SCO ID: 3600-P2640003

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
P2640003	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Fish and Wildlife (CDFW)

CONTRACTOR NAME
Contractor (TBD)

2. The term of this Agreement is:

START DATE
Upon CDFW Approval

THROUGH END DATE
June 30, 2029

3. The maximum amount of this Agreement is:
Written Amount, Dollars and No Cents ($Dollar Amount)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	*
+ -	Exhibit D	Additional Provisions	10

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Contractor Name (TBD)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Fish and Wildlife

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1010 Riverside Parkway	West Sacramento	CA	95605

PRINTED NAME OF PERSON SIGNING	TITLE
Yujie Jin	Branch Chief, Land & Facilities Engineering Branch
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

SAMPLE

EXHIBIT A – SCOPE OF WORK

1. Description:

   The Contractor will provide to the California Department of Fish and Wildlife (CDFW)/San Joaquin Hatchery (SJH): labor, materials, tools, equipment, and incidentals necessary for semimonthly (twice monthly) inspection, maintenance, and servicing of the onsite water treatment plant, in accordance with the specifications, terms, and conditions contained herein. All inspection and maintenance work will ensure that the equipment continues to function properly and safely.

   This agreement does not include repairs.

2. Location of Services:

   Services will be performed at San Joaquin Hatchery, located at 17372 Brook Trout Drive, Friant, CA 93626.

3. Contract Term:

   Upon CDFW approval, through June 30, 2029

4. License Required:

   A – General Engineering, OR
   B – General Building, OR
   C-36 Plumbing Contractor, **OR**
   C-55 Water Conditioning Contractor

   Additional certifications required:

   Water Distribution Operator Grade D2 or higher, **AND**
   Water Treatment Operator Grade T2 or higher

5. Travel time will not be reimbursed.

6. The Project Officials during the term of this agreement will be:

CDFW Project Officials		**Contractor Project Officials**	
Contract Manager		**Project Director**	
Name:	Calvin Gooch	Name:	XXX Contractor
Phone:	559-822-2374	Phone:	(XXX) XXX-XXXX
Email:	Calvin.gooch@wildlife.ca.gov	Email:	XXXXXXXXXX
Address:	17372 Brook Trout Dr. Friant, CA 93626	Address:	XXXXXXXXXX

Either party may make changes to the Project Officials by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

7. Codes & Regulations:

All work is to be performed in accordance with the Standard Specifications as stated below, except as provided in the General Conditions and the following:

State and Federal Codes:

A. 2025 California Code of Regulations (CCR)
B. 2025 California Administrative Code (CAR), [California Code of Regulations (CCR), Title 24, Part 1]
C. 2025 California Building Code (CBC), Volumes 1, and 2, (CCR, Title 24, Part 2) (Based on 2024 International Building Code with 2025 California Amendments)
D. 2025 California Residential Code (CRC), (CCR, Title 24, Part 2.5), (Based on 2024 International Residential Code)
E. 2025 California Electrical Code (CEC), (CCR, Title 24, Part 3) (2023 National Electric Code (NEC) with 2025 California Amendments)
F. 2025 California Mechanical Code (CMC), (CCR, Title 24, Part 4) (Based on 2024 Uniform Mechanical Code with 2025 California Amendments)
G. 2025 California Plumbing Code (CPC), (CCR, Title 24, Part 5) (Based on 2024 Uniform Plumbing Code)
H. 2025 California Energy Code, (CCR, Title 24, Part 6)
I. 2025 California Wildland – Urban Interface (WUI) Code (CCR, Title 24, Part 7)
J. 2025 California Historical Building Code, (CCR, Title 24, Part 8)
K. 2025 California Fire Code (CFC), (CCR, Title 24, Part 9) (Based on 2024 International Fire Code)
L. 2025 California Existing Building Code, (CCR, Title 24, Part 10), (Based on the 2024 International Existing Building Code)
M. 2025 California Green Building Standards Code, (CCR, Title 24, Part 11)
N. 2025 California Referenced Standards Code, (CCR, Title 24, Part 12);

