. Fish and Wildlife Service and National Marine Fisheries Services, CWA Section 401 Water Quality Certification (WDID No. 5B34CR00065) from the Regional Water Quality Control Board, and Streambed Alteration Agreement (No. 1600-2014-0422-R3) from the California Department of Fish and Wildlife. Moreover, GEI staff (previously at AECOM) helped prepare the Environmental Impact Report (SCH No. 2012022038) under the California Environmental Quality Act and restoration plans. Additionally, GEI recently worked with KSN to provide extensive biological monitoring and compliance services for construction of the RD 17 Levee Seepage Repair Project. Because of this experience, GEI is well suited to meet the scope of work (SOW) provided herein.

As discussed with KSN, the SOW includes the following four tasks:

1. Project Management and Coordination
2. Environmental Compliance and Monitoring
3. Waterside Habitat Restoration Design and Construction Support
4. Permit Assistance

Where appropriate, the SOW includes subtasks in order to provide clarity and/or to support compliance with the grant which is being funded through the California Department of Water Resources' Delta Levees Special Flood Control Projects Program. This SOW also provides a cost estimate which includes labor and expenses. We believe that some of these costs could be reduced through permit amendments (see Subtask 4.4, "Prepare Permit Amendments, As Needed," of this SOW).

Ms. Kelly Fitzgerald-Holland, with over 27 years of biological compliance and project management experience, will serve as the Project Manager, and Mr. Nick Tomera, with over 15 years of permitting experience, will serve as the Deputy Project Manager. If you have any questions regarding the SOW, please contact Kelly at kholland@geiconsultants.com or Nick at ntomera@geiconsultants.com. We look forward to working with KSN on this important Project to protect the Delta.

Sincerely,

GEI Consultants, Inc.


Kelly Fitzgerald-Holland, C.W.B.
Project Manager


Nick Tomera, JD
Deputy Project Manager

Table 1. Cost Estimate Summary By Task			
Task	Task Name	Total Hours	Total Dollars
1	Project Management and Coordination		
1.1	Annual Kick-off Meeting	85	\$19,883
1.2	Construction Meetings	174	\$48,385
1.3	Project Management and Coordination	112	\$30,427
	Task 1 Subtotal	371	\$98,695
2	Environmental Compliance and Monitoring		
2.1	Employee Education on Environmental Resources	24	\$3,479
2.2	Preconstruction Rare Plant Survey	46	\$7,088
2.3	Nesting Bird Surveys and Bat Roost Habitat Evaluation	126	\$17,655
2.4	Preconstruction Biological Surveys	54	\$6,874
2.5	Develop Trapping and Relocation Plan for Western Pond Turtle	58	\$8,814
2.6	Develop and Implement Fish Monitoring Plan	136	\$25,217
2.7	Biological Support and Monitoring During Construction	3780	\$419,250
	Task 2 Subtotal	4224	\$488,376
3	Waterside Habitat Restoration Design and Construction Support		
3.1	Design: Prepare Construction Documents	1080	\$205,080
3.2	Bid and Construction Support	294	\$62,334
3.3	Performance Monitoring and Reporting	168	\$29,668
	Task 3 Subtotal	1542	\$297,083
4	Permit Assistance		
4.1	Permit Compliance Support	56	\$15,817
4.2	Delta Stewardship Council Consistency Determination Support	115	\$20,330
4.3	Mitigation Credit Support	40	\$10,800
4.4	Prepare Permit Amendments, As Needed	40	\$10,800
4.5	Prepare LSAA Notification	50	\$8,140
	Task 4 Subtotal	301	\$65,887
	Total Labor	6438	\$950,041
	Other Direct Costs		
	Printing and Reproduction		\$200
	Travel Expenses		\$26,532
	GEI Equipment (no administrative fee)		\$37,500
	Administration Fee of 4% on Expenses		\$1,069
	Subtotal Other Direct Costs		\$65,301
	SUM TOTAL ESTIMATE PROJECT COST		\$1,015,343

EXHIBIT I

PROJECT FUNDING AGREEMENT
For **Phase 2** of District
Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

This Agreement is made and entered into by and between the Department of Water Resources of the State of California, hereinafter referred to as "Department," and Reclamation District No. 1601 (Twitchell Island), a political subdivision of the State of California, hereinafter referred to as "Local Agency" or "District."

WHEREAS, California Water Code Section 12311(a) directs the Department to develop and implement a program of flood control projects on Bethel, Bradford, Holland, Hotchkiss, Jersey, Sherman, Twitchell, and Webb Islands, for the Towns of Thornton and Walnut Grove, and for approximately 12 miles of levees on islands bordering Northern Suisun Bay from Van Sickle Island westerly to Montezuma Slough and other locations in the Sacramento-San Joaquin Delta, hereinafter referred to as "Delta"; and

WHEREAS, Water Code Section 12312 authorizes the Department's expenditures for flood protection and related habitat mitigation and improvement projects, and requires the Department to seek cost-sharing with beneficiaries, owners, or operators of public facilities benefited by the flood protection projects; and

WHEREAS, Water Code Section 12314 and 79050 provides that expenditures must be consistent with a net long-term habitat improvement program and have a net benefit for aquatic species in the Delta; and

WHEREAS, Water Code Section 12315 allows such projects to be undertaken by the Local Agency pursuant to an agreement with the Department; and

WHEREAS, the Department has published the Delta Levees Special Flood Control Projects: 2014 Guidelines For Providing Funding to Local Public Agencies (hereinafter referred to as "Guidelines") that specify requirements for work under this agreement; and

WHEREAS, the District has either hired or contracted with a State of California Registered Civil Engineer (hereinafter referred to as "Engineer") to meet the requirements specified in the Guidelines; and

WHEREAS, the Local Agency and its Engineer have determined that the levees of Twitchell Island are in need of rehabilitation and the proposed work is necessary (hereinafter referred to as the "Project"); and

WHEREAS, the Local Agency plans to undertake the Project for the levees along the San Joaquin River where it has been found that landside improvements are needed to increase the levee's resistance to erosion and to provide better levee stability and additional freeboard; and

WHEREAS, the Local Agency in its request for Department funding assistance, dated November 21, 2023, proposes to construct a foundation berm and a new setback

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 2 of 14

levee behind and attached the existing Reach 6 levee from Station 482+00 to Station 508+80 along the San Joaquin River; and

WHEREAS, the Department concurs with the District and its Engineer that Department funding for the District's Project is needed to protect identifiable public benefits; and

WHEREAS, on February 3, 2023, the Department released a "Delta Levees Special Flood Control Projects, Projects Solicitation Package For Multi-Benefits Projects" (PSP) in the amount of \$37 million requesting proposals for multi-benefit projects; and

WHEREAS, the PSP and its criteria were prepared in accordance with the Guidelines; and

WHEREAS, the intent of the PSP was to provide assistance to levee works that fully integrate levee improvement, habitat enhancement features, and export water supply reliability; and

WHEREAS, the Department received 17 concept proposals from Local Agencies, of which six (6) were invited to submit full applications; which were evaluated and scored in accordance with the PSP and the Guidelines scoring criteria; and

WHEREAS, funding for the selected projects will be broken up into two phases with separate Project Funding Agreements; and

WHEREAS, the Local Agency has stated that the Project is ready for construction and has already completed Phase 1 planning, permitting, and design; and

WHEREAS, this Phase 2 Agreement will provide for construction, construction engineering and inspections, mitigation costs associated with construction, project close out, and the development and implementation of an interim monitoring and management plan for any environmental enhancement established pursuant to this Project until success criteria are met after the three-year performance period; and

WHEREAS, the District agrees to enter into a Project Funding Agreement with the Department to develop and implement a three-year monitoring and maintenance plan for any environmental enhancement developed pursuant to this Project; and

WHEREAS, a catastrophic failure of the District's levee in this area would result in detrimental impacts on water quality and could jeopardize the massive north-to-south water transfer system associated with the State Water Project and the Central Valley Project; and

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 3 of 14

WHEREAS, the District's work covered by this Agreement will not proceed until it has complied with all applicable federal, State, and local laws and regulations, and the Department has reviewed a set of plans, specifications and a final report, prepared and approved by a California registered civil engineer. The Department shall also review the Scope of Work (SOW) submitted by the District and approved by a California registered civil engineer; and

WHEREAS, the Project's benefits will be consistent with the aquatic and wetland habitat goals and objectives set forth in CALFED's Ecosystem Restoration Program Plan, the San Francisco Estuary Project's Comprehensive Conservation and Management Plan, the Central Valley Project Improvement Act, the Anadromous Fish Restoration Plan, and the fisheries recovery strategies described in the November 1996 Recovery Plan for the Sacramento/San Joaquin Delta Native Fishes; and

WHEREAS, this Project will provide opportunities for ecosystem restoration, flood control, water supply and water quality benefits, and conveyance while enhancing levee system integrity consistent with Water Code Section 79553; and

WHEREAS, State funding for the District's Project is consistent with the objectives of the Special Flood Control Project Program, and is consistent with the Delta ecosystem restoration strategy of the CALFED Bay-Delta Program (Water Code Section 12300(d) and (b)); and

WHEREAS, the Local Agency will be required to develop habitat or purchase mitigation credits in a manner acceptable to CDFW to mitigate for habitat losses from the proposed levee maintenance and improvement works if impacts are not avoided; and

WHEREAS, Local Agency and Department and California Department of Fish and Wildlife (CDFW) agree that Local Agency has met all of the requirements of Water Code Section 12314 and Water Code Section 12987 in its previous agreements with the Department.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. This Agreement covers Department reimbursement for the Local Agency's Project for engineering and construction of levee, habitat improvement, and rehabilitation activities on Reach 6 along the San Joaquin River extending from Station 482+00 to Station 508+80, which will consist of the construction of a substantial landside toe berm, the construction of a setback levee that will provide additional freeboard, and the construction of an assortment of

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 4 of 14

channel margin habitats along the waterside of the levee, and includes the following tasks:

- a) **Construction Engineering Services** - This task includes engineering, design, topographic surveys, preparation of a Scope of Work (SOW) and plans and specifications, preparation of bids, generation of cost estimates, construction inspection, engineering and design contract administration, geotechnical evaluation of material placement, compaction testing, preparation of monthly reports, evaluation of billings, funding source coordination, preparation of design drawings, and final reports.
 - b) **Levee Construction** – This task, outlined in the June 23, 2023, Full Application from the Local Agency, includes improvement and/or rehabilitation of the levee at Reach 6 on the San Joaquin River from Station 482+00 to Station 508+80.
 - c) **Habitat Enhancement Construction** – The task, outlined in the June 23, 2023, Full Application from the Local Agency, includes the implementation of the proposed habitat enhancement at Reach 6 on the San Joaquin River from Station 482+00 to Station 508+80 including the development and implementation of an interim monitoring and management plan for any environmental enhancement established pursuant to this Project until success criteria are met after the three-year performance period..
 - d) **Field Investigations** - This task includes field surveys, geotechnical investigation and design, field and soil surveys pertaining to borrow material assessments, soil surveys to determine foundation conditions, biological surveys, and preparation of reports and design files comprised of the data collected in the surveys.
 - e) **Mitigation** - This task includes either the purchase of mitigation credits at a CDFW approved mitigation bank or securing land along with the creation of legal documents that will allow for the creation, preservation and long-term management of habitat at a site that is acceptable to CDFW.
2. Subject to the availability of State funding and any sharing of costs or financial assistance pursuant to Water Code Section 12312, the Department shall pay up to 95 percent of the cost of work performed by the Local Agency under this Agreement, not to exceed a total amount payable of \$15,000,000 for the Project.
 3. No payment or reimbursement shall be made for Local Agency administrative services.

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

4. Reimbursement of automobile mileage that is related to Project business will follow the prevailing Federal Standard mileage rate for the cost of operating an automobile. No payment will be made for administrative costs related to mileage.
5. The Department reserves the right to later review the Local Agency's ability to pay to determine if conditions have changed for reimbursement of future projects.
6. Subject to the availability of funds pursuant to this Agreement, Local Agency shall be responsible for providing Local Agency personnel and/or a construction contractor(s) to implement construction measures for its Project in accordance with directions of the District and its Engineer.
7. The Local Agency shall prepare and submit a SOW, District Engineer-approved final plans and specifications, and geotechnical studies/evaluations for the work to be performed. All technical documents and drawings shall be approved by a California registered civil engineer, prior to being submitted to the Department. The Department shall review and concur with the SOW to be performed pursuant to this Agreement prior to any Project costs (excepting those costs related to preparing the SOW) being incurred by Local Agency and shall approve all costs and/or invoices submitted by Local Agency's consultants, contractors, or subcontractors prior to payment by Local Agency. Any Project costs, except those costs related to preparing the SOW, incurred prior to Department concurrence with the SOW shall be ineligible for reimbursement by the Department pursuant to this Agreement. The Local Agency shall also submit the SOW to CDFW for review and approval. The SOW shall include a complete project description and costs of all activities along with schedules and completion dates. The schedule will include time for a review of the draft and final plans and specifications by the Department. Any construction costs of the Project incurred by the Local Agency prior to Department review of the District's final plans and specifications shall be ineligible for reimbursement. For reimbursement purposes, Local Agency shall release payments to consultants for work associated with this Agreement only if authorized by the Department. Invoices submitted by Local Agency to Department shall provide detailed descriptions of Project tasks and work performance dates.
8. The Department may pay in advance for the work covered by this Agreement. The amount of such advance payments must be justified by the Local Agency and shall correspond with the expected costs associated with the Local Agency's Project expenses for six months. The total amount of advance payments shall not exceed 90 percent of the total amount payable under this Agreement. If the Department finds that work under this Agreement has not been satisfactorily performed, or where advances exceed total actual reimbursable expenses, Local Agency shall promptly remit to the Department all amounts advanced in excess

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 6 of 14

of total final reimbursable costs as directed by the Department. Upon request of the Department, and before any advance, Local Agency shall post a bond, provide a letter of credit, or execute a deed of trust or other form of security acceptable to the Department that ensures faithful performance of the work set forth in this Agreement. In the event that Local Agency has an outstanding obligation with the Department pursuant to this paragraph, the Department may seek such reimbursement from the Local Agency by any appropriate means, including but not limited to collecting any amount owing to Local Agency from the Department or the Central Valley Flood Protection Board under the Delta Flood Protection Program.

