

1. Introduction of Services

The Contractor agrees to provide to the California Department of Fish and Wildlife (CDFW) salmonid population monitoring services in accordance with the specifications, terms, and conditions contained herein.

2. Location of Services

The services will be performed at various locations throughout the Russian River watershed in Sonoma County, CA and at the Contractor's business location:

404 Aviation Boulevard
Santa Rosa, CA 95403

3. Service Schedule

The services will be provided between standard business hours, except on holidays. The Contractor will be required to obtain agreement, in writing, from the CDFW Contract Manager for any changes to the service schedule.

4. Project Officials

CDFW Project Officials	Contractor Project Officials
Contract Manager Name: Audrey Dean Phone: (916) 902-8986 Email: Audrey.Dean@wildlife.ca.gov Address: 1010 Riverside Pkwy West Sacramento, CA 95605 Direct all inquiries to: CDFW – Fisheries Branch Name: Kevin Ignacio Address: 101 Riverside Pkwy West Sacramento, CA 95065 Phone: (916) 210-1935 Email: Kevin.Ignacio@wildlife.ca.gov	Project Director Name: Gregg Horton Phone: (707) 217-5311 Email: Gregg.horton@scwa.ca.gov Address: 404 Aviation Boulevard Santa Rosa, CA 95403 Direct all inquiries to: Name: Joan Hultberg Address: 404 Aviation Boulevard Santa Rosa, CA 95403 Phone: (707) 547-1902 Email: Joan.hultberg@scwa.ca.gov

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.

5. Scope of Work

A. Background and Objectives

Central California Coast Coho Salmon (*Oncorhynchus kisutch*) evolutionarily significant unit (ESU), California Coastal Chinook Salmon (*Oncorhynchus tshawytscha*) ESU, and Northern California steelhead (*Oncorhynchus mykiss*) distinct population segments (DPS) are all listed as either threatened or endangered under Federal or State Endangered Species Acts. Recovery plans call for long-term population assessment and monitoring that address viable salmonid population indicators of abundance, productivity, spatial structure, and diversity. Delisting will depend on whether important populations have reached abundance thresholds (Spence 2008), thus spawner escapement is a primary measure of recovery. The California Salmonid Population Monitoring Plan (CMP) methodology provides population level estimates of salmonids and monitors status and trends at evolutionarily significant regional scales (Adams et al. 2011).

The purpose of this Agreement is to provide salmonid population monitoring in the Russian River watershed for three consecutive years. Activities include conducting Coho Salmon and steelhead spawning ground surveys, snorkel surveys, and life cycle monitoring following the overall design and strategy outlined in Adams et al. (2011), to provide estimates of adult and juvenile salmonid abundance, redd abundance, and juvenile occupancy rates. Aspects of this work will be achieved in collaboration with existing efforts and partners in the watershed.

B. Work to be Performed

1. The Contractor will provide the following services:

a) Task 1: Monitoring Coordination, Planning and Reporting.

- i. This task includes overall project coordination, oversight of field activities, data QA/QC procedures, spatial and tabular database management, data accessibility, refinement of the Russian River sample frame, map preparation, reporting, responding to data requests, coordination with existing monitoring efforts in the watershed, and participation in technical advisory meetings. The Contractor will provide or hire qualified staff to manage the monitoring program, manage project data, supervise field work and data collection, and perform field work. Staff levels will include: a Program Director to oversee all aspects of the monitoring program; a Project Manager to manage the program, oversee hiring, and coordinate with partners; a Database Manager to ensure all tabular data are properly entered, stored, and maintained; a GIS analyst to manage, maintain, and analyze all spatial data; Fish Biologists to coordinate landowner access, coordinate project logistics, train technicians, and lead daily field operations and data collection; and approximately 16 Fish Technicians to conduct field surveys. The field staff must have relevant wildlife or fisheries field sampling experience and the ability to perform

strenuous field activities, including hiking. The Contractor will procure equipment needed to perform all monitoring tasks.

The Contractor must also secure landowner access to conduct field monitoring. This entails individual landowner access requests, coordination with other agencies accessing the streams for similar purposes and maintaining a landowner communication database. There are nearly 3,400 unique landowners adjacent to streams in the California Coastal Salmonid Monitoring Plan (CMP; Adams et al. 2011) Russian River sample frame, and access requests to approximately 900 landowners will be needed on an annual basis to conduct surveys for Coho Salmon basinwide monitoring (Task 3). The Contractor will also secure appropriate regional, state, and federal permits to conduct all monitoring tasks.