NFPA 13 - Automatic Sprinkler Systems w/ CA Amendments	2025 Edition
NFPA 14 - Standpipe Systems w/ CA Amendments	2024 Edition
NFPA17a - Wet Chemical Systems	2024 Edition
NFPA 20 - Stationary Pumps	2025 Edition
NFPA 24 - Private Fire Mains w/ CA Amendments	2025 Edition
NFPA 72 - National Fire Alarm Code w/ CA Amendments	2025 Edition
NFPA 2001 - Clean Agent Fire Extinguishing Systems w/ CA Amendments	2025 Edition

Reference code section for NFPA standards is in 2022 CBC Chapter 35 or 2022 CFC Chapter 80. See Chapter 35 for State California amendments to NFPA standards

O. Reference Code Sections for Applicable Standards:
2025 CBC, Chapter 35
2025 CFC, Chapter 80

P. Title 8 California Code of Regulations (CCR), CAL/OSHA Regulations-Safety Orders issued by Division of Industrial Safety of the State of California
Q. Title 19 CCR., Public Safety, State Fire Marshall (SFM) Regulations, List of Federal Codes & Standards (if applicable)
R. American with Disabilities Act (ADA), Title II or Title III
S. 2025 California Access Compliance Advisory Reference Manual (As prepared by the Division of the State Architect Office, published on January 1, 2025, effective July 1, 2026)
T. Department of Transportation (DOT) Standard Specifications and/or Plans; State of California, DOT, 2025
U. Underwriters Laboratories, Inc. (UL Standards)

Additional Codes:

A. American Concrete Institute (ACI), Latest Edition
B. American Society for Testing and Materials (ASTM), Latest Edition
C. Steel Construction Manual, American Institute of Steel Construction, (AISC), 15th Edition
D. American Welding Society, AWS
E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

8. Insurance Requirements:

The Contractor will be required to supply proof of and maintain liability coverage as outlined in Exhibit G, Insurance, Item 12B – Insurance Requirements of this agreement. These policy types include:

- Commercial General Liability
- Automobile Liability
- Worker's Compensation and Employer's Liability

❖ **The above policies must each be endorsed to include <u>"The State of California, its officers, agents and employees as additional insured but only with respect to work performed under the Contract".</u>**

9. Quality Control:

The Contractor will be responsible for the completeness of the contract work. The Contractor will be responsible for the progress of the contract work until final completion and acceptance of same by the State and will make such checks on the work as may be necessary to assure conformance with these specifications.

10. Work Schedule:

Inspection/Maintenance Services will be provided during normal working hours (Monday through Friday from 7:00 a.m. to 3:00 p.m., excluding state holidays).

The Contractor will be required to call the CDFW Facility Manager and make an appointment to perform the maintenance at least three (3) days in advance. The Contractor will check in with CDFW Facility Manager or CDFW designee upon arrival and check out when the work is completed.

11. Clean Up and Disposal of Refuse:

    Upon completion of each maintenance/service activity under this contract, the Contractor must remove all remaining excess materials, waste, rubbish, debris, temporary facilities, and other equipment from the site. Final approval of the work done under these specifications will not be given until the final cleanup meets approval of the CDFW Facility Manager or CDFW designee.

12. Restoration of Improvements:

    Any damage to existing facilities, structures or improvements caused by the Contractor, the Contractor's equipment, or the Contractor's staff during the term of this contract, will be repaired and restored to as good a condition as existed at the time work commenced at the Contractor's own expense.

13. Inability to Provide Services:

    If the Contractor is temporarily unable to provide services as required, CDFW reserves the right to accomplish the work by other means during the period of the Contractor's inability to provide services and will be reimbursed by the Contractor for any costs.