9. If the Department provides an advance payment under this Agreement and the Local Agency will not expend the funds within thirty (30) days, the Local Agency shall deposit the funds in an insured account that is acceptable to the Department.
10. Local Agency shall submit quarterly progress reports to the Department to account for Project Expenses covered by any advance payment(s) provided to the Local Agency pursuant to Paragraph 8. Local Agency must also submit to the Department progress reports covering all remaining reimbursable Project expenses in excess of the total allowable advance payment set forth in this Agreement, but not exceeding the total amount payable under this Agreement. The Department will pay Local Agency no more frequently than monthly in arrears for expenses in excess of the total allowable advance payments. Progress reports for District's Project under this Agreement shall include a detailed description of the work performed including a photographic summary as well as a detailed accounting of expenses incurred (additional copies can be transmitted in digital format). Detailed expense reports shall consist of, but not be limited to the following: invoices, rental receipts, employee time sheets, and receipts for supplies and equipment. The Department shall make all reasonable efforts to process payments for costs in excess of the advance payment, but not exceeding the total amount payable under this Agreement, on a timely and high-priority basis following progress report submittal. Progress reports shall reference the title of this Agreement and be mailed to the Department of Water Resources, Post Office Box 942836, Sacramento, CA 94236-0001, Attention: Delta Levees Program.
11. Draft and Final Completion Reports with as-built drawings, final geodetic survey information, and photographs shall be submitted by the District to the Department at the completion of the Project.
12. The Department shall pay 90 percent of the costs determined to be eligible for reimbursement as provided in Paragraph 2 of this Agreement and as specified in

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 7 of 14

the Guidelines. The remaining 10 percent, hereinafter referred to as "retention," shall be paid following successful completion of all services to be performed under this Agreement. The following conditions must be met before retention is released under this Agreement:

- a) The Department reserves the right to inspect the District's Project at any time, including before release of retention.
 - b) The Department requires that a Completion Report and a set of as-built drawings are provided to the Department at completion of the Project. Any changes must be fully documented (see Section 14 for additional requirements per changes to the SOW). Additionally, at completion of its Project, Local Agency shall provide for a final inspection and certification by its Engineer that the Project has been completed in accordance with plans and specifications and any modifications thereto and in accordance with this Agreement.
 - c) The Department shall not release retention for levee rehabilitation construction and mitigation implementation under this Agreement until CDFW has received an AB360 Post Project Retention Release Form, has performed a post project inspection, if necessary, and made a written determination that all habitat mitigation implementation relating to levee rehabilitation construction under this Agreement has been completed to the satisfaction of CDFW.
 - d) Subject to Department and CDFW authorization, retention for construction may be released prior to retention for engineering if construction has been completed to the satisfaction of the Department and CDFW.
 - e) Notwithstanding the foregoing, the Department and CDFW agree to authorize payment of retention upon completion of the construction of Project so long as all mitigation for the construction is completed to the satisfaction of CDFW. The retention for the monitoring of the enhancement and/or mitigation will be held until success criteria has been met after the three-year performance period.
13. The Local Agency shall provide the Department with all relevant engineering/biological data compiled or obtained for the Project. Data monitoring the progress of the on-site construction activities, including, but not limited to piezometer and settlement data, will be provided on a quarterly basis to the Department in digital format. Data collected upon completion of the Project, including, but not limited to as-built surveys, material quantities, quality test data, surveys, and topography shall be provided prior to final reimbursement to the

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 8 of 14

Local Agency, and will be supplied to the Department in both hard copy and digital format. The Department retains the right to maintain and utilize these data in support of any of its activities.

14. If, during the performance of work on the Project, unforeseen conditions are discovered or events occur that make it clear that the cost of completing work described in this Agreement may exceed the total amount established in Paragraph 2, or that changes to the SOW are necessary, Local Agency shall immediately notify the Department in writing and the parties of this Agreement shall consult with respect to the problem.
15. No employee, officer, employer, or agent of Local Agency shall participate in the selection or in the award or administration of a contract supported by State funds if a conflict of interest, real or apparent, would be involved. The Local Agency shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 *et seq.*, PCC Sections 10365.5 *et seq.*, PCC Sections 10410 *et seq.*, and Government Code Sections 1090 *et seq.*, and 81000 *et seq.*
16. Local Agency shall be responsible for compliance with competitive bidding, prevailing wage provisions, contract administration laws, and all applicable labor laws including, but not limited to, Public Contract Code Section 20920, *et seq.*, California Water Code Section 50907; and Labor Code Section 1720 *et seq.* and 1770 *et seq.* Prior to awarding a contract for a public works project funded in whole or in part under Proposition 50, Proposition 84, or any other source of funding so requiring, Local Agency shall adopt and enforce a labor compliance program pursuant to Labor Code Section 1771.5. Local Agency must also specifically comply with California Labor Code Section 1773.3 (Duty to notify the California Department of Industrial Relations (DIR) when awarding a contract for a public works project. Construction work performed by Local Agency forces may be exempt from competitive bidding and shall be reimbursed pursuant to the equipment rates established by Caltrans (annual labor surcharge and equipment rental rates) and the Delta Levees Subventions Program. These equipment rental rates are available on the internet at <http://www.dot.ca.gov/hq/construc/>.
17. In accordance with Water Code Section 9140, if Local Agency is responsible for the operation and maintenance of a project levee, or if Local Agency operates and maintains a non-project levee that also benefits land within the boundaries of the area benefited by a project levee, Local Agency shall prepare and submit to Department, on or before September 30th of each year, a report of information for inclusion in periodic flood management reports prepared by Department relating to the project levee. The information shall include all of the following:

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 9 of 14

- a) Information known to the local agency that is relevant to the condition of the levee.
 - b) Information identifying known conditions that might impair or compromise the level of flood protection provided by the levee.
 - c) A summary of the maintenance performed by the local agency during the previous fiscal year.
 - d) A statement of work and estimated cost for operation and maintenance of the levee for the current fiscal year, as approved by the local agency.
 - e) Any other readily available information contained in the records of the local agency relevant to the condition or performance of the levee, as determined by the Central Valley Flood Protection Board or the Department.
18. In accordance with Water Code Section 9650, if Local Agency receives funding from the State to upgrade a project levee that protects an area in which more than 1,000 people reside, Local Agency responsible for the project levee and any city or county, including charter cities or counties, protected by the project levee shall enter into an agreement to adopt a safety plan within two years. The safety plan shall be integrated into any other Local Agency emergency plan and shall be coordinated with the state emergency plan. The local entity responsible for the operation and maintenance of the project levee shall submit a copy of the safety plan to the Department and the Central Valley Flood Protection Board. No advances or reimbursements shall be made by the State for a levee covered by this paragraph until it receives the agreement from all necessary entities. The safety plan shall include all of the following elements:
- a) A flood preparedness plan that includes storage of materials that can be used to reinforce or protect a levee when a risk of failure exists.
 - b) A levee patrol plan for high water situations.
 - c) A flood-fight plan for the period before the State or federal agencies assume control over the flood fight.
 - d) An evacuation plan that includes a system for adequately warning the general public in the event of a levee failure, and a plan for the evacuation of every affected school, residential care facility for the elderly, and long-term health care facility.
 - e) A floodwater removal plan.

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 10 of 14

- f) A requirement, to the extent reasonable, that either of the following applies to a new building in which the inhabitants are expected to be the essential service providers:
 - 1. The building is located outside an area that may be flooded.
 - 2. The building is designed to be operable shortly after the floodwater is removed.
- 19. Local Agency shall provide all lands, easements, and rights-of-way necessary to complete the Project.
- 20. Local Agency may be eligible for reimbursement for removal and/or relocations necessary to perform the work described in this Agreement. Actual reimbursements shall be at the sole discretion of the Department. Reimbursement for removal and/or relocations of eligible structures shall be made on a case-by-case basis based on the following criteria:
 - a) Any relocation costs associated with structures within an existing levee footprint will be eligible for reimbursement at the same rates as other Project construction costs.
 - b) Any structures outside of the existing levee footprint, but within the footprint of the rehabilitated levee or within the construction work area, must be removed, relocated, or otherwise dealt with at the expense of Local Agency or the owner.
 - c) Where structures extend both through the existing levee and into the adjacent landside work area, the cost to remove the encroachment shall be appropriately divided between the Project and the Local Agency before work begins.
- 21. Local Agency, its Engineer, contractors, subcontractors, and their respective agents and employees required for performing any work for the Project shall act in an independent capacity and not as officers, employees, or agents of the State. Local Agency is solely responsible for planning, design, construction, maintenance, and operation of the Project. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Local Agency's responsibility for its Project. Local Agency shall cooperate in the conduct of any State review or inspection.
- 22. Local Agency shall maintain records and books relating to the costs and quantities of labor and materials used, purchased, or constructed for, in the

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 11 of 14

performance of this Agreement. The Department shall have full and free access at all reasonable times to review these books and records with the right at any time during office hours to make copies thereof. The Department or the State Controller shall have the right to conduct audits of Local Agency's expenditures for the work done under this Agreement, the purpose of such audits to assure that Special Projects monies are being properly used, that payments are not being made under different assistance programs for the same work, and that Local Agency is seeking the best terms in its use of State funds. Local Agency shall cooperate fully in any such audit, at its own expense, and shall maintain all receipts, accounting, books, invoices, and records pertaining to the work covered under this Agreement for a period of ten years after the work has been performed or the expenses incurred.

23. Local Agency agrees to operate, maintain, and repair its completed levee rehabilitation work pursuant to Water Code Section 12316.
24. Local Agency shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liability for any claims and damages (including inverse condemnation) that may arise out of this Project and this Agreement, including but not limited to, those arising from the planning, design, construction, maintenance and operation of levee rehabilitation measures on Twitchell Island for this Project and any breach of the terms of this Agreement. Local Agency shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement. Local Agency shall also require its contractors to have applicable performance and payment bonding in place before commencing work. The Local Agency's indemnity and related obligations under this Agreement also extend to any similar Department indemnity and related obligations with the U. S. Army Corps of Engineers for emergency assistance, response and rehabilitation of Local Agency's facilities and the Local Agency hereby expressly assumes those obligations.
25. No waiver or breach of this Agreement shall be held to be a waiver of any other or subsequent breach, and no excuse of any condition or covenant shall be held to be an excuse of any other condition or covenant or of the same conditions or covenant at a subsequent time.
26. Statutory provisions of Delta Levees Flood Control Program found at Water Code Sections 12300 through 12318 are incorporated herein by this reference.
27. Local Agency shall be responsible for keeping informed of and complying with all applicable federal, State, and local laws and regulations, and for similarly requiring same of its contractors, including but not limited to those laws and

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 12 of 14

- regulations specifically cited, referenced, or incorporated into its Agreement. Without limiting the foregoing sentence, Local Agency and its contractors shall be responsible for all environmental compliance for levee rehabilitation or other work under this Agreement along with any required mitigation for such work pursuant to Water Code Section 12314.
28. Work that is subject to California Environmental Quality Act (CEQA) shall not proceed under this Agreement until documents that satisfy the CEQA process are received by the Department and the Department has completed its CEQA determination as a Responsible Agency. Work that is subject to a CEQA document shall not proceed until and unless concurred with by the Department. Such concurrence is fully discretionary and shall constitute a condition precedent to any such work for which it is required. Once CEQA documentation has been completed, the Department will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations, or other mitigation.
 29. The Local Agency shall prepare the environmental documents under CEQA and submit to the Department for evaluation. Costs related to the preparation of CEQA documentation completed prior to commencement of work may be eligible for reimbursement.
 30. Local Agency shall apply for federal disaster assistance whenever eligible. Local Agency may also apply for non-DWR grants to augment funds for this Project.
 31. Pursuant to Water Code Section 12316(g), Local Agency shall use subsidence control alternatives, where appropriate, to reduce long-term maintenance and improvement costs.
 32. In the event any provision in this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. This Agreement may be amended by the mutual consent of the parties hereto.
 33. The Department may, in addition to any other remedy available to it, terminate this Agreement and be relieved of any payment obligations should Local Agency fail to perform this Agreement at the time and in the manner herein provided.
 34. The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

page 13 of 14

35. The following Paragraphs shall survive termination of this Agreement:
Paragraphs 2 and 5 through 28.

36. The term of this Agreement shall be effective from the date of the last signature to December 31, 2028.

PROJECT FUNDING AGREEMENT
for Phase 2 of
District Multi-Benefit Project on Twitchell Island
Agreement No. TW-24-1.0-SP