- ii. Objectives and Deliverables:
 - Produce annual monitoring reports and quarterly invoices.
 - Prepare tabular and spatial data and annual updates to basin-wide sample frame (when needed).

b) Task 2: Life Cycle Monitoring for Steelhead

- i. Life cycle monitoring (LCM) for Coho Salmon will be funded and implemented through a separate monitoring effort that includes operation of counting stations on four sub-basins of the Russian River watershed: Mill Creek, Green Valley Creek, Dutch Bill Creek, and Willow Creek. The Contractor will maintain close coordination with the existing Coho Salmon LCM Program to estimate population metrics for steelhead. The Contractor will conduct the work described below in the LCM sub-basins (Mill Creek, Green Valley Creek, Dutch Bill Creek, and Willow Creek) to estimate the number of juvenile steelhead emigrants, the number of adult steelhead returns, and the number of steelhead redds, when stream flow and related environmental conditions allow.

Task 2.1: Juvenile Steelhead Monitoring

The Contractor will sample, collect, and PIT-tag (Passive Integrated Transponder tags) juvenile steelhead in each sub-basin during the late summer/early fall of each year (prior to the juvenile migration season). These fish will be collected using backpack electrofishing and/or seining. The Contractor will weigh and measure a sample of all salmonids captured, and all fish will be safely released to their capture location. Approximately 50 to 1500 appropriately sized (≥ 60 mm and ≥ 2.0 g) juvenile steelhead will be PIT-tagged each year in each sub-basin depending on stream flow, sampling efficiency, and sub-basin population size. PIT-tagging will occur during modified 2-stage Basinwide Visual Estimation Technique (BVET) surveys (based on Dolloff et al. 1993) conducted by the Contractor in each LCM sub-basin between mid-August and mid-October. These surveys are designed to generate a fall juvenile abundance estimate in each LCM sub-basin and form

the basis of a population model to estimate juvenile steelhead migrant abundance for each of the four LCM sub-basins (Sonoma County Water Agency and California Sea Grant 2014). Surveys will be conducted in late summer/early fall prior to the juvenile steelhead migration season. The 2-stage modified BVET approach is based on snorkeling habitat units (as defined during summer snorkel surveys, Task 3) immediately prior to backpack electrofishing/seining surveys. Stage 1 sampling will be conducted each day by a crew of 2 staff, up to 3 crews per day, and sampling up to 4 days per week. Crews will count juvenile steelhead observed in 50% of the habitat units in the steelhead stratum of each sub-basin. Stage 2 sampling will be conducted by a crew of 4-5 staff, up to 2 crews per day, and sampling up to 4 days per week. Crews will survey a portion of habitat units using paired snorkel and electrofishing/seine sampling. The Contractor will collect and analyze the data to produce fall juvenile steelhead abundance estimates each year in each sub-basin.

Task 2.2: Juvenile Steelhead Migrant and Adult Steelhead Return Estimates

Each LCM (Mill Creek, Green Valley Creek, Dutch Bill Creek, and Willow Creek) has a year-round PIT antenna array that was purchased and is maintained and operated for Coho Salmon LCM through a separate monitoring effort. The primary source of PIT-tagged steelhead will be fish that are PIT-tagged during juvenile surveys in the four LCM sub-basins (Task 2.1). Fish Biologists will coordinate with the Coho Salmon LCM effort to extract PIT tag detections of steelhead at the antenna arrays. Each PIT antenna array is comprised of pairs of antennas such that detection efficiencies can be estimated for each array and applied to raw detections to generate estimates of juveniles leaving and adults returning. The Contractor will analyze the data and produce annual estimates of the number of steelhead juveniles leaving from and the number of adult steelhead returning to each sub-basin.

Task 2.3: Steelhead Spawner Surveys

Spawner surveys (redd counts) will be conducted each season from the onset of connected stream flow (typically November) through April or as long as connected stream flow allows access to adults. Surveys will be conducted in close coordination with existing Coho spawner surveys in each LCM sub-basin. During the November through February time period, data on steelhead redds will be collected during Coho LCM surveys through a pre-existing effort. Beginning March 1 through April 30 or if connected stream flow allows access to adults, steelhead spawner surveys in LCM sub-basins (Mill Creek, Green Valley Creek, Dutch Bill Creek, and Willow Creek) will be continued by the Contractor.