14. Accidents/Damages:

    Damage caused to the equipment covered herein due to fire, abuse, act of God, accident, unauthorized alterations, disasters, the elements, failure of electrical power, misuse, use of unauthorized agents, vandalism or negligence by the State or its officers, agents, or employees are not covered by this agreement except on a time and material basis. Such repairs will be performed by the Contractor at the Contractor's current, published rates at the time service is required, but only after the Contractor has made an estimate of all costs involved and written documentation has been provided to the Institution Contract Liaison or designee.

15. Exclusions:

    Excluded are painting or refinishing of equipment, and the furnishing of supplies, accessories, or devices of any nature, except such items or equipment as may be necessary for the maintenance of the equipment. This agreement does not include service, repair, or replacement of parts required as a result of accident, neglect, abuse, misuse, alteration of equipment, or other improper operation, including but not limited to operation of equipment outside of its specified environmental conditions.

16. Inspection and Maintenance Requirements:

A. Contractor will inspect and service the water treatment plant and equipment listed below on a semimonthly (twice monthly) basis. Contractor is responsible for obtaining manufacturer's guidelines for regular maintenance.

• Equipment includes all pumps, plumbing, filters, chemicals, air compressor, air lines, chemical and electrical systems associated with the 15 GPM surface water treatment plant.

Equipment Type	Manufacturer	Model Number	Serial Number	Location
10,000 Gallon Treated water Tank	Columbian Tec Tank	Unknown	08-7154	Behind Water Treatment Building
1,000 Gallon Raw Water Tank	Bradley & Son	Unknown	Unknown	Behind Water Treatment Building
Booster Pump (QTY 2)	Goulds	22BFIJIBO	1008JR/ 36565	East Corner of Water Plant Interior
Backflow Preventor	US Motors	C55SWJZA-4756	Unknown	East Corner of Water Plant Interior
Water Lines and Valves	Various	Unknown	Unknown	Throughout interior of water plant.
24″ roughing filter & 30″ dual-media (anthracite coal/silica sand) polishing filter	South Gate Engineering	Unknown	20881	Northeast interior wall
Turbidity Meter	HF Scientific	Unknown	Unknown	Unknown
Chlorine Controller	Hach	Unknown	Unknown	Unknown
Pump Motor	Baldor Reliance	36E510w914	JML3608T	East Corner of Water Plant Interior
Pump Motor	Lesson	6184K34DRJ	13164100	East Corner of Water Plant Interior
Pressurization Tanks	Flexcon	Unknown	120-PC366	Southeast Interior wall

B. The Contractor will inspect and maintain the above listed equipment as follows:

a. Water treatment plant premises shall be kept free from dust, old/not used equipment, spider webs and debris.
b. Equipment inspections shall be as follows:
   i. Lubrication of moving parts as outlined in manufacturers owner manual
   ii. Cleaning/Flushing of lines, valves and hoses
   iii. Fluid changes and Replacement of chemical solutions as needed as well as for Filters
   iv. Visual inspection of all equipment
   v. Operational Monitoring

1. Chemical solutions and residuals at proper levels
2. Turbidity within an acceptable operating range
3. Vibration dampening adequate
4. Line pressure appropriate
5. Filter condition and performance acceptable

vi. Chemical Analysis of water
vii. Trend analysis of chemical usage
viii. Calibrations of monitoring equipment

c. Preventative Maintenance of the following systems and equipment types
   i. Batteries
   ii. Blowers
   iii. Counting Flow Meters
   iv. Mineralizer
   v. AC Motors
   vi. DC Motors
   vii. Valves and Valve operators
   viii. Control Relays
   ix. Transformers
   x. Controllers
   xi. Recorders
   xii. Transmitters
   xiii. Switches
   xiv. Fans and Compressors
   xv. Pumps
   xvi. Filters/Strainers
   xvii. Tanks
   xviii. Piping and associated supports and fittings
   xix. Generators

C. A logbook will be kept on site to be maintained by the Contractor. The log must contain the date of maintenance performed. This will include date of entry, individual making entry, make, brand, model number, name plate data, manufacturer's maintenance literature, and parts breakdown in addition to chlorine residual levels, and turbidity readings.