**DEPARTMENT OF
WATER RESOURCES
State of California**

**LOCAL AGENCY
Reclamation District No. 1601**

By: Steve Rothert
Steve Rothert, Manager
Division of Multibenefit Initiatives

By: Barry Sgarrella
Barry Sgarrella, President

Date: 6/19/2024

Date: 6/5/2024

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**

By: Dave Huston
Dave Huston, Trustee

By: Robin E. Brewer
Robin E. Brewer, Assistant General
Counsel

Date: 6/5/2024

Date: 6/13/2024

By: Jas Gill
Jasbir Gill, Trustee

Date: 6/5/2024

**DEPARTMENT OF FISH AND WILDLIFE
State of California**

**APPROVED AS TO CONSISTENCY
WITH SB34/AB 360 HABITAT
REQUIREMENTS:**

By: Melissa Farinha
Melissa Farinha,
Environmental Program Manager
Delta Levees Habitat Improvement Program

Date: 6/13/2024

EXHIBIT J

DEPARTMENT OF WATER RESOURCES

DIVISION OF MULTIBENEFIT INITIATIVES

P.O. Box 942836

Sacramento, CA 94236-0001

11/1/2023



Ms. Linda Carter, Secretary
Reclamation District No. 1601 (Twitchell Island)
Post Office Box 2382
Stockton, California 95201

2023 Projects Solicitation Package for Multi-Benefit Projects

Dear Ms. Carter:

The Projects Solicitation Package for Multi-Benefit Projects (PSP) was released on February 03, 2023, under the 2014 Delta Levees Special Flood Control Projects Guidelines for Providing Funding to Local Public Agencies. The California Department of Water Resources (DWR) received 17 eligible Concept Proposals in response to the PSP. Based on our review and evaluation of the 17 eligible Concept Proposals, Full Applications were solicited for 6 of the proposed projects.

We have completed our review and evaluation of the Full Applications and are pleased to inform you that your project has been selected for funding. Your agency may enter into an agreement with DWR to receive funding up to \$15,000,000 at a State Cost Share of 95 percent. If agreed to by your District, a Project Funding Agreement (PFA) will be prepared to provide the above funding for the following work:

As stated in your proposal, the objectives for this project are to accomplish landside improvements that increase the levee's resistance to erosion, provide better overall levee stability, and provide additional freeboard (increased levee height) for an estimated wave run-up of 4.7 feet above the 100-year event water surface elevation. Landside improvements for this project will consist of the construction of the foundation berm and a new setback levee behind and attached to the existing levee. This project will also provide channel margin habitat along this stretch of the San Joaquin River (SJR). Waterside improvements for this project would create an assortment of channel margin habitats along the waterside of the SJR levee. The Waterside will be modified based on approximately 5 design options to create a mosaic of three different habitat types (tule, marsh and mudflat, riparian forest and scrub, and upland scrub and grassland).

As part of the process of preparing the PFA, we will review your agency's compliance with the Delta Levees Programs' (Special Projects and Subventions) requirements to verify that it is in good standing, with no outstanding compliance issues. If it is determined that your agency has not met all Program requirements, we will contact you to see if the matter can be resolved prior to execution of a PFA with DWR.

As the Program will fund projects with proposition 1 and/or proposition 84 bond funds, it has been determined by the California Department of Finance that bond funds are not to be placed in interest bearing accounts and upon advance funding request, a project funding schedule (to a minimum of 6 months) shall be provided to the Program.

Ms. Linda Carter
11/1/2023

Page 2

If you have any questions, please contact me at (916) 820-7847 or via e-mail at andrea.lobato@water.ca.gov

Sincerely,



Andrea L. Lobato, P.E., Manager
Delta Levees Program
Division of Multi-Benefit Initiatives

cc: **KSN, Inc.**
711 North Pershing Avenue
Stockton, California 95203

EXHIBIT K



**DIVISION OF MULTI-BENEFIT INITIATIVES
DELTA LEVEES SPECIAL FLOOD CONTROL PROJECTS**

**2023
PROJECTS
SOLICITATION PACKAGE
FOR
MULTI-BENEFIT PROJECTS**

February 3, 2023

The California Department of Water Resources (DWR) invites eligible applicants to submit proposals as described in the Delta Levees Special Flood Control Projects Program's (Special Projects Program) 2014 Guidelines for Providing Funding to Local Public Agencies(Special Projects Guidelines), dated June 18, 2014.

The goal for this Projects Solicitation Package (PSP) is to receive applications for Multi-Benefit projects that promote levee improvement (up to the DWR Bulletin 192-82 template), export water supply reliability, emergency response, seismic resiliency, and habitat enhancement. This PSP will directly further the goals outlined in the California Water Action Plan (Water Action Plan) and the California Water Resilience Portfolio 2020 (Portfolio) by helping to protect the economic and ecological vitality of the Sacramento-San Joaquin Delta (Delta), reducing the failure risk to levees in the Delta, providing increased flood protection, improving export water supply reliability, and protecting and restoring important ecosystems.

This solicitation makes up to \$37 million available for selected projects. Interested Applicants must submit a Full Application, as detailed below¹. Section XI of the Special Projects Guidelines outlines a two-phase submittal process that DWR will use to evaluate proposals. The first submission is abbreviated and consists of Concept Proposals only. Applicants with Concept Proposals determined by DWR to meet the PSP requirements will be invited to provide a second phase submission of a Full Application for funding consideration. Deadlines for this PSP are as follows:

CONCEPT PROPOSAL SUBMITTAL

Submit Concept Proposals to: DeltaLeveesProgram@water.ca.gov
Concept Proposals must be electronically submitted or postmarked by no later than 4:00 p.m. on **March 3, 2023**.

FULL APPLICATION SUBMITTAL

Only one application may be submitted per Local Agency

Submit **one hard copy** of Full Applications and one electronic copy of all documents by 4:00 p.m. on **May 5, 2023**. All copies and attachments must be legible and suitable for copying.

Submit electronic copies to: DeltaLeveesProgram@water.ca.gov

Questions regarding this PSP, please contact:

Andrea Lobato, PE, Manager
Delta Levees Program
Division of Multi-Benefit Initiatives
Department of Water Resources
(916) 902-6667
Andrea.Lobato@water.ca.gov

¹Additionally, section IX of the Special Projects Guidelines explains the application process.

Delta Levees Special Flood Control Projects 2023 Projects Solicitation Package for Multi-Benefit Projects

1. INTENT

The intent of this PSP is to provide funding for public benefit in accordance with Section 12311 of the California Water Code for Multi-Benefit projects. Multi-Benefit projects may include levee improvements, habitat enhancement, helping prevent salinity intrusion, protection of freshwater conveyance, protection of state and local and federal infrastructure, and/or protection of deep-water shipping channels. Additionally, selected projects shall ensure no net loss of habitat and shall support the Delta Levees Program's mandate to provide net long-term habitat improvement and net benefit to aquatic species in the Delta. Therefore, proposed projects for this PSP should include a habitat component.

2. BACKGROUND

Legislation

On November 7, 2006, California voters approved Proposition 84, which enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. California voters approved Proposition 1 on November 4, 2014, which enacted the Water Quality, Supply, and Infrastructure Improvement Act of 2014. These two propositions authorize the use of funds to provide grants to local agencies in the Delta through the Special Projects Program.

Section 12311 of the California Water Code identifies the primary purpose of the Special Projects Program as the protection of discrete and identifiable public benefits, including the protection of public highways and roads, utility lines and conduits, and other public facilities, and the protection of urbanized areas, water quality, recreation, navigation, fish and wildlife habitats, and other public benefits.

Under California Water Code Section 12314, the Special Projects Program must fully mitigate the habitat impacts of each project it funds and ensure that the Program results in net long-term habitat improvements and have a net benefit for aquatic species in the Delta.

California Water Action Plan

The California Water Action Plan, originally released in January 2014 and updated in 2016, was developed as a guide for the State of California to achieve sustainable water management. The California Water Action Plan discusses specific challenges and goals the State faces and identifies ten actions that address the State's most pressing water issues. For the Delta, these include increasing flood protection and achieving the co-equal goals of a more reliable water supply for California and the protection,

restoration, and enhancement of the Delta ecosystem. The 2016 Update of the California Water Action Plan is available at:

http://resources.ca.gov/docs/california_water_action_plan/Final_California_Water_Action_Plan.pdf

California Water Resilience Portfolio 2020

The California Water Resilience Portfolio 2020 (Portfolio), released on July 28, 2020, is the blueprint for equipping California to cope with more extreme droughts and floods and rising temperatures, while addressing long-standing challenges that include declining fish populations, over-reliance on groundwater and lack of safe drinking water in many communities. Proposal 18 of the Portfolio, titled "Help protect the economic and ecological vitality of the Sacramento-San Joaquin Delta", calls for continued support for local levee operations and maintenance in the Delta.

https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Water-Resilience/Final_California-Water-Resilience-Portfolio-2020_ADA3_v2_ay11-opt.pdf

Guidelines

DWR published the Special Projects Guidelines in May 2014. The Special Projects Guidelines offer details on the purpose, process, and requirements of the project selection and are incorporated as part of this PSP. All definitions of terms and requirements for projects under the Special Projects Guidelines apply to this PSP. The Special Projects Guidelines were amended January 2019 to authorize the use of Proposition 1 funding. The Special Projects Guidelines are available at:

<https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects/Files/2014-Guidelines.pdf>

Addendum #1 to The Special Projects Guidelines is available at:

<https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects/Files/Addendum-12014-DLSP-GuidelinesProp1Final20190122.pdf>

This PSP provides a summary of the application process requirements, an application timeline, and the eligibility, ranking, and cost share criteria for this offering. In addition, the applicant is still subject to all requirements as specified in the Special Projects Guidelines.

Delta Stewardship Council

The Delta Stewardship Council (DSC) was created by the Delta Reform Act of 2009. One of the charges of the DSC was the development of a Delta Plan, which was adopted May 16, 2013, and became effective on September 1, 2013. A component of the Delta Plan is the Funding Priority List that was developed through the Delta Levee Investment Strategy. This Funding Priority List is incorporated into the Application Scoring Criteria in Section 5B of this PSP at the request of the DSC. A table and a map showing the funding priorities is provided in Appendix 1. Only those applications that meet the Eligibility Requirements under Section 3 (below) will be considered for funding.

Additional information regarding the Delta Levee Investment Strategy and funding priorities is available on the DSC's website: <http://deltacouncil.ca.gov/dlis>.

The Delta Reform Act of 2009 also established a certification process for State or local agencies to demonstrate consistency with the Delta Plan when undertaking a qualifying (covered) action. Successful applicants for funding under this PSP must complete any necessary consistency determination for a covered action as required by the Delta Plan. The process is further explained on the DSC's website: <http://coveredactions.deltacouncil.ca.gov/>.

Climate Change

State law and executive orders require State agencies to account for climate change in all planning, infrastructure and investments, including grant making. In addition, several Executive Orders (EO) direct state agencies to analyze and plan for the impacts of climate change using best available science and to consider nature-based solutions to challenges posed by climate change. EO B-30-15, signed by Governor Brown on April 29, 2015, directs State agencies to "take climate change into account in their planning and investment decisions and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives." EO N-82-20, signed by Governor Newsom on October 7, 2020, directs all state agencies to "identify and implement near- and long-term actions to accelerate natural removal of carbon and build climate resilience in our forests, wetlands, urban greenspaces, agricultural soils, and land conservation activities in ways that serve all communities and in particular low-income, disadvantaged and vulnerable communities."

Public Resources Code section 71150 et seq. requires the California Natural Resources Agency (CNRA) to establish the State's climate adaptation strategy, known as "the plan," by July 1, 2017, and update it every three years. According to Public Resources Code section 71154, subdivision (c)(1), State agencies shall work to maximize, where applicable and feasible, "promoting the use of the plan to inform planning decisions and ensure that state investments consider climate change impacts, as well as promote the use of natural systems and natural infrastructure, when developing physical infrastructure to address adaptation." Also, Public Resources Code section 71155 requires State agencies to "take into account the current and future impacts of climate change, including the economic damages and financial liabilities associated with those impacts, when planning, designing, building, operating, maintaining, and investing in state infrastructure."

Regarding planning for sea level rise, the Ocean Protection Council's 2018 State Sea Level Rise Guidance (or current version) provides information to state and local agencies and non-governmental entities on how to consider sea level rise in their plans, projects, and investments with a recommendation to analyze low, medium and high sea level rise scenarios in project planning.

Project applicants are requested to complete a Climate Risk in Investments Survey in Appendix 7 to assist DWR in understanding organizational capacity to address climate change. Project applicants can refer to the climate change resources guidance provided in Appendix 8 for support in conducting their climate change analysis for their proposed projects.