In March and April, the Contractor will attempt to survey all steelhead spawning reaches within each sub-basin pending landowner access approval. Survey reaches will be sampled every 10-14 days when environmental conditions are safe and appropriate for sampling. Survey methods and protocols will follow methods outlined in Adams et al. (2011). Multiple reaches

will be surveyed each day by crews of 2 staff, up to 3 crews per day, and surveys conducted up to 5 days per week. Redds will be marked, and the corresponding GPS location will be recorded. When live adult salmonids are encountered, species will be recorded, length will be approximated, and fish condition will be noted. When carcasses are encountered, species and GPS location will be recorded, the carcass will be examined for tags and marks, and intact carcasses will be measured (± 1 mm). When redd species classification is not possible from the presence of live fish constructing or guarding the redd, scientifically based classification methods will be used to estimate the redd species. Estimates of total redd abundance in each sub-basin will be made using the simple random estimator described in Adams et al. (2011) modified using methods in Ricker et al. (2014). The Contractor will analyze the data and produce annual estimates of the number of steelhead redds in each sub-basin.

ii. Objectives and Deliverables:

- Produce annual estimates of fall juvenile steelhead abundance, juvenile steelhead migrants, adult steelhead returns, and steelhead redds in each of the four LCM sub-basins (Mill Creek, Green Valley Creek, Dutch Bill Creek, and Willow Creek).

c) Task 3: Basinwide Spawning Ground Surveys and Snorkel Surveys in the Coho Sampling Stratum

- i. This task will consist of annual adult spawner surveys and juvenile snorkel surveys to generate annual estimates of Coho Salmon and steelhead redds in the Coho Salmon sample stratum and to evaluate the spatial structure of juvenile Coho Salmon in the Coho Salmon stratum of the Russian River watershed. The Contractor will survey a spatially balanced random sample of Coho Salmon reaches drawn from the current Russian River sample frame each year (pending landowner access approval). Adult and juvenile surveys will follow protocols outlined in Adams et al. (2011).

Task 3.1: Spawner Surveys

For spawning ground surveys, the Contractor will survey at least 30% of Coho Salmon reaches each season from the onset of connected stream flow (typically November) through April 30 or if connected stream flow allows access to adults. Survey reaches will be sampled every 10-14 days when environmental conditions are safe and appropriate for sampling. Multiple reaches will be surveyed each day by crews of 2, up to 4 crews per day, and surveys conducted up to 5 days per week. Redds will be marked, and the corresponding GPS location will be recorded. When live adult salmonids are encountered, species will be recorded, length will be approximated, and fish condition will be noted. When carcasses are encountered, species and GPS location will be recorded, the carcass will be examined for tags and marks, and intact carcasses will be measured (± 1 mm). When redd species classification is not possible from observations, scientifically based

classification methods will be used to estimate the redd species. Spawning ground surveys will estimate the number of redds by species in the reaches surveyed and expand that number to the entire Coho Salmon sample stratum to calculate an estimate of the number of Coho Salmon redds in the basin. Similarly, the Contractor will estimate the number of steelhead redds in those same reaches and expand that number to the entire Coho Salmon sample stratum to calculate an estimate of the number of steelhead redds in the Coho Salmon sample stratum. Because steelhead spawning may occur well after the end of the Coho spawning period, steelhead spawner surveys will be continued until April 30 or until streams become disconnected. Estimates of total Coho Salmon and steelhead redd abundance in the Coho Salmon sample stratum will be made using the simple random estimator described in Adams et al. (2011) modified using methods in Ricker et al. (2014).

Task 3.2: Juvenile Snorkel Surveys

For basinwide juvenile snorkel surveys, two independent snorkel passes will be conducted to count juvenile Coho Salmon and steelhead in at least 30% of reaches in the Coho sample stratum. Multiple reaches will be surveyed each day by crews of 2 staff, up to 4 crews per day, and surveying up to 4 days per week from mid-May through mid-August. On the first pass, juvenile salmonids will be counted in every other pool, and on the second pass, every other pool that was sampled in the first pass (or every fourth pool) will be snorkeled a second time in an identical manner. GPS coordinates will be taken at the downstream end of each pool snorkeled during the first pass. All observed salmonids will be identified to species and age class. Presence of non-salmonid species will be documented at the reach scale. Juvenile snorkel surveys will be based, in part, on the protocols in Garwood and Ricker (2014). As further guidance on juvenile snorkel methodologies become available from the Technical Advisory Committee, new practices and protocols may be incorporated into the summer snorkel surveys.