D. Diagnostic Requirements of Inoperable Equipment

If any equipment listed above becomes inoperable during the term of the agreement, the Contractor will diagnose the failure and propose recommended repairs, at the discretion of the Contract Manager. The Contractor will provide the proposed repairs in writing to the Contract Manager and CDFW Contract Manager. The contractor shall list all labor costs associated with diagnostic services in Exhibit B (this will be paid out on a as needed basis up to three (3) times during the contract term). **Diagnostic services do not include any actual repair work. Repair work is not included and will not be reimbursed for under this contract.**

17. Schedule of Completion Dates:

Activity	**Anticipated Due Date***
Semimonthly (twice monthly) Inspection and Maintenance first visit	First week of each month
Semimonthly (twice monthly) Inspection and Maintenance second visit	Third week of each month

*Changes to due dates must be agreed upon in writing by the Contractor and CDFW Contract Manager.

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. The Contractor agrees to accept payment only in the form of a warrant issued by the California State Controller's Office (SCO). No other payment method shall be made in the payment of these invoices.

C. The Contractor shall submit an original and one (1) copy of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted by mail or email to:

Contract Manager:	**Calvin Gooch, Fish Hatchery Manger II**
Region / Division:	**CR4/Inland Fisheries**
Address:	**PO Box 247 Friant, CA 93626**
Email:	**Calvin.gooch@wildlife.ca.gov**

D. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Wildlife's Accounting Claims Section by the Contract Coordinator. Payment of any invoice will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Failure to use the address exactly as provided above, may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.

E. Prices paid for the various items of the contract shall include full compensation for furnishing all material, labor, tools, and equipment, and doing all work involved in accomplishing the fulfillment of the scope of work as herein specified. Items necessary for the completion of the work for which no separate prices are herein included shall be considered included in the various items of the contract.

F. Progress payments shall only be made by the State in the event the contract term is greater than monthly. The Contractor may submit progress payment invoices on completion of work not more frequently than every thirty (30) days in arrears.

G. All contracts shall have five percent (5%) retention held for thirty (30) calendar days after completion of the work and then released upon receipt of invoice.

H. Five percent (5%) shall be retained from each progress payment and held by the State as partial security for the fulfillment of the contract by the Contractor. The State shall pay the Contractor the value of such work, as estimated therein, after deducting therefrom all previous payments, and all amounts to be retained under the provisions of this Agreement. Final retention shall be held thirty (30) calendar days from final inspection and acceptance of the completed scope of work and then released upon receipt of invoice.

SAMPLE

I. The invoice shall contain the following information:

1. The word "Invoice" should appear in a prominent location at the top of the page(s);

2. Printed name of the Contractor;

3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;

4. Name of the Region/Division of the Department of Fish and Wildlife being billed;

5. The date of the invoice, invoice number, and the time period covered;

6. The number of the agreement upon which the claim is based, and;

7. An itemized account of the services for which the Department of Fish and Wildlife is being billed. Include all of the following:

   a. The time period covered by the invoice, i.e., the term "from" and "to";

   b. A description of the services performed based on Items identified in Item 4; "Budget Detail";

   c. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor including retention under the terms of this agreement.

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.

B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.

SAMPLE

D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made within 45 calendar days of receipt of an undisputed invoice by Department of Fish and Wildlife Contract Manager as stated in Government Code, Chapter 4.5, commencing with Section 927.

4. Budget Detail

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will submit to the CDFW Contract Manager progress reports every twenty (20) working days of the percent of each unit that has been completed since the last invoice was received. The CDFW Contract Manager will verify the completed work before approving the invoice. The Contractor will be reimbursed at the costs identified below and charges must not exceed **WRITTEN DOLLAR AMOUNT ($XX,XXX.xx)** which is the maximum amount of the agreement.