3. ELIGIBILITY REQUIREMENTS

All applicants must be in compliance with the requirements set forth in Sections 12300 – 12318 of the California Water Code (Appendix 9), as well as all the requirements associated with the Special Projects Program and the Delta Levees Maintenance Subventions Program (Subventions Program), and all requirements set forth in the Special Projects Guidelines. Applicants must also be in good standing on past funding agreements for both the Special Projects and Subventions Programs.

DWR may deny applications that do not adequately meet the requirements of California Water Code Sections 12300 – 12318 or that do not adequately meet the criteria for this PSP. DWR may also check the reasonableness and accuracy of submitted materials and may deny applications that contain discrepancies or significant problems.

Eligible Applicants

An applicant must be a Levee Maintaining Agency (LMA or Local Agency)² responsible for maintaining a Project or Non-Project levee in the Primary Zone of the Delta or a Non-Project levee in the Secondary Zone of the Delta and be in good standing with all components of the Delta Levees Program, including the Special Projects Program and the Subventions Program. LMAs must also be in good standing with the California Department of Fish and Wildlife (CDFW) for habitat mitigation obligations under the Delta Levees Program.

Eligible LMAs

Only those LMAs that represent islands/tracts with sub-tidal volumes sufficiently large to negatively affect water quality (if flooded) will be eligible under this PSP, based on their Anthropogenic Accommodation Space³ (AAS). An LMA with an AAS greater than 10,000 acre-feet is eligible to submit a project under this PSP.

Eligible Projects

Eligible Multi-Benefit projects under this PSP should improve the integrity of an LMA's levee(s) and/or contribute to increased reliability of export water from the Delta for the State and federal water projects and must also provide net long-term habitat improvement including a net benefit for aquatic species in the Delta. Full Applications must be consistent with the applicants' completed Five-Year Plan or contain a justification for any notable differences.

²Eligible applicants shall be referred to as either "LMA," "applicant," or "local agency" in this document.

³AAS = Acreage x Average Depth (e.g., Flood Volume in acre feet (ac-ft)). This is directly related to the acreage of the District and the depth below mean high tide elevation.

4. AVAILABLE FUNDS

This PSP may provide up to \$37 million in total grant funding depending upon available funding. The fund sources for this PSP are Propositions 1 and 84, with the potential for other funds that may become available. DWR is under no obligation to allocate funding if submitted proposals are not responsive to the intent of the PSP, do not provide sufficient detail, or if total funding requests from responsive applications are less than the total grant funding available. DWR may also choose to withhold and/or redirect a portion of this amount based on emergency needs in the Delta, or other considerations within DWR's authority.

Total combined initial grant awards for both Phase 1 and 2 (described henceforth) shall not exceed \$15 million. DWR reserves the right to exceed this amount based on changed circumstances and shall be allowed within DWR's sole discretion.

5. APPLICATION AND SELECTION PROCESS

Project selection will be based on a two-phase submittal process to limit the expense of preparing a Full Application for proposals that are not selected.

5A. CONCEPT PROPOSAL (First Phase)

In the first phase, eligible applicants submit a Concept Proposal containing a brief description of the elements (levee integrity, habitat enhancement, and water supply reliability) of the proposed project. Concept Proposals should be submitted electronically by email using the online form at:

[https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects/Files/2022 DLP Multibenefit PSP Concept Form](https://water.ca.gov/-/media/DWR-Website/Web-Pages/Work-With-Us/Grants-And-Loans/Delta-Levees-Special-Flood-Control-Projects/Files/2022%20DLP%20Multibenefit%20PSP%20Concept%20Form)

Submit forms to DWR by email by the deadline on the first page of this PSP to: DeltaLeveesProgram@water.ca.gov. The time/date stamp on the email accompanying the electronic form will establish the official date and time of submittal.

Hard copies of the Concept Proposals are also accepted but still must be completed on the form provided in Appendix 7. If an applicant chooses to submit a hard copy, it must be postmarked or received in the Program office at Post Office Box 942836, Sacramento, CA 94236-0001, prior to the deadline.

Concept Proposals that do not meet the deadline will not be reviewed. Proposals received by the deadline will be reviewed by Program personnel for completeness and to make sure that they meet the intent of the PSP. Submittals that are incomplete or do not meet the intent of this PSP, or received after the deadline, will be rejected and applicants will be notified by letter of this determination. Successful applicants will be invited by letter to continue to the second phase.

5B. FULL APPLICATIONS

Successful applicants who receive a written invitation to the second phase may submit a Full Application, which must include⁴:

- A cover sheet that provides an overview of the project;
- A statement by the LMA identifying the applicant's representatives, including the Engineer, Project Biologist, and anyone authorized to provide information on the LMA's behalf;
- A completed Local Agency Information Sheet (Appendix 3);
- A resolution adopted by the LMA authorizing submission of the application and designating a representative to sign the application (Appendix 4);
- A statement of the LMA's intent to enter into a Project Funding Agreement (PFA) with the Department of Water Resources (DWR), to implement a project under the Special Projects Program, and to provide local cost share for the project after signing a contract with DWR.
- A detailed project description.⁵ The description must clearly explain the proposed work and its location(s) and include maps and drawings that illustrate the plan so major components are clear. The project description must include sufficient information to clearly identify and describe the following components that are applicable to the category of project:
 - the levee improvement portion of the project including a description of improvements to levee integrity;
 - the habitat enhancement portion of the project including a description and map of benefits to the Delta ecosystem and flood protection, and how it will provide a net habitat improvement and net benefit to aquatic species of the Delta;
 - a description of the types and amount of habitat present on-site, potentially impacted by the project;
 - how the project will improve export water supply reliability from the Delta for the State and federal Water Projects;
- A checklist of the materials required and a statement certifying that the project description is accurate, the cost estimate is reasonable, that the levee stability improvements are reasonable, and that the water supply reliability benefits are

⁴ Applicants with questions about what to provide are encouraged to consult with DWR Delta Levees Program staff.

⁵The level of detail provided in the project description is at the discretion of the applicant, but it is in the applicant's best interest to offer as much detail and documentation as possible as the eligibility and ranking criteria in the Guidelines require a great deal of specific information. Descriptions may be limited to a discussion of elements/objectives.

realistic and a statement explaining the public assets protected shall be completed by a professional civil engineer licensed in California;

- The curriculum vitae from a qualified biologist or restoration ecologist acting on behalf of the District (cited here as Project Biologist) who has endorsed the project. The Project Biologist shall provide a statement discussing how the project intends to meet the requirements of Water Code Section 12314(b), which requires no net long-term loss of habitat;
- A statement prepared by the Project Biologist discussing how the project intends to meet the requirements of Water Code Section 12314(d), which requires net habitat improvement and net benefit to aquatic species of the Delta. This should include a description of benefits of any habitat creation and/or improvements;
- A draft of the CEQA checklist, completed by the Project Biologist, identifying all potential project impacts, typical of "Appendix G" to CEQA Guidelines;
- A detailed discussion of the environmental permits required for the project, and a schedule for permit completion; a description of any environmental or habitat impacts that may occur, an estimate of the corresponding acreage, and a description of how the mitigation cost estimate was calculated;
- A detailed discussion and map of any enhancement proposal to provide clarity on how the enhancement will be achieved, including, but not limited to: a planting plan, clear performance standards, maintenance activities, monitoring and reporting requirements, and long-term management.
- Any landside habitat proposed must be within the LMA's easement or a letter of commitment from the landowner agreeing to establishment of planned habitat on their property must be included with the application.
- A detailed discussion of how the project defines, anticipates, and addresses climate change impacts, including a description of the method and data used to assess the potential impacts of flooding and/or sea level rise on the proposed project. See also Appendix 7 to provide the information requested in the Climate Risk in Investments Survey questions (note that responses to these questions do not affect scoring).
- A project financing plan, including grants, loans, or bonds from other sources that are necessary for completing the proposed work; and
- A completed checklist of the application contents and materials required.

Submission of Full Applications

Potential Applicants are encouraged to contact the Special Projects Program with any questions or to set up meetings regarding their Full Applications.

Applicants shall submit one hard copy and one electronic copy of all documents comprising their Full Applications by the deadline on the first page of this PSP. All copies and attachments must be legible and suitable for copying.

Applications shall be submitted to:

Andrea L. Lobato, P.E., Manager
Delta Levees Program
Division of Multi-Benefit Initiatives
Department of Water Resources
Post Office Box 942836
Sacramento, CA 94236-0001

Full Applications that do not meet the deadline will not be reviewed. Applications received by the deadline will be reviewed for eligibility and completeness. Applications that are not substantially complete as determined by DWR will not be reviewed beyond completeness. DWR may contact and ask for additional information for those Full Applications that are substantially complete but missing some items. If an applicant is contacted by DWR with a request for more information, the applicant will have one week from the date of contact to provide all requested information in full.

Completed Full Applications will be scored and ranked using the Full Application Scoring Criteria in this PSP. Applications will then be selected for participation in the Special Projects Program. Following the selection, DWR will notify all applicants of their standing. Once the selection process is complete, the selected applicants will be requested to enter into a Project Funding Agreement (PFA) with DWR.

Funding for the Projects will be broken up into two phases with separate PFAs. The Phase 1 PFA will provide for planning, design, and permitting, while Phase 2 PFA will provide for construction, construction engineering and inspections, mitigation costs associated with construction, and project close out. DWR will not enter into Phase 2 funding until Phase 1 has been completed; however, successful completion of Phase 1 will not guarantee Phase 2 funding. Phase 2 funds will be available on a first come first served basis, depending upon available funding. The Program may give priority to Projects that do not receive Phase 2 funding through a Directed Action when additional funding becomes available. Funds for either Phase 1 or Phase 2 shall be disbursed only after execution of a PFA.

The total allowable cost for a Phase 1 grant shall not exceed 20%[§] of the construction cost. Phase 1 grants will be based on the District Engineer's initial estimate but may ultimately be revised based on actual bid amounts. If the Phase 1 PFA amount exceeds the maximum allowable percent, the Phase 2 grant will be adjusted accordingly.

[§] It is the sole discretion of the Department to adjust the maximum allowable percentage as deemed appropriate.

5C. APPLICATION SCORING CRITERIA

Complete Applications will be scored by DWR in the following criteria:

- DSC Delta Levee Investment Strategy Funding Priorities – 50 points Maximum
- Financing by cost-sharing partners – 50 points Maximum
- General Considerations – 100 points Maximum
- Export Water Supply Reliability and Public Benefits – 100 points Maximum
- Ecosystem Enhancement – 100 points Maximum
- Levee System Integrity – 100 points Maximum
- Climate Change Vulnerability and Adaptation Assessment: Project Resilience over the Project Lifespan – 50 Points Maximum

Based on the quality of the applications received, the Special Projects Program reserves the right to establish a minimum score that must be achieved to be considered for funding.

The detailed scoring criteria are summarized in Tables 1 through 7.

Table 1. Scoring Criteria, Consistency with the DSC Delta Levee Investment Strategy Funding Priorities (Maximum 50 Points)

Criterion/Score	Notes
<p>Consistency with the DSC Delta Levee Investment Strategy Funding Priorities</p> <ul style="list-style-type: none"> • 0 to 50 points 	<p>Scoring is based on the island/tract's placement on the DSC's Delta Levee Investment Strategy Funding Priority List, shown on the table and map in Appendices 1a and 1b, respectively, within this application. These funding priorities will only be applied as a part of the Application Scoring Criteria, as all applications must meet the Eligibility Requirements under Section 3 of this proposal to be considered eligible for funding. Additional information regarding the funding priorities is available on the DSC's website: http://deltacouncil.ca.gov/dlis.</p> <p>To receive maximum points the applicant's district must be responsible for an island/tract considered a Very-High priority for funding, based on the DSC's Delta Levee Investment Strategy Funding Priorities.</p> <p style="text-align: center;">-or-</p> <p>To receive 35 points the applicant's district must be responsible for an island/tract considered a High priority for funding, based on the DSC's Delta Levee Investment Strategy Funding Priorities.</p> <p style="text-align: center;">-or-</p> <p>The applicant will receive no points if its district is not responsible for an island/tract considered a Very-High or High priority for funding.</p> <p>Note: The DSC Delta Plan provides the opportunity for a project not located on a Very-High or High funding priority island/tract to still be considered for funding, provided there is sufficient justification.</p>

Table 2. Scoring Criteria, External Financing (Maximum 50 Points)

Criterion/Score	Notes
<p>Partnerships/ Matching Funding</p> <ul style="list-style-type: none"> • 0 to 50 points 	<p><i>Scoring is based on the participation of, and commitment made by outside parties (i.e., this does not include the LMA or DWR), to assist in cost sharing the work. These parties may be other State or federal agencies as well as non-governmental organizations.</i></p> <p>To receive maximum points the applicant must submit with the Full Application a signed commitment letter and/or copy of an executed agreement with the cost share partner documenting a funding <u>commitment</u> of at least 10% or more of the estimated total project cost.</p> <p style="text-align: center;">-or-</p> <p>To receive 30points the applicant must submit a <u>letter of intent</u> by the outside cost share partner to commit funding of at least 10% or more of the estimated total project cost.</p> <p style="text-align: center;">-or-</p> <p>To receive 20 points the applicant must submit a <u>written statement of intent to seek external funding</u> from a named third party for at least 10% or more of the estimated total project cost and evidence of the third party's willingness to support the project that is acceptable to DWR.</p> <p style="text-align: center;">-or-</p> <p>DWR may at its sole discretion award 0-10 points for various levels of third-party funding commitment that fall below the 10% threshold identified above².</p>

²For example, submission of a signed agreement with a third party for 5% of the total project cost could earn up to 10 points in this category in recognition of the solid commitment of external funds to the project.