Snorkel data will be used to generate maps of juvenile Coho Salmon densities and to develop basinwide occupancy estimates (proportion of area occupied) of juvenile Coho Salmon. A multiscale occupancy model will be used to estimate the probability of juvenile Coho occupancy at the reach scale (ψ) and conditional occupancy at the pool scale (θ), given presence in the reach (Nichols et al. 2008; Garwood and Larson 2014). The proportion of area occupied (PAO) for the sample frame will be estimated as the product of the reach and pool scale occupancy parameter estimates ($\psi * \theta$).

ii. Objectives and Deliverables:

- Produce annual estimates of Coho salmon and steelheads in the Coho salmon stratum of the Russian River CMP sample frame
- Produce estimates of juvenile Coho salmon and steelhead occupancy in the Coho salmon stratum of the Russian River CMP sample frame.

References

Adams, P.B., L.B. Boydstun, S.P. Gallagher, M.K. Lacy, T. McDonald, and K.E. Shaffer. 2011. California coastal salmonid population monitoring: strategy, design, and methods. Fish Bulletin 180. California Department of Fish and Game. 82 pp.

Dolloff, C. A., D. G. Hankin and G. H. Reeves. 1993. Basinwide estimation of habitat and fish populations in streams. USDA Forest Service: General Technical Report SE-083.

Garwood, J., and S. Ricker. 2014. 2014 Juvenile coho spatial structure monitoring protocol: Summer survey methods. California Department of Fish and Wildlife, Arcata, CA.

Garwood, J. M., and M. D. Larson. 2014. Reconnaissance of salmonid redd abundance and juvenile spatial structure in the Smith River with emphasis on coho salmon (*Oncorhynchus kisutch*). California Department of Fish and Wildlife, Arcata, California.

Nichols, J. D., L. Bailey, L., A. F. O'Connell Jr., N. W. Talancy, E. H. Campbell Grant, A. T. Gilbert, E. M. Annand, T. P. Husband, and J. E. Hines. 2008. Multi-scale occupancy estimation and modelling using multiple detection methods. Journal of Applied Ecology 45:1321-1329.

Ricker, S., K. Lindke, and C. Anderson. 2014. Results of Regional Spawning Ground Surveys and Estimates of Total Salmonid Redd Construction in the Redwood Creek, Humboldt County California.

Sonoma County Water Agency and California Sea Grant. 2014. Implementation of the California Coastal Salmonid Monitoring Plan in the Russian River. Santa Rosa, CA. 19 pp.

C. Schedule of Completion Dates

Activity	Anticipated Due Date*
Task 1. Monitoring Coordination, Planning, and Reporting <i>Deliverables: Annual monitoring reports and tabular and spatial data.</i>	June 30, 2026 June 30, 2027 June 30, 2028**
Task 2. Life Cycle Monitoring for Steelhead <i>Deliverables: Annual estimates of fall juvenile steelhead abundance, juvenile steelhead migrants, adult steelhead returns, and steelhead redds in each LCM sub-basin.</i>	June 30, 2026 June 30, 2027 June 30, 2028**

Activity	Anticipated Due Date*
Task 3. Basinwide Spawning and Snorkel Surveys <i>Annual basinwide estimates of Coho Salmon and steelhead redds. Annual basinwide estimates of juvenile Coho Salmon and steelhead occupancy.</i>	June 30, 2026 June 30, 2027 June 30, 2028**
*Changes to due dates must be agreed upon in writing by the Contractor and CDFW Contract Manager. Due dates must fall within the term of the contract.	
**Due to the monitoring period, a summary of monitoring activities and/or draft preliminary data are acceptable.	

1. Contractor Minimum Qualifications/Requirements

The Contractor must have 3 years of experience implementing basinwide spawning ground surveys and salmonid life cycle monitoring in the Russian River watershed following the methods described in Adams et al. 2011 for the Northern monitoring area. The Contractor must provide a resume and two professional references to help determine knowledge base and length of experience.

The Contractor and subcontractor must comply with the California Vehicle Code, California Highway Patrol (CHP), Title 13, California Code of Regulations; the California Fire Marshal regulations, Title 19, California Code of Regulations; and United States Department of Transportation regulations (49 CFR). The Contractor and subcontractor must comply with the California Health and Safety Code and Title 22, California Code of Regulations administered by the California Department of Toxic Substance Control and any other laws and regulations affecting the work under this contract.