[1]Description	[2]Quantity (A)	[3]Unit	Unit Price (B)	Subtotal (A x B)
Twice Monthly Inspection and Maintenance	72	Flat Rate Each Service	$	$
Diagnostic Fee	3	Flat Rate Each Service	$	$
			Total:	$

[1]Refer to Exhibit A for equipment information
[2]Quantity is an estimate only. Contractor will be reimbursed for services provided only.
[3]Rate must include all labor, materials, tools, equipment, taxes, and incidentals necessary for inspection, maintenance, and servicing.

SAMPLE

1. **LICENSES AND PERMITS (If Applicable) ~** The Contractor must be an individual or firm licensed to do business in California and must obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

   If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to CDFW, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

   In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the California Department of Fish and Wildlife (CDFW) a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep all required licenses and permits current, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

2. **RIGHTS IN DATA ~** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State will have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

3. **RIGHT TO TERMINATE ~** CDFW reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

   However, the agreement can be immediately terminated for cause. The term "for cause" will mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination will be effective as of the date indicated on the State's notification to the Contractor.

   This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.

4. **SETTLEMENT OF DISPUTES ~** Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, will be decided by the following two (2) step procedure:

   a. The Contractor must provide written notice of the particulars of such disputes to the CDFW Contract Manager or appointed representative. The CDFW Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute.

Should the Contractor disagree with the CDFW Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal, the Contractor must proceed diligently with the performance of this Agreement in accordance with the CDFW Contract Manager's decision.

b. The second level appeal must indicate why the CDFW Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the CDFW Contract Manager's response. This letter of appeal must be sent to the California Department of Fish and Wildlife, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the CDFW Contract Manager's decision. Failure to submit an appeal within the period specified will constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, will be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.

5. PROPERTY ACQUISITIONS ~ Property, as used in this section must include:

a. **Equipment –** Tangible property (including furniture) with a unit cost of $5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.

b. **Furniture –** Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc., with a unit cost of less than $5,000.00.

c. **Portable Assets –** Items considered 'highly desirable' because of their portability and value, e.g., calculators, laptops, tablets, mobile phones, flash drives, cameras, and microscopes, etc. (excludes all hardware, software, data processing systems).

d. **Electronic Data Processing (EDP) Equipment –** All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, will be the property of the State during the customary depreciable life thereof. The Contractor must promptly report any such purchase to the CDFW Contract Manager. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property will be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the CDFW Contract Manager will be required before the Contractor will be reimbursed for any property purchases not specified in the Line-Item Budget. The Contractor will provide to the CDFW Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by CDFW, the Contractor must provide the following:

1. paid vendor receipts identifying the Agreement number,
2. purchase date,
3. purchase price,
4. description of the item,
5. serial number,
6. model number, and
7. location, including street address where property will be used during the term of this Agreement.

Paid receipts must be attached to Contractors' invoices. The Contractor must keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the CDFW Contract Manager and one (1) copy must be retained by the Contractor.

CDFW reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor must tag all acquired assets. The purpose of tagging assets is to designate the assets as belonging to the State.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds must promptly be returned to the State. The Contractor will prepare an inventory of State Furnished Property report and submit to the State and will at that time query the CDFW Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property will be at State expense in accordance with instructions from the CDFW Contract Manager to be issued immediately after receipt of the final inventory.

6. LOST, STOLEN or DESTROYED PROPERTY ~ The Contractor must immediately report the loss, theft, or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the CDFW Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor must also complete a CHP Report of Crime on State Property (STD 99) form and obtain a copy of the law enforcement agency's report to submit to the CDFW Contract Manager. The Contractor will adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement must be reported in the same manner as described above. The Contractor will be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor will, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

7. INCOME RESTRICTIONS ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this

Agreement will be paid by the Contractor to CDFW, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDFW under this Agreement.

8. **CONFIDENTIALITY OF DATA ~** The Contractor must protect from disclosure all information made available by CDFW. The Contractor will not be required to keep confidential any data or information which is publicly available, independently developed by the Contractor, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

9. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS ~** The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the CDFW Contract Manager and the CDFW Contract Manager has approved such substitution. At a minimum, the request must include:

   a. A written explanation of the reason for the substitution; and

   b. The identity of the person or firm substituted.