Table 3. Scoring Criteria, General Elements and Quality of Proposal (Maximum 100 Points)

Criterion/Score	Notes
<p>Project Description</p> <ul style="list-style-type: none"> • 0 to 20points 	<p>Project description is clear and complete, and includes the following elements:</p> <p>Project location with stationing and site maps, schedule, permits, potential habitat impacts, design, and other project-related information.</p> <p>Required: A clear statement of the deficiency that exists and how the project addresses the need, including: a strong engineering justification of how the levee integrity improvements address the levee deficiency, and/or a strong biological justification of how the habitat enhancement design of the project supports the Special Projects Program mandates of achieving net habitat improvement.</p>
<p>Cost Estimate</p> <ul style="list-style-type: none"> • 0 to 10points 	<p>Project includes a cost estimate that is complete, detailed, and accurate and considers all aspects of the project from planning and permitting, construction, and potential mitigation associated with the project. The specificity and reasonableness of the estimate will also be taken into consideration.</p>
<p>Emergency Infrastructure</p> <ul style="list-style-type: none"> • 0 to 10 points 	<p>Project increases protection of infrastructure that is essential during an emergency. Scoring is based on how well a project provides protection of local public utilities, roads, services, fuel centers, and food centers, etc. that are considered critical or lifeline infrastructure during an emergency.</p>
<p>Habitat Impacts</p> <ul style="list-style-type: none"> • 0 to 10points 	<p>Proposal includes an accurate and detailed assessment estimating the potential habitat impacts, identifies any potentially impacted sensitive, threatened and endangered species due to the proposed project, and describes how the potential impacts will be avoided, minimized, and/or mitigated.</p>
<p><i>Habitat Benefits</i></p> <ul style="list-style-type: none"> • 0 to 20 points 	<p>Project description includes the following related to Habitat Benefits:</p> <ul style="list-style-type: none"> • An accurate and detailed description of the habitat improvements and benefits, including habitat types and acreages of each that will be restored and/or enhanced, conceptual design, construction methods, and maintenance requirements for project success. • How existing habitat avoidance is incorporated into project design, when applicable. • How climate impacts will be addressed in the strategies employed to maintain habitat benefits over time given impacts of climate (with increased temperature, risk of drought, wildfire, flood, sea level rise). <p>Each proposal must include a budget and timeline for implementing habitat improvements to be awarded points in this category.</p> <p>This section is only for describing habitat created as enhancement; any mitigation that will be planted at the project site should be described under the Habitat Impacts section.</p>

Table 3. Scoring Criteria, General Elements and Quality of Proposal (continued)

Criterion/Score	Notes
Environmental Compliance/Permitting <ul style="list-style-type: none"> • 0 to 10 points 	The application includes a list of anticipated environmental, construction, and other permits with corresponding cost estimate, funding, and schedule for obtaining them.
Public Benefits <ul style="list-style-type: none"> • 0 to 10 points 	The application describes protection of assets of public benefit, including highways, railroads, gas transmission lines, etc.
Construction Start <ul style="list-style-type: none"> • 0 to 10 points 	Project is anticipated to begin construction within two years of grant award.

Table 4. Scoring Criteria, Public Water Supply (100 Points Possible)

Criterion/Score	Notes
Water Supply Corridors <ul style="list-style-type: none"> • 0 to 50 points 	Scoring is based on the project's specific potential to improve the reliability of water supply corridors, including the extent to which the project protects the Old and Middle River water supply corridors or benefits public drinking water supply.
Water Quality Effects/Benefits <ul style="list-style-type: none"> • 0 to 40 points 	Scoring is based on how well a project helps prevent salinity intrusion from the San Francisco Bay into the Delta due to Levee failure.
Barriers and drought relief infrastructure <ul style="list-style-type: none"> • 0 to 10 points 	Scoring is based on the project's specific relevance to improvement of the reliability of the water supply through the implementation of channel barriers or other DWR sponsored emergency drought relief infrastructure in the Delta (if applicable).

Table 5. Scoring Criteria, Ecosystem Enhancement (Maximum 100 Points)⁸

Criterion/Score	Notes
Enhancement Habitat	<p><i>To obtain points, the applicant must commit to a one-year establishment period for enhancement plantings followed by a three-year performance period⁹, implementing a monitoring and management plan for successful establishment of planted species. Enhancement must include one of the two waterside features identified below.</i></p> <p><i>Scoring considerations will be made based upon:</i></p> <ul style="list-style-type: none"> • <i>Quality of the project, including those projects that increase connectivity to other habitats, incorporate a higher diversity of habitat types into their habitat enhancement design,</i> • <i>Quantity of the enhancement being proposed (linear feet for SRA and acres for other habitat types),</i> • <i>Avoidance and minimization of habitat impact amounts associated with the project,</i> • <i>Ratio of habitat enhancement to total project area,</i> • <i>Projects that replace invasive plant species with CDFW-approved native plantings, and</i> • <i>Projects that assess, anticipate and address climate impacts to maintain ecosystem enhancement over time.</i>
<p>Waterside Features</p> <ul style="list-style-type: none"> • <i>0 to 80 points for DLWH and associated habitat.</i> <p>-or-</p> <ul style="list-style-type: none"> • <i>0 to 60 points for waterside habitat without DLWH.</i> 	<p><i>Delta Levee Waterside Habitat (DLWH projects), previously Fish Friendly Levee Habitat (FFLH), will be targeted along the main stems of the Sacramento and San Joaquin Rivers, and the North and South forks of the Mokelumne River. DLWH projects will not be encouraged along the Old and Middle Rivers, except near the confluence of the San Joaquin River. However, waterside habitat without DLWH is encouraged throughout the Delta. (See Appendix 5 for more details on DLWH).</i></p> <p>The project includes improvement or creation of DLWH, that must have in-water habitat as well as Shaded Riverine Aquatic Habitat and Riparian Forest and/or Scrub Shrub habitat, incorporating native grasses and forbs, as appropriate. Scoring is based on the quality and complexity of habitat proposed and the extent to which DLWH habitat is incorporated into the design of the overall project including strategies provided for weed management and maintenance of planted vegetation.</p> <p>Shaded Riverine Aquatic (SRA) Habitat, Riparian Forest, and Scrub Shrub, incorporating native grasses and forbs, as appropriate, without in-water habitat development. Scoring is based on the quality and complexity of habitat proposed and the extent to which</p>

⁸The final ecosystem enhancement score will be based on points for 1) one of the two identified levee waterside enhancement features, 2) landside enhancement features and 3) the approach and feasibility.

⁹The one-year Establishment period will begin immediately following the end of planting. The three-year Performance period, through a separate PFA at the Project's cost-share assuming available funding, will begin immediately following the Establishment period. See Appendix 2 for more details.

Table 5. Scoring Criteria, Ecosystem Enhancement (continued)

Criterion/Score	Notes
	non-tidal waterside habitat is incorporated into the design of the overall project including strategies provided for weed management and maintenance of planted vegetation. (See Appendix 6 for SRA and other Delta Levees Program habitat types.)
Landside Features <ul style="list-style-type: none"> • <i>0 to 10 points for Riparian Forest, Scrub-shrub, Freshwater Marsh</i> 	A combination of riparian forest, scrub shrub (including hedgerows ¹⁰), and/or freshwater marsh, incorporating native grasses and forbs, as appropriate. Scoring is based on the quality and complexity ¹¹ of the habitat proposed and the extent to which the landside levee, toe berm, and adjacent landside areas incorporate vegetation features into the overall project design, including strategies provided for weed management and maintenance of planted vegetation.
Approach and Feasibility <ul style="list-style-type: none"> • <i>0 to 10 points</i> 	Scoring is based on the technical merits of the design of the proposed habitat enhancement features. Include well-described detailed plans for how the performance period monitoring and management plan will be accomplished.

Table 6. Scoring Criteria, Levee System Integrity (100 Points Possible)

Criterion/Score	Notes
Static and Seismic Stability <ul style="list-style-type: none"> • <i>0 to 65points</i> 	Scoring is based on how well the project improves static and seismic stability of the proposed levee. Discussion should explicitly identify any proposed geologic and geotechnical exploration or studies, as well as include any relevant existing studies, proposed factors of safety, the expected outcome for the overall resiliency of the levee, specific features to address seismic stability, or known site conditions of the levee foundation.
Levee Standard <ul style="list-style-type: none"> • <i>0 to 15points</i> 	Scoring is based on a clear statement of the proposed levee standard chosen for the project, the adequacy of the project's justification for the levee standard chosen, and its consistency with the District's completed Five-Year Plan. This PSP provides for levee improvement to a Delta Levees Program supported standard (up to the DWR Bulletin 192-82 template), described in the Special Projects Guidelines.

¹⁰Hedgerows are a band of native shrubs and trees, running linearly along the toe of the levee, along the stability berm, or bordering a field (see Appendix 6 for more detailed description).

¹¹Habitat complexity includes a minimum of seven plant species per habitat type, greater number of habitat types, larger enhancement acreage, and higher habitat values with RF, FM, SS and SRA on the high end and native grasses and forbs on the low end, but a combination of all of them on the highest end.

Table 6. Scoring Criteria, Levee System Integrity (continued)

Criterion/Score	Notes
System Flood Risk <ul style="list-style-type: none"> • 0 to 10points 	The project must not increase flood risk to other Delta islands/tracts. Scoring is based on the project’s ability to avoid and/or mitigate negative impacts to flood water conveyance and avoid or mitigate adverse effects (from flooding due to all factors including- anticipated climate change impacts) to adjacent islands/tracts.
Flood Protection for Legacy Communities <ul style="list-style-type: none"> • 0 to 10points 	Scoring is based on how the project will contribute to the protection of a Legacy Community (where applicable), and the applicant’s description of risk reduction planned for the community.

Table 7. Scoring Criteria, Climate Change Vulnerability and Adaptation Assessment: Project Resilience over the Project Lifespan (50 Points Possible)

Criterion/Score	Notes
Climate Change Vulnerabilities <ul style="list-style-type: none"> • 0 to 10 points 	Scoring is based on how well climate change vulnerabilities have been identified in the project proposal (water supply/demand, water quality, sea level rise, flooding, wildfire, ecosystem and habitat.). ¹²
Project Vulnerabilities Assessment <ul style="list-style-type: none"> • 0 to 10 points 	Scoring is based on how well the project anticipates climate change vulnerabilities. For example, does the project evaluate more than one climate change vulnerability? Describe how the climate change assessment is qualitative, quantitative deterministic with one climate change projection, or quantitative probabilistic, which depict the uncertainty of climate change with multiple projections). ¹²
Project Benefits <ul style="list-style-type: none"> • 0 to 10 points 	Scoring is based on how the project will continue to deliver on the intended purpose and overall project benefits over the expected life of the project based upon the climate change analysis. Describe the benefits and how long will they last.
Project Adaptive Capacity <ul style="list-style-type: none"> • 0 to 10 points 	Scoring is based on the adaptive capacity of the project or how well the project applicant employs adaptative management strategies to adjust to changing conditions over time. For example, does the project rely on a “one design fits all”, or is there potential to adjust the project to more adverse climatic conditions? Will the project make future climate adaptation more difficult? For example, one could envision acquiring a larger easement than the original levee design to raise the levee crown over time if required by increased climate change conditions.
Project Maintenance, monitoring, long-term management and/or operation under Climate Change <ul style="list-style-type: none"> • 0 to 10 points 	Scoring is based on the ability to maintain the project over time, including monitoring, and long-term management and/or operation under climate change conditions. Is there a contingency plan in place to account for the uncertainty of climate change projections on external factors that could impact the functionality of the project? For example, should the access road to the project become flooded, how would that affect the project functionality?

¹² See Appendix 8, Section I.7.

6. COST SHARE

The State will determine its final cost share once the evaluation is complete. The State minimum cost share for this PSP will be 75 percent of the total project cost. Projects evaluated under this PSP will be cost shared according to the rules set forth in the Special Projects Guidelines Pages 20 through 23.

Costs in excess of the maximum award will be cost shared at a maximum 50 percent State cost share, subject to availability of funds.

7. AWARD TIMELINE

PSP deadlines are listed in the boxes on Page 1 of this document. Evaluation of Full Applications is anticipated to occur in May 2023, with notification to applicants of funding decisions in July 2023.

8. FUNDING REQUIREMENTS

For all projects awarded funding by DWR, the funding recipient will need to execute a funding agreement with the State. It is HIGHLY recommended that applicants review the grant agreement template prior to submission of their proposal. If applicants are not able to abide by the terms and conditions contained therein, applicants should not submit a proposal. A sample funding agreement is available upon request. The following is a partial list of requirements that will be contained within any funding agreement:

8 A. Conflict of Interest

All participants are subject to State conflict-of-interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the proposal being rejected and any agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

As part of the conflict-of-interest requirements, individuals working on behalf of a funding recipient (grantee) may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

8 B. Confidentiality

Applicants should be aware that when submitting a proposal to the State, they will waive their rights to the confidentiality of the contents of the proposal. Once a decision on an application has been made by DWR, the proposal is subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 6250 et seq.).