2. Insurance Requirements

The Contractor will be required to maintain the following insurance coverage throughout the duration of this agreement and must supply proof of coverage upon request by CDFW. Insurance must be in accordance with the Exhibit D CDFW Additional Provisions.

- A. Commercial General Liability (limits not less than \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate)
- B. Automobile Liability (limits not less than \$1,000,000 combined single limit per accident)
- C. Professional Liability (limits not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate)

- D. Workers Compensation and Employers Liability (limits of \$1,000,000 are required. The waiver of subrogation endorsement must also be provided).

The above policies must each 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”.

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. The Contractor will be paid **quarterly** in arrears, upon submission of an invoice, which properly details all charges, expenses, direct and indirect costs. Invoices must be submitted to:

Contract Manager:	Audrey Dean
CDFW Region / Division:	Fisheries Branch
Email:	Audrey.Dean@wildlife.ca.gov

- C. The invoice will be forwarded to the California Department of Fish and Wildlife (CDFW) Accounting Claims Section by the CDFW Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented, and accurately addressed invoice. All invoices must be approved by the Contract Manager.
- D. The invoice must contain the following information:
1. The word "Invoice" 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 CDFW Region/Division being billed (see section 1.B. above)
 5. The date of the invoice and the time period covered
 6. The agreement number upon which the claim is based
 7. An itemized account of the services for which the CDFW 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
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.
 - d. 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 must include all costs incurred by the Contractor under the terms of this agreement; and

- e. The original or verified electronic signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).
8. 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 will be made in the payment of these invoices.

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 will be of no further force and effect. In this event, the State will have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor will not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State will 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. ADVANCE PAYMENTS, ASSEMBLY BILL 590

- A. Advanced payments (not exceeding 25% of contract amount) may be authorized by the State to community based private nonprofit agencies that satisfy the minimum requirements outlined in [Government Code 11019.3 \(c\)\(2\)\(A\)\(i-viii\)](#).
- B. The private nonprofit agency must demonstrate status in good standing under Section 501(c)(3) of the Internal Revenue Code, provide supporting documentation, and receive approval from the CDFW Contract Manager.
- C. Advanced payment funds must be deposited into a federally insured account in the Contractor's name that provides the ability to track interest earned and withdrawals.

Any accumulated interest will be deemed to be contract money and subject to federal and state laws and regulations.

- D. The Contractor must provide progress reports on the expenditure of advanced funds (no less than quarterly) that include a summary of the work to be completed, proof of expenditure, and other associated information determined by the CDFW Contract Manager.
- E. Funding provided as advance payment but not expended within the contract period must be returned to CDFW.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. TIMELY SUBMISSION OF FINAL INVOICE

A final undisputed invoice must be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of CDFW under this Agreement have ceased and that no further payments are due or outstanding.

6. BUDGET FLEXIBILITY CLAUSE

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to a cumulative maximum of \$25,000 or 10% of the annual Agreement total, whichever is less, may be made over the life of the Agreement. There must be a substantial business justification for any shifts made.
- B. Line item shifts may be proposed / requested by either CDFW or the Contractor in writing and must not increase or decrease the total Agreement amount allocated.
- C. If the Agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. LINE ITEM BUDGET

The Contractor will provide to CDFW salmonid population monitoring in accordance with the specifications, terms, and conditions contained herein, at the unit rates noted below. Rates include all Contractor costs including but not limited to labor, shipping, transportation, taxes, travel, parking and all other expenses necessary under the performance of this contract.

The Contractor will be reimbursed for actual services rendered as requested and approved by the CDFW Contract Manager. The Contractor will be reimbursed at the unit rates

identified below to a total cost that must not exceed Two Million, Two Hundred and Fifty-Nine Thousand Dollars and Zero Cents (\$2,259,000.00).