   The request and the CDFW Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

   If the Contractor enters into a subcontract with a DVBE, CDFW and the Contractor are required to follow Military and Veterans Code Sections 999.5, 999.55 and 999.7.

   Pursuant to the Military and Veterans Code (M&VC) Section 999.5, when a Contractor has entered into a subcontract with a DVBE, the Contractor must complete a Prime Contractor's DVBE Subcontracting Report (STD 817), within 60 days after receiving final payment. Upon request by CDFW, the Contractor must provide proof of total payment amount to the DVBE subcontractor.
   A person or entity that knowingly provides false information will be subject to a civil penalty for each violation in the minimum amount of two thousand five hundred dollars ($2,500) and the maximum amount of twenty-five thousand dollars ($25,000). An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed will be enforceable as a civil judgment.

   Pursuant to the M&VC Section 999.7, CDFW will withhold ten thousand dollars ($10,000) from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the Contractor complies with the certification requirements of Military and Veterans Code Section 999.5. Contractors that fail to comply with the certification requirements will be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the Contractor fails to comply with the certification requirements, CDFW will permanently deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000). The withholding applies to all procurement approaches with a DVBE subcontractor, as defined by M&VC Section 999(b)(4).

Notwithstanding any other law, the CDFW will not withhold more than the amount specified on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

10. DISCLOSURE REQUIREMENTS ~ Any document or written report prepared in whole or in part pursuant to this Agreement must contain a disclosure statement indicating that the document or written report was prepared through an Agreement with CDFW. The disclosure statement must include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement must be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor must include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

11. USE OF SUBCONTRACTOR(S) ~ If the Contractor desires to accomplish part of the services using one (1) or more subcontractors, the following conditions must be met:

a. The Contractor must submit any subcontracts to the State for approval prior to starting any of the work;

b. The Agreement between the primary Contractor and the subcontractor must be in writing;

c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and

d. Upon termination of any subcontract, the State must be notified immediately, in writing.

Further, any subcontract in excess of $100,000.00 entered into as a result of this Agreement must contain all applicable provisions stipulated in this Agreement.

The Contractor will be responsible for all work performed under this agreement. All persons engaged in the work will be considered employees of the Contractor. When any subcontractor fails to execute a portion of the work in a manner satisfactory to the State, the Contractor must immediately remove such subcontractor upon written request of the State and the subcontractor must not be employed for any portion of the contract. The State will not entertain requests to arbitrate disputes among subcontracts concerning responsibility for performing any part of the work.

All changes in subcontractual relationship during the term of this agreement must be submitted to the CDFW Contract Manager in writing within 10 working days of said change.

12. POTENTIAL SUBCONTRACTOR(S) ~ Nothing contained in this Agreement or otherwise will create any contractual relation between the State and any subcontractor(s) and no subcontract will relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor

agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State will have no obligation to pay or to enforce the payment of any monies to any subcontractor.

13. TRAVEL AND PER DIEM ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement will be at rates not to exceed those amounts paid to the non-represented/excluded State employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CDFW.

14. NOVATION ~ If the Contractor proposes any Novation Agreement, CDFW will act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period and confirm in writing within five (5) days. No Novation Agreement will become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws, and procedures.

15. INSURANCE ~ When the Contractor submits a signed Agreement to CDFW, the Contractor must also furnish either proof of self-insurance, or certificate(s) of insurance showing that the required insurance is presently in effect. Contractor agrees to make complete copies of applicable insurance policies available to CDFW upon request. The State will not be responsible for any premiums or assessments on the policy.

General Provisions Applying to All Policies:

1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract. The policy's retroactive date must be shown on the certificate of insurance and must be before the execution date of the contract or before the start of any contract work.