8 C. Labor Code Compliance

As part of the funding agreement, the funding recipient shall agree to be bound by all the provisions of the Labor Code regarding prevailing wages, and shall monitor all contracts subject to reimbursement from the funding agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at:

<http://www.dir.ca.gov/lcp.asp>. Funding recipients receiving funds from Proposition 84 will be required to certify that it has a Labor Compliance Program (LCP) in place or has contracted with a third party that has been approved by the Director of DIR to operate an LCP. The funding recipient will also affirm that it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance.

Before submitting an application, applicants are urged to consult with their legal counsel regarding Labor Code compliance. DWR will not advise applicants on Labor Code compliance. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

8 D. Compliance with the CEQA and Other Environmental Laws

All activities funded pursuant to the Program are required to be in compliance with all applicable environmental laws including the federal Clean Water Act, the Porter Cologne Water Quality Control Act, and the Sacramento-San Joaquin Delta Reform Act. Any work that is subject to CEQA and funded under a funding agreement shall not proceed until documents that satisfy the CEQA process are received by DWR, and DWR has completed its CEQA compliance. Alternatively, the grantee shall notify DWR if they believe their activities will not be considered a project under CEQA, or that their activities qualify for a CEQA exemption. DWR must ensure the adequacy of the CEQA documents before it can provide funding; therefore, early coordination between the lead agency and DWR during the preparation of the CEQA documents will help expedite DWR's review and approval process.

8 E. Competitive Bidding and Procurement

A grantee's contracts with other entities for the acquisition of goods, services, and construction of public works with funds provided by the State must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If a funding recipient does not have a written policy to award contracts through a competitive bidding or sole source process, Department of General Services' State Contracting Manual rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

Applicants with questions regarding competitive bidding requirements should be directed to their counsel. DWR will not advise applicants on competitive bidding requirements.

8 F. Signage or Acknowledgement of Credit

To the extent practicable, a project supported by funds from the Delta Levees Special Flood Control Projects Program will include signage and other relevant forms of

acknowledgement informing the public that the project received funds from DWR and the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 and/or the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Specific verbiage will be included in the final grant agreement.

8 G. Indemnify and Hold Harmless

As part of the funding agreement, grantees shall indemnify and hold harmless the State, its officers, agents, and employees from any and all liability from any claims and damages (including inverse condemnation) arising from the planning, design, construction, repair, replacement, rehabilitation, maintenance, and operation of the project, and any breach of the funding agreement.

8 I. Eligible Project Costs

Eligible project costs may include the reasonable costs of studies, engineering, design, project construction, and other work directly related to the scope of work. Reimbursable administrative expenses are the necessary incidental costs that are directly related to the project.

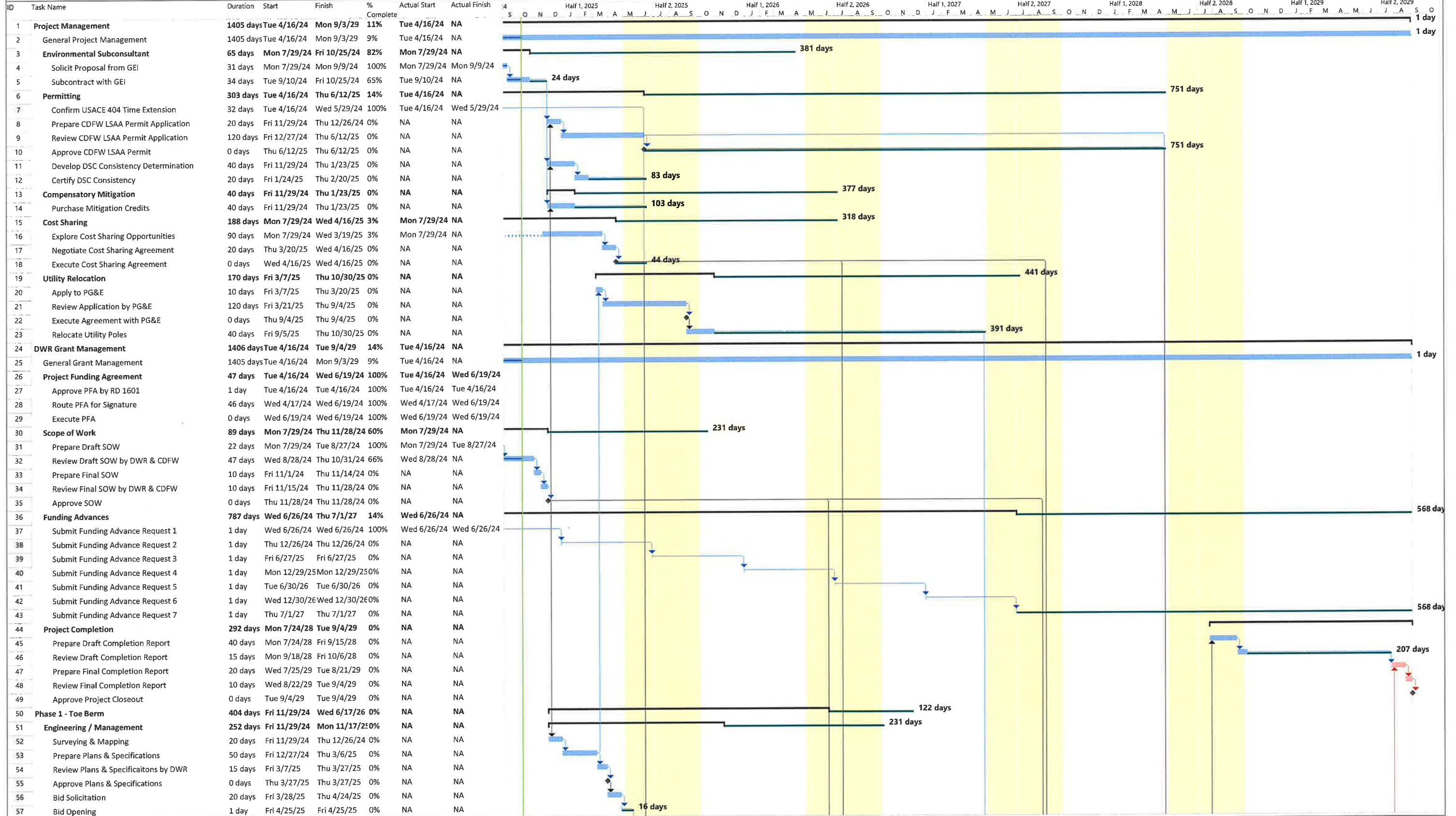
Costs associated with travel are eligible for reimbursement if the travel expenses are reasonable, justifiable, and necessary for the successful completion of the project. Allowable reimbursement rates for mileage, lodging, and per diem are limited to the requirements specified by the California Department of Human Resources (<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>). No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

Costs that are not eligible for reimbursement include but are not limited to:

- Costs incurred prior to the execution of the funding agreement.
- Purchase of equipment that is not an integral part of the project.
- Purchase of water supplies that are not an integral part of the project.
- Establishing a reserve fund.
- Replacement of existing funding sources for ongoing programs.
- Support of existing punitive regulatory agency requirements and/or mandates in response to negligent behavior.
- Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the execution of the grant agreement.
- Payment of principal or interest of existing indebtedness or any interest payments.
- Operation and maintenance costs.

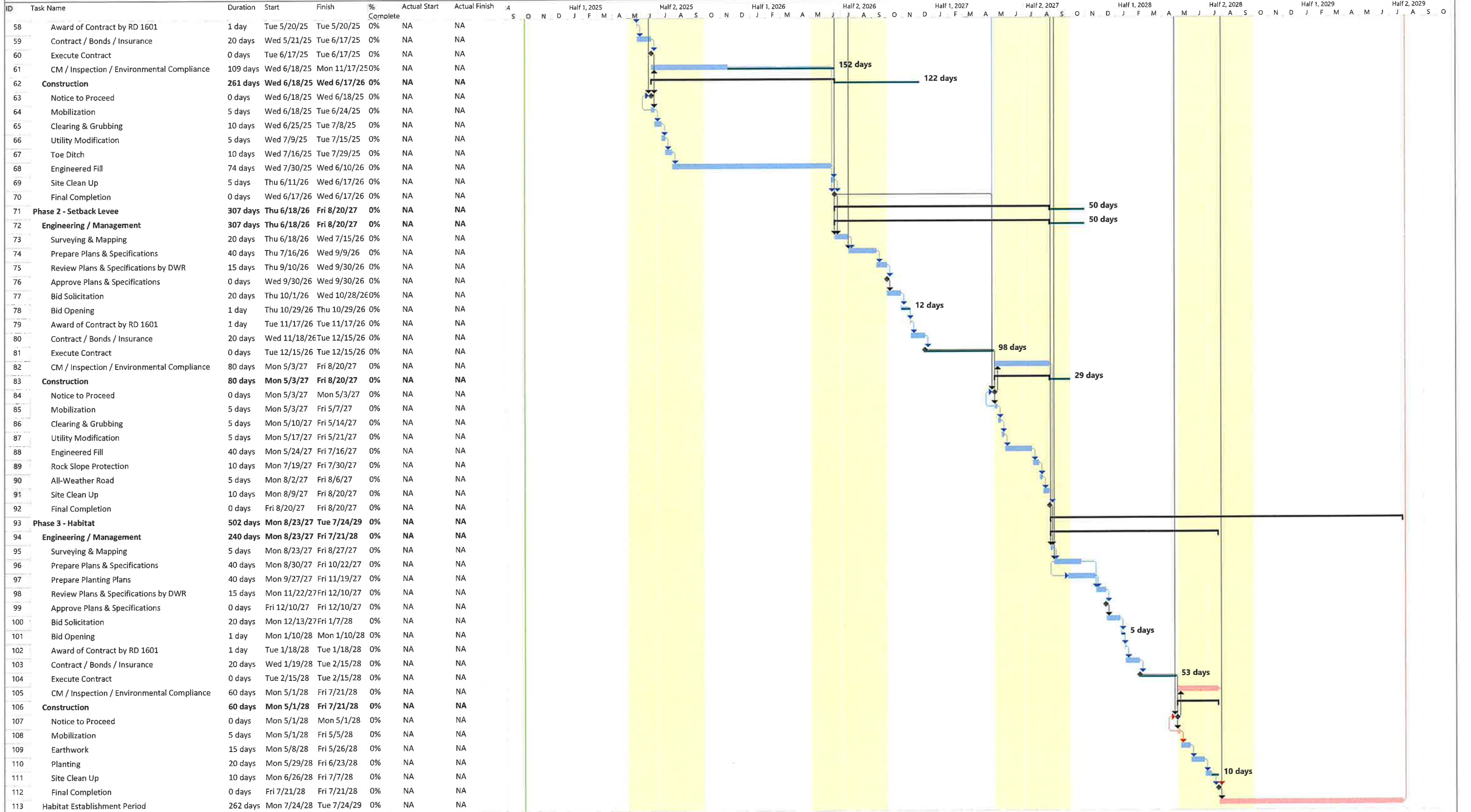
EXHIBIT L

San Joaquin River Setback Levee - Reach 6



Reclamation District No. 1601 Critical Split Slippage Rolled Up Critical Inactive Milestone Duration-only Start-only External Milestone
Twitchell Island Critical Split Milestone Summary Rolled Up Critical Split Inactive Summary Manual Summary Rollup Finish-only Deadline
Task Slack Project Summary Inactive Task Manual Task Manual Summary External Tasks Progress

San Joaquin River Setback Levee - Reach 6



Reclamation District No. 1601	Critical	Split	Slippage	Rolled Up Critical	Inactive Milestone	Duration-only	Start-only	External Milestone
Twitchell Island	Critical Split	Milestone	Summary	Rolled Up Critical Split	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline
	Task	Slack	Project Summary	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress

EXHIBIT M

BID SUMMARY - Itemized

Owner: Reclamation District No. 1601
Twitchell Island

Job Name: RD 1601 Pump Station Solar Array
Twitchell Island Levee Station 515+00

Job No.: 1110-0950

Bid Opening Date: 10/1/2024
Time: 2:00 p.m.