ITEM

1) PERSONAL SERVICES

Position Title	Regular Hourly Rate Range	Hours	Staff plus benefits (for term of agreement)
Principal Environmental Specialist (PES)	\$68.00 - \$90.00	240	\$32,640.00
Senior Environmental Specialist (Data Manager)	\$54.00 - \$72.00	1,092	\$140,919.00
Environmental Specialist II (Project Manager)	\$49.00 - \$66.00	4,293	\$506,517.00
Resource Program Technician II (Fish Biologist - Field lead)	\$41.00 - \$54.00	3,715	\$320,696.00
Resource Program Technician I - Extra Help (Fish Technician)	\$34.00 - \$45.00	12,348	\$592,720.00
Administrative Services Officer II (ASO II)	\$59.00 - \$78.00	12	\$1,496.00
Administrative Services Officer I (ASO I)	\$52.00 - \$69.00	15	\$1,655.00
Senior Grants Specialist (Sr. Grant Spec)	\$55.00 - \$73.00	52	\$6,378.00
Grants Specialist (Grants Spec)	\$51.00 - \$67.00	47	\$5,449.00
Accountant II (Acct II)	\$43.00 - \$58.00	186	\$17,469.00
Technical Writing Manager (TchWriteMgr)	\$65.00 - \$87.00	1	\$139.00
Senior Technical Writer (Sr. TchWriteSpc)	\$55.00 - \$73.00	2	\$248.00
Technical Writer (TchWriteSpc)	\$51.00 - \$67.00	50	\$5,850.00

Total Personal Services \$1,632,176.00

2) OPERATING EXPENSE(S) & EQUIPMENT (OE&E)

General Expense and Supplies	\$66,500.00
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*The Contractor may bill expenses for waders, boots, rain gear, sunglasses, dry suits, wet suits, snorkels, masks and neoprene accessories, flashlights, flagging, dry bags, cameras, handheld data collectors and accessories (e.g. cases, lenses, straps, labels), safety gear and first aid supplies, batteries, GPS and field data collection devices (e.g. field computers or tablets), vehicle lease, vehicle insurance, vehicle maintenance and supplies, fuel, travel**, training, fish tagging supplies, spawner survey supplies (e.g., thermometers, compasses, scales, knives, scissors), equipment and gear maintenance.

Overhead or Indirect Cost	\$281,876.00
Subcontractor	\$278,448.00

Total
OE&E \$626,824.00

Total Amount of Agreement (Personal Services + OE&E) not to exceed \$2,259,00.00

*Not to exceed State reimbursement rates for travel, lodging, per diem, and mileage as outlined in Exhibit I.

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 or 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.

- 25. GENAI TECHNOLOGY USE & REPORTING** ~ During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

FEDERAL PROVISIONS

1. **UTILIZATION OF SMALL, MINORITY, AND WOMEN'S BUSINESSES:** The Contractor agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority, and women-owned businesses
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification
 - f. If the Grantee awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall 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 shall be contained in a separate section of the document or written report.
3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Contractor understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Contractor warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in the Agreement.
4. **COPYRIGHTS:** The Contractor agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Contractor purchases, in whole or in part, with funds provided by this Agreement.

5. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Contractor and all subcontractors will maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing the grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

6. APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Contract Costs Principles and Procedures (48 CFR Part 31):

- a. 2 CFR Part 200 Subparts E and F – Cost Principles and Audit Requirements;
- b. 48 CFR Part 31 Subpart 31.7 – Contracts with Nonprofit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Contractor or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

7. CONTINGENT FUNDING: It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The California Department of Fish and Wildlife (CDFW) has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

8. **ENVIRONMENTAL QUALITY:** The Contractor and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15

The Contractor shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

9. **RECYCLED PAPER:** The Contractor agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
10. **SINGLE AUDIT ACT:** To the extent applicable, the Contractor shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
11. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Contractor is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.
12. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Contractor, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Contractor shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of the agreement. If not exempt, the Contractor will create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at www.sam.gov. A Data Universal Numbering System (DUNS) number is required for the SAM registration and must be included on the FFATA Certification form unless exempted per the certification. Contractor agrees to update its SAM registration and notify the State if there is a material change to its SAM data, or its exemption status changes.
13. **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 or 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

14. BUILD AMERICA, BUY AMERICA ACT:

The Build America, Buy America (BABA) Act, enacted as part of the Bipartisan Infrastructure Law (BIL) on November 15, 2021, requires that all federally funded infrastructure projects awarded after May 14, 2022, use domestic sources of iron, steel, manufactured products, and construction materials produced in the United States. Infrastructure consists of public infrastructure projects and includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property. Infrastructure also consists of structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.

Pursuant to Section 70914(c) of the BABA Act, CDFW may waive the Buy America preference where CDFW finds that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.

Exhibit I – Travel Reimbursement Information

The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.