2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor must provide the State within two (2) business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

4) Primary Clause – Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – **Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.** This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor must include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

Provider hereby represents and warrants that Provider is currently and will remain, for the duration of this Agreement at Provider's own expense, insured against:

1) Commercial General Liability – Contractor must maintain general liability on an occurrence form with limits not less than $1,000,000.00 per occurrence for bodily injury and property damage liability combined with a $2,000,000.00 annual policy aggregate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

2) Automobile Liability – (If applicable per Exhibit A) Contractor must maintain motor vehicle liability with limits not less than $1,000,000.00 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

3) Aircraft Liability – (If applicable per Exhibit A) When aircraft are used in the performance of agreement work contractor, or its subcontractor, must maintain aircraft liability with limits of not less than $10,000,000.00 each accident.

The policy must be endorsed to include the State of California, its officers', agents, and employees as additional insured, but only with respect to work performed under the Contract.

4) Watercraft Liability – (If applicable per Exhibit A) When watercraft is used in the performance of this agreement, the Contractor or its subcontractor must maintain watercraft liability with limits of not less than $1,000,000.00 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy must be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage.
The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

5) Professional Liability – (If applicable per Exhibit A) Contractor must maintain professional liability covering any damages caused by a negligent error, act, or omission with limits of not less than $1,000,000.00 per occurrence and $3,000,000.00 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.

6) Pollution Liability – (If applicable per Exhibit A) Contractor must maintain pollution liability covering the Contractor's liability with limits not less than $1,000,000.00 per incident, and annual aggregate amount of $2,000,000.00 which may include Pesticide/Herbicide Applicator Coverage if applicable, or its equivalent.
The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

7) Hangarkeepers Liability – (If applicable per Exhibit A) Contractor must maintain hangarkeepers liability with limits no less than $1,000,000.00 per occurrence with a $2,000,000.00 annual policy aggregate.
The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

8) Drone/Unmanned Aerial Vehicle (UAV) Liability – (If applicable per Exhibit A) Contractor must maintain Drone/UAV coverage with a limit of not less than $2,000,000.00. If Drone/UAV coverage is being added to a general liability policy, there must be a separate endorsement showing proof of coverage and it must be submitted to CDFW as a separate document.

The policy must be endorsed to include the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Contract.

9) Workers Compensation and Employers Liability – Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000.00 are required.

The waiver of subrogation endorsement is required when work is performed on State owned or controlled property. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

When watercraft is/are used in performance of agreement work contractor's workers' compensation policy must be endorsed to include applicable special coverage extensions where applicable.

16. COMPUTER SOFTWARE (IT SERVICES) ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

17. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT ~ Recipients of a federal contract, grant or other federal funds are prohibited to procure/obtain, and extend, re-new and/or enter into a new contract to procure equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary of affiliate of such entities). For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure and other nation security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahura Technology Company (or any subsidiary or affiliate of such entities) is prohibited. 2 CFR 200.216.

18. INSPECTION ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor must provide and require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations must be performed in such a manner as will not unduly delay the work.

19. FORCE MAJEURE ~ Neither party will be liable to the other for any delay in or failure of performance, nor will any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

20. FORCED, CONVICT AND INDENTURED LABOR ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by

forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.

21. CONTRACT STAFF REQUIREMENTS ~ The Contractor represents that it has or will secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel must not be employees of or have any contractual relationship with the California State Department of Fish and Wildlife or any other governmental entity.

22. EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY) ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation must be prepared on a Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor will not be a public record.

23. REQUIREMENTS FOR LEGAL AGREEMENTS ONLY ~ In accordance with Public Contract Code § 10353.5, the Contractor must:

- Agree to adhere to legal costs and billing guidelines designated by the State;
- Adhere to litigation plans designated by the State;
- Adhere to case phasing of activities designated by the State;
- Submit and adhere to legal budgets as designated by the State;
- Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
- Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
- Submit to a legal cost and utilization review, as determined by the State.

24. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS ~ On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.