Engineer's Estimate: \$1,950,000

			No. 1 Panelized Solar Modesto, CA	No. 2 Sun Light & Power Berkeley, CA	No. 3 Unified Renewables Rocklin, CA
Item	Description	Quantity/ Unit	Unit Price Total	Unit Price Total	Unit Price Total
1.	Mobilization	1 Job	\$55,000.00 \$55,000.00	\$45,000.00 \$45,000.00	\$107,304.08 \$107,304.08
2.	Clear, Grub, Supply and Install Mirafi	43,566 SF	\$1.65 \$71,883.90	\$2.17 \$94,538.22	\$1.44 \$62,735.04
3.	Supply, install, compact – 3/4" Minus Class II Aggregate Base	1,700 Tons	\$58.00 \$98,600.00	\$180.00 \$306,000.00	\$148.60 \$252,620.00
4.	Supply Pipe Piles 18"φ x .500" wall x 40'	16 EA	\$8,750.00 \$140,000.00	\$2,960.00 \$47,360.00	\$9,952.08 \$159,233.28
5.	Drive Piles with 35' minimum embedment	16 EA	\$8,750.00 \$140,000.00	\$18,000.00 \$288,000.00	\$16,625.49 \$266,007.84
6.	Weld 2" thick base plates to piles per welding spec.	16 EA	\$1,875.00 \$30,000.00	\$2,228.00 \$35,648.00	\$2,142.45 \$34,279.20
7.	Supply Structural Steel Carport Steel package complete	1 Job	\$400,000.00 \$400,000.00	\$95,000.00 \$95,000.00	\$346,492.88 \$346,492.88
8.	Erect Structural Steel Carport Steel package; Note: complete package includes 4 solar array structures per plans	1 Job	\$85,000.00 \$85,000.00	\$310,109.78 \$310,109.78	\$187,594.25 \$187,594.25
9.	Supply Solar Modules per spec	792 EA	\$185.00 \$146,520.00	\$246.00 \$194,832.00	\$299.46 \$237,172.32
10.	Erect Solar Modules & wire per spec	792 EA	\$53.03 \$41,999.76	\$267.25 \$211,662.00	\$36.24 \$28,702.08
11.	Supply & Install all conduit, combiner boxes & wiring including all above ground wiring on all 4 arrays	1 Job	\$20,000.00 \$20,000.00	\$45,000.00 \$45,000.00	\$38,936.70 \$38,936.70
12.	Supply & Install SMA TRI-POWER CORE - 1 50 US - INVERTERS	8 EA	\$10,000.00 \$80,000.00	\$11,250.00 \$90,000.00	\$10,725.87 \$85,806.96
13.	Supply & Install 600A AC Combiner Panel 480 V AC	1 Job	\$30,000.00 \$30,000.00	\$21,500.00 \$21,500.00	\$21,929.95 \$21,929.95
14.	Trench, Install, Backfill & Compact - Conduits & Wiring 2-4"φ power + 1-2"φ comm conduits - stepped common trench to southernmost array column nearest point of interconnection	600 LF	\$157.50 \$94,500.00	\$113.00 \$67,800.00	\$411.32 \$246,792.00
15.	Trench, Install, Backfill & Compact - Conduits & Wiring 1"φ PVC Sch. 40 comm conduits from southernmost array to each array to the north for comm connection between arrays	400 LF	\$30.00 \$12,000.00	\$104.00 \$41,600.00	\$67.27 \$26,908.00
16.	Interconnection Labor	1 Job	\$75,000.00 \$75,000.00	\$17,500.00 \$17,500.00	\$9,461.21 \$9,461.21
17.	Interconnection Equipment and Switchgear	1 Job	\$25,000.00 \$25,000.00	\$21,000.00 \$21,000.00	\$41,796.67 \$41,796.67
TOTALS			\$1,545,503.66	\$1,932,550.00	\$2,153,772.46

BID SUMMARY - Itemized

Owner: Reclamation District No. 1601
Twitchell Island

Job Name: RD 1601 Pump Station Solar Array
Twitchell Island Levee Station 515+00

Job No.: 1110-0950

Bid Opening Date: 10/1/2024
Time: 2:00 p.m.

Engineer's Estimate: \$1,950,000

			No. 1 Panelized Solar Modesto, CA	No. 2 Sun Light & Power Berkeley, CA	No. 3 Unified Renewables Rocklin, CA
Item	Description	Quantity/ Unit	Unit Price Total	Unit Price Total	Unit Price Total
13b. Alternate (Alternate Bid Item 13b. not used in deciding low bid)	Supply and install a 1200 Amp utility metering (pull section, CT section, meter section) and two 600/3 Main Circuit Breaker with adjustable trips and ground fault protection in a weatherproof NEMA 3 Main Switchboard enclosure on a concrete pad near power pole with PG&E transformer and intercept existing secondary conduit and conductors to reroute through new MSB. Extend PV system conduit and conductors to new MSB. Coordinate service upgrade with PG&E on behalf of the owner (and submit application and design).	1	\$235,000.00	\$175,000.00	\$268,810.03
		Job	\$235,000.00	\$175,000.00	\$268,810.03
14b. Alternate (Alternate Bid Item 14b. not used in deciding low bid)	Directional Drill and install power and comm conduits in Bid Item # 14 in lieu of trenching part of the 600 L.F. in Bid Item #14	300	\$375.00	\$410.00	(\$430.02)
		LF	\$112,500.00	\$123,000.00	(*\$129,006.00)

*A mathematical error exists with submitted bid documents

EXHIBIT N



Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

1110-0950

October 2, 2024

Mr. Barry Sgarrella
President
Reclamation District No. 1601
2360 West Twitchell Island Road
Rio Vista, CA 94571

Dear Mr. Sgarrella,

On October 1, 2024, bids were received at the office of the District Engineer, 711 North Pershing Avenue, Stockton, for the RD1601, Pump Station Solar Array. Three bids were received and opened with the following results:

<u>Bidder</u>	<u>Bid Total</u>
Panelized Solar	\$1,545,503.66
Sun Light and Power	\$1,932,550.00
Unified Renewables	\$2,153,772.46
Engineer's Estimate	\$1,950,000.00

I have reviewed the Bid Form, Bid Bond, Experience Questionnaires, and additional documentation submitted by the low bidder, Panelized Solar, and have found all documents to have been completed in accordance with the Instructions to Bidders and General Conditions of the contract. Based upon my review of the bid documents, it is my recommendation that the Board of Trustees of Reclamation District No. 1601 award the contract for the Pump Station Solar Array to Panelized Solar of Modesto, California in the amount of \$1,545,503.66.

Please call me if you have any questions regarding the above.

Sincerely,
KJELDSSEN, SINNOCK & NEUDECK, INC.

Daniel A. Vitoria, P.E.

w/enclosures

cc: Jesse Barton
Christopher H. Neudeck
Jeffrey A. Mueller

EXHIBIT O



Electric Sample Form No. 79-1220-02 Sheet 1
Interconnection Agreement for Net Energy Metering 2 (NEM2) of a Renewable Electric Generating Facility of 1,000 kW or Less, Except NEM2 Solar or Wind Facilities of 30 kW or Less, and Virtual Net Energy Metering (NEM2V) of a Renewable Electric Generating Facility of 1,000 kW or Less

Please Refer to Attached Sample Form

(Continued)

Advice Decision 6976-E

Issued by
Meredith Allen
Vice President, Regulatory Affairs

Submitted June 30, 2023
Effective June 30, 2023
Resolution _____



**Pacific Gas and
Electric Company**[®]

INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM2) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET ENERGY METERING (NEM2V) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS

This INTERCONNECTION AGREEMENT FOR NET ENERGY METERING 2 (NEM) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET ENERGY METERING (NEM2V) OF A RENEWABLE ELECTRIC GENERATING FACILITY OF 1,000 KW OR LESS (Agreement)¹ is entered into by and between RECLAMATION DISTRICT 1601, Notification #125547778 (Customer-Generator), and Pacific Gas and Electric Company (PG&E), a California Corporation. Customer-Generator and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

1.1 This Agreement provides for Customer-Generator to interconnect and operate a Renewable Electrical Generation Facility as defined in Schedule NEM2 (if this is a NEM2 Solar or Wind Generating Facility less than 30 kW, please use form 79-1151A-02) (Generating Facility) in parallel with PG&E's Electric System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Customer-Generator's Generating Facility. Customer-Generator's Generating Facility is intended primarily to offset part or all of the Customer-Generator's own electrical requirements. Consistent with, and in order to effectuate, the provisions of Sections 2827 of the California Public Utilities Code and PG&E's electric rate Schedule NEM2 (NEM2), Parties enter into this Agreement. This Agreement applies to the Customer-Generator's Generating Facilities identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

2. SUMMARY AND DESCRIPTION OF CUSTOMER-GENERATOR'S GENERATING FACILITY AND DESIGNATION OF OTHERWISE-APPLICABLE RATE SCHEDULE

2.1 A description of the Generating Facility, including a summary of its significant components, and a single-line diagram showing the general arrangement of how Customer-Generator's Generating Facility and loads are interconnected with PG&E's Electric System, is attached to and made a part of this Agreement. (This description is supplied by Customer-Generator as Appendix A).

2.2 Generating Facility identification number: 30S910762 (Assigned by PG&E).

¹ Additional forms are available on PG&E's website at <http://www.pge.com/gen>.



**INTERCONNECTION AGREEMENT FOR
NET ENERGY METERING 2 (NEM2)
OF A RENEWABLE ELECTRIC GENERATING FACILITY
OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND
FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET
ENERGY METERING (NEM2V) OF A RENEWABLE
ELECTRIC GENERATING FACILITY OF 1,000 KW OR
LESS**

2017 and submitted a complete interconnection application² no later than March 31, 2018, or

(d) the Customer-Generator provides evidence of a final inspection clearance from the governmental authority having jurisdiction over the Generating Facility prior to September 9, 2017.

All "existing inverters" are not required to be Smart Inverters and are only subject to Section H of Rule 21. Customer-Generator replacing an "existing inverter" certifies it is being replaced with either:

- (i) inverter equipment that complies with Section Hh of Rule 21, (encouraged); or
- (ii) a conventional inverter that is of the same size and equivalent ability to that of the inverter being replaced, as allowed in Rule 21 Section H.3.d.ii.

3. DOCUMENTS INCLUDED AND DEFINED TERMS

3.1 This Agreement includes the following exhibits that are specifically incorporated herein and made a part of this Agreement.

- Appendix A Description of Generating Facility and Single-Line Diagram (Supplied by Customer-Generator).
- Appendix B A Copy of PG&E's Agreement for Installation or Allocation of Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to Perform Any Tariff Related Work (62-4527), if applicable (Formed by the Parties).
- Appendix C Schedule NEM2 / NEM2V Customer-Generator Warranty That it Meets the Requirements for an Eligible Customer-Generator and Is an Eligible Renewable Electrical Generation Facility Pursuant to Section 2827 of the California Public Utilities Code (if applicable).
- Appendix D NEM2 Load Aggregation Customer-Generator Declaration Warranting NEM2 Aggregation Is Located On Same or Adjacent or Contiguous Property to Generator Parcel (if applicable)
- Appendix E Customer-Generator Affidavit Warranting That NEM2V Arrangement Is Sized to Load (if applicable)
- Appendix F NEMV, NEM2V, Storage (if applicable)

² A complete application consists all of the following without deficiencies:

- 1. A completed Interconnection Application including all supporting documents and required payments, (continued next page)
- 2. A completed signed Interconnection Agreement,
- 3. Evidence of the Customer-Generator final inspection clearance from the governmental authority having jurisdiction over the generating system.



**INTERCONNECTION AGREEMENT FOR
NET ENERGY METERING 2 (NEM2)
OF A RENEWABLE ELECTRIC GENERATING FACILITY
OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND
FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET
ENERGY METERING (NEM2V) OF A RENEWABLE
ELECTRIC GENERATING FACILITY OF 1,000 KW OR
LESS**

Appendix G Operating Requirements for Energy Storage Device(s) (when applicable)

In addition, PG&E Electric Tariff Rules and Rates, including but not limited to Electric Rules 2, 14, 15, 16, and 21, Schedule NEM2 (if applicable), Schedule NEM2V (if applicable) and Customer-Generator's otherwise-applicable rate schedule, available at PG&E's website at www.pge.com or by request, are specifically incorporated herein and made part of this Agreement.

- 3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Electric Rule 21, Section C.

4. TERM AND TERMINATION

- 4.1 This Agreement shall become effective as of the last date entered in Section 20 below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- (a) The Parties agree in writing to terminate the Agreement.
 - (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Customer-Generator's Generating Facility is interconnected to PG&E is closed or terminated.
 - (c) At 12:01 A.M. on the 61st day after Customer-Generator or PG&E provides written Notice pursuant to Section 10 below to the other Party of Customer-Generator's or PG&E's intent to terminate this Agreement.
- 4.2 Customer-Generator may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:
- (a) A change in applicable rules, tariffs, or regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,
 - (b) Customer-Generator fails to take all corrective actions specified in PG&E's Notice that Customer-Generator's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Customer-Generator abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is nonoperational and Customer-Generator does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Customer-Generator's apparent abandonment of the Generating Facility affirming Customer-Generator's intent and ability to continue to operate the Generating Facility; or,
 - (d) Customer-Generator's Generating Facility ceases to meet all applicable safety and performance standards set out in Section 5.



**INTERCONNECTION AGREEMENT FOR
NET ENERGY METERING 2 (NEM2)
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OF 1,000 KW OR LESS, EXCEPT NEM2 SOLAR OR WIND
FACILITIES OF 30 KW OR LESS, AND VIRTUAL NET
ENERGY METERING (NEM2V) OF A RENEWABLE
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LESS**

- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY REQUIREMENTS

- 5.1 Customer-Generator's Generating Facility must meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Commission regarding safety and reliability including Rule 21.
- 5.2 Customer-Generator shall: (a) maintain the Generating Facility and Interconnection Facilities in a safe and prudent manner and in conformance with all applicable laws and regulations including, but not limited to, Section 5.1, and (b) obtain any governmental authorizations and permits required for the construction and operation of the Generating Facility and Interconnection Facilities. Customer-Generator shall reimburse PG&E for any and all losses, damages, claims, penalties, or liability it incurs as a result of Customer-Generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of Customer-Generator's Generating Facility.
- 5.3 Customer-Generator shall not commence parallel operation of the Generating Facility until PG&E has provided express written approval. Such approval shall normally be provided no later than thirty (30) business days following PG&E's receipt of: (1) a completed *Rule 21 Generator Interconnection Application* (Form 79-1174-02), including all supporting documents and payments as described in the Application; (2) a signed and completed *INTERCONNECTION AGREEMENT FOR A NET ENERGY METERING (NEM2/NEM2V) OF A RENEWABLE ELECTRICAL GENERATION FACILITY OF 1,000 KW OR LESS, EXCEPT SOLAR OR WIND* (Form 79-XXXX-02); and (3) a copy of the Customer-Generator's final inspection clearance from the governmental authority having jurisdiction over the Generating Facility. Such approval shall not be unreasonably withheld. PG&E shall have the right to have representatives present at the Commissioning Test as defined in Rule 21. Customer-Generator shall notify PG&E at least five (5) business days prior to the initial testing.
- 5.4 In order to promote the safety and reliability of the customer Generating Facility, the applicant certifies that as a part of each interconnection request for NEM2, that all major solar system components are on the verified equipment list maintained by the California Energy Commission and certifies that other equipment, as determined by PG&E, has safety certification from a nationally recognized testing laboratory.
- 5.5 Applicant certifies as a part of each interconnection request for NEM2 that
 - (i) a warranty of at least 10 years has been provided on all equipment and on its installation, or
 - (ii) a 10-year service warranty or executed "agreement" has been provided ensuring proper maintenance and continued system performance.



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5.6 Customers on this tariff must pay for the interconnection of their Generation Facilities as provided in Electric Rule 21, pursuant to Decision 16-01-044.

6. INTERCONNECTION FACILITIES

- 6.1 Customer-Generator and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Electric System, personnel, and other persons from damage or injury, which may be caused by the operation of Customer-Generator's Generating Facility.
- 6.2 Customer-Generator shall be solely responsible for the costs, design, purchase, construction, permitting, operation, and maintenance of the Interconnection Facilities that Customer-Generator owns.
- 6.3 If the provisions of PG&E's Electric Rule 21, or any other tariff or rule approved by the Commission, require PG&E to own and operate a portion of the Interconnection Facilities, Customer-Generator and PG&E shall promptly execute a Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix B.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. Customer-Generator Facility is required to comply with standards and rules set forth in Section 5 and provide the following for insurance policies in place.

- (a) For NEM2V Customer-Generators only, to the extent that Customer-Generator has currently in force property insurance and commercial general liability or personal liability insurance, Customer-Generator agrees that it will maintain such insurance in force for the duration of this Agreement in no less amounts than those currently in effect. Pacific Gas and Electric Company shall have the right to inspect or obtain a copy of the original policy or policies of insurance prior to commencing operation. As long as Customer-Generator meets the requirements of this Section 8.1(a), Customer-Generator shall not be required to purchase any additional liability insurance.

I have insurance. I hereby certify that there is presently insurance coverage in the amount of \$_____ for the Schedule NEM2V Generating Facility location.



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Insuring Company's Name: _____

Insurance Policy # _____

I do not have insurance. I hereby certify that there is presently \$0 (zero) dollars of insurance for the Schedule NEM2V Generating Facility location.

- 8.2. Customer-Generator shall furnish the required certificates and all endorsements to PG&E prior to Parallel Operation.
- 8.3. The certificate shall provide thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.4. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

If at any time during this agreement the Customer-Generator fails to meet the requirements in Section 5, the following insurance shall apply:

Customer-Generator shall procure and maintain a commercial general liability insurance policy at least as broad as the Insurance Services Office (ISO) commercial general liability coverage "occurrence" form; or, if Customer-Generator is an individual, then liability coverage with respect to premises and use at least as broad as the ISO homeowners' or personal liability Insurance occurrence policy form, or substitute, providing equivalent coverage no less than the following limits, based on generator size:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than one hundred (100) kW; or
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; or
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is twenty (20) kW or less;
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of the Generating Facility is ten (10) kW or less and the Generating Facility is connected to an account receiving residential service from PG&E.

The insurance shall, by endorsement:

- (a) Add PG&E as an additional insured;
- (b) State that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- (c) Contain a severability of interest clause or cross-liability clause



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8.5. If Customer-Generator's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.1 prevents Customer-Generator from obtaining the insurance required in this Section, then upon Customer-Generator's written Notice to PG&E in accordance with Section 10.1, the requirements of Section 8.1 may be waived.

8.6. Customer-Generator may self-insure with approval from PG&E. Evidence of an acceptable plan to self-insure, at least thirty (30) calendar days' prior to operations shall be submitted. Customer-Generators such as state agencies that self-insure under this section are exempt from Section 8.1.

If Customer-Generator ceases to self-insure to the level required hereunder, or if Customer-Generator is unable to provide continuing evidence of Customer-Generator's ability to self-insure, Customer-Generator agrees to immediately obtain the coverage required under agreement.

8.7. All required certificates, endorsements or letters of self-insurance shall be issued and submitted via email or mail to the following:

Pacific Gas and Electric Company
Attn: Electric Grid Interconnection – Contract Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Email: EGContractMgmt@pge.com

9. INDEMNITY FOR FAILURE TO COMPLY WITH INSURANCE PROVISIONS

9.1 If Customer-Generator fails to comply with the insurance provisions of this Agreement, Customer-Generator shall, at its own cost, defend, save harmless and indemnify PG&E, its directors, officers, employees, agents, assignees, and successors in interest from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including attorney's fees and other costs of litigation) resulting from the death or injury to any person or damage to any property, including the personnel and property of the utility, to the extent that the utility would have been protected had Customer-Generator complied with all such insurance provisions. The inclusion of this Section 9.1 is not intended to create any expressed or implied right in Customer-Generator to elect not to provide any such required insurance.

9.2 The provisions of this Section 9 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.



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13. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

14. DISPUTES

14.1 Dispute Resolution

Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Generating Facility shall be resolved according to the procedures in Rule 21.

15. REVIEW OF RECORDS AND DATA

15.1 Applicable Tax Laws and Regulation

The Parties agree to follow all applicable tax laws and regulations, consistent with CPUC policy and Internal Revenue Service requirements.

15.2 Maintenance of Tax Status

Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds

16. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

16.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

16.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

16.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

16.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.



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17. CRD POWER CONTROL SYSTEM CERTIFICATION

When applicable, Customer-Generator confirms that the Renewable Electrical Generation Facility including Energy Storage over 10 kW that has received UL 1741 CRD for Power Control Systems (PCS) certification will comply with either No Grid Charge or No Storage Export as defined in Schedule NEM2.

18. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

19. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and Rules, contains the entire Agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated Tariff Schedules and Rules.

20. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

RECLAMATION DISTRICT 1601

PACIFIC GAS AND ELECTRIC COMPANY

(Customer-Generator's Name)

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Date)

(Date)



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APPENDIX A

DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM

(Provided by Customer-Generator)



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APPENDIX B (If Applicable)

Any Rule 2 or Rule 21 Agreements for the Installation or Allocation of
Special Facilities (Forms 79-255, 79-280, 79-702) or Agreements to
Perform Any Tariff Related Work (62-4527)
(Formed between the Parties)

EXHIBIT P

Processing Status

▼ Early Approval

Due on 06/14/2024, assigned to TBD
Marked as Application Incomplete on 06/17/2024 by Jonathan E Pendley

Due on 06/14/2024, assigned to TBD
Marked as Plan Check Routing on 09/20/2024 by Thomas Moore

▼ Additional Reviews

Due on TBD, assigned to TBD
Marked as Completed on 09/19/2024 by Alina Dubinets

 ▶ Water Resources Review

▼ Plan Check Routing

Due on 09/20/2024, assigned to TBD
Marked as First Check on 09/20/2024 by Thomas Moore

Due on 09/26/2024, assigned to TBD
Marked as TBD on TBD by TBD

 ▶ Building Review

 ▶ Engineering Review

 ▶ Electrical Review

Plumb / Mech Review

▼ Plan Check Status Log

Due on 09/26/2024, assigned to TBD
Marked as Corrections Notified on 09/26/2024 by Mercedes Ruiz

Approved Plans Notice

Permit Issuance

Inspection

Certificate of Occupancy

Close Out

EXHIBIT Q



Change Order

PROJECT: 1110-1010-10 DATE: 9/23/2024
 Twitchell Island - Native Grass Seeding

CHANGE ORDER FOR: Broadcast Seed Credit; Maintenance Adjustments; and Additional Year of Maintenance CONTRACT ID: 1601-10-24-23-02

TO: Hanford ARC CHANGE ORDER: 001

The Contract is modified as follows upon execution of this Change Order:

SCHEDULE OF VALUES:

ITEM ID	DESCRIPTION	MODIFICATION AMOUNT
001-001	Broadcast Seed Credit (-64.2 acres @ \$1,201.58 per acre)	(\$77,141.12)
002-001	Manual Weed Removal - Site Mowing (-2 events @ \$31,895.00 per event)	(\$63,790.00)
002-002	Site Herbicide Application for Non-Native Broadleaf Plants (+4 events @ \$14,764.00 per event)	\$59,056.00
003-001	Site Herbicide Application for Non-Native Broadleaf Plants (+4 events @ \$15,502.20 per event)	\$62,008.80
003-002	Selective Herbicide Application for Bermuda Grass (+5 acres @ \$1,677.90 per acre)	\$8,389.50
003-003	Manual Weed Removal - Site Mowing (+5 events @ \$33,489.75 per event)	\$167,448.75
003-004	Manual Weed Removal - Selective Hand Crew (+50 hours @ \$744.45 per hour)	\$37,222.50
003-005	Site Irrigation (-15 events @ \$7,167.00 per event)	(\$107,505.00)
TOTAL CHANGE ORDER AMOUNT:		\$85,689.43

CLARIFICATIONS AND GENERAL NOTES:

This Change Order includes pricing from the following Potential Change Orders:

- PCO 001 - Broadcast seed credit
- PCO 002 - Maintenance adjustments
- PCO 003 - Additional year of maintenance

INCLUSIONS:

The Scope of Work shall include, but is not limited to, the following:

- Work related to PCO 001 regarding a credit for unused Stipa pulchra seed in accordance with Invoice No. 2312231098-01 dated 1/16/2023.
- Work related to PCO 002 regarding miscellaneous adjustments to maintenance activities in accordance with Invoice No. 2406231098-05 dated 7/8/2024.
- Work related to PCO 003 regarding an additional year of maintenance from 10/1/2024 to 9/30/2025 in accordance with Change Order Cost Proposal No. 3.0 dated 9/12/2024.

Change Order

DATE: 9/23/2024
CONTRACT ID: 1601-10-24-23-02
CHANGE ORDER: 001

EXCLUSIONS:

The following items are specifically excluded:

None.

CONTRACT DOCUMENTS:

The following Contract Documents are included as part of this Change Order:


TYPE	NUMBER	TITLE	REV #	REV DATE
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CONTRACT SUMMARY:

The original Contract was	\$968,556.00
Net change by previously approved Change Orders was	\$0.00
The amount prior to this Change Order was	\$968,556.00
The amount will be changed by this Change Order in the amount of	\$85,689.43
The new amount including this Change Order will be	\$1,054,245.43
The Contract time will be changed by	365 days
The date of Substantial Completion as of the date of this Change Order is	9/30/2025

All terms and conditions of the previous Contract not modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the date first above written:

CONTRACTOR ACCEPTANCE Hanford ARC

BY: Douglas Hanford

OWNER ACCEPTANCE RD 1601 - Twitchell Island

BY: Barry Sgarrella

Exhibit R

Christopher H. Neudeck

From: Erik E. Almaas
Sent: Wednesday, October 9, 2024 4:04 PM
To: Linda Carter (reclamationdistrict1601@gmail.com); Jesse Barton (jbarton@gallerybartonlaw.com)
Cc: Christopher H. Neudeck; Lindsey, Otome@DWR; Rob Thoms
Subject: Twitchell agenda

Jesse,

I've got another item that I'd like to add to the agenda for next week's RD 1601 Board meeting related to Hanford's ARC contract for the TWERP Native Grass Seeding contract.

The original contract included seeding in December 2023 and maintenance through September 2024. Due to the DWR issues with land ownership with the State Water Project, the next phase of the TWERP project has been delayed a year. We requested a proposal for an additional year of maintenance from Hanford ARC. I previously provided the proposed change order to you on 9/30/2024 to be included on this month's agenda.

In addition, the contractor has requested that the Board consider a partial release of retention given that they would otherwise be 100% complete with their contract if it wasn't for the additional year of maintenance. The value of the seeding performed in December 2023 is \$423k and the maintenance through 9/30/2024 is \$249k. I recommend that the Board release 100% of the seeding retention (\$21,610.35) and half of the maintenance retention (\$6,229.35) pending confirmation of establishment criteria by Rob Thoms with Stillwater Sciences and Otome.

Please let me know if you have any questions. Thanks.