1. The Contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement details may include, but are not limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 - a) Contractors are to work with the California Department of Fish and Wildlife (CDFW) Contract Manager to obtain specific invoicing procedures.
2. Reimbursement for travel and/or per diem must be at the rates established for nonrepresented/excluded state employees.
 - a) Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by CDFW upon receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
3. Short Term Travel is defined as a period longer than 12 hours and shorter than 31 consecutive days, which is at least 50 miles from the main office, headquarters, or primary residence.
 - a) Starting time is whenever a contract or subcontract employee leaves their home or headquarters.
 - b) "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments.
 - c) Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval must be followed up in writing or email.
 - d) No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
4. Contract employees on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of the maximum Meal and Incidental Expenses rate for the first and last days of travel. Consult the *Per Diem Reimbursement Guide* below to determine the maximum reimbursement rates.
5. In computing maximum reimbursement rates for continuous periods of travel less than 24 hours, consult the *Per Diem Reimbursement Guide* below.

6. Receipts must be submitted for every item of expense of \$25 or more except for meal and incidental expenses.
- When receipts are not required to be submitted with a travel expense claim, it is the Contractor or Subcontractor's responsibility to maintain receipts and records of their actual expenses. Receipts must be made available for audit upon request by CDFW, state control agencies, and/or the Internal Revenue Service (IRS).
 - Receipts are required for every item of transportation and business expense incurred as a result of conducting state business.
 - All lodging reimbursement claims must be supported by a receipt*. If a Contractor does not or cannot present receipts, lodging expenses will not be reimbursed.
 - The following actual expenses are an exception to the receipt policy:
 - Railroad and bus fares of less than \$25 when travel is wholly within California.
 - Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation noted in receipt policy.
 - Telephone, fax, or other necessary state business costs of \$5 or less.
 - The absence of a receipt shall result in the reduction of the amount claimed to the non-receipted amounts above.

7. **Per Diem Reimbursement Guide**

When travel status is:		Maximum reimbursement for actual expenses is:
More than 12 but less than 24 hours		Up to 75% of the applicable meal and incidental expense standard rate for each calendar day in a travel status.
24 hours or more, on	The day of departure	Up to 75% of the applicable meal and incidental expense standard rate.
	Full days of travel	Up to 100% of the applicable meal and incidental expense standard rate.
	The last day of travel	Up to 75% of the applicable meal and incidental expense standard rate.
Travel less than 12 hours		Not eligible for meal and incidental expense reimbursement.

8. Meal and Incidental Expenses:

A Contractor may claim actual expenses incurred up to the following maximum reimbursement rates for each full 24-hour* period of travel.

Meal / Expense Reimbursement	Up to \$68.00 total per day
Breakfast	\$16.00
Lunch	\$19.00
Dinner	\$28.00
Incidental expenses	\$5.00

**On first and last day of travel, a Contractor may claim up to 75% of rate for meals and incidental expenses (up to \$51.00 total per day)*

- a) Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified above. Receipts for meals must be maintained by the Contractor or Subcontractor as substantiation that the amount claimed was not in excess of the amount of the actual expense. CDFW may request receipts at any time.
- b) The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expense or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.
- c) No meal expense may be claimed for reimbursement more than once in any given 24-hour period.

9. Lodging:

A Contractor may claim actual expenses for lodging up to the maximum per-night reimbursement rates listed below. Contractors must only use commercial lodging establishments such as hotels, motels, bed and breakfast inns, public campgrounds, or short-term rentals (such as Airbnb) that cater to the general public.

- a) Reimbursement for lodging expenses that exceed the specified limits may be permitted with prior approval from the CDFW Deputy Director or their designee, and/or CalHR. To obtain approval, an STD 255C Excess Lodging Rate Request/Approval form must be completed and submitted to the CDFW Contract Manager at least 10 days before travel. Receipts are required.
- b) Out-of-state travel may only be reimbursed if such travel is necessitated by the scope of work and has been approved in advance by the CDFW Deputy Director. For out-of-state travel, Contractors or Subcontractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and incidentals computed at the rates listed below. For all out-of-state travel, Contractors and Subcontractors must have prior CDFW written approval.

California Department of Fish and Wildlife
Exhibit I – Travel Reimbursement Information
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County	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	June 2025	Jul 2025	Aug 2025	Sept 2025
Standard Rate for all locations without specified rates	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110
Alameda	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145	\$145
City of Santa Monica	\$273	\$273	\$273	\$273	\$273	\$273	\$273	\$273	\$273	\$273	\$273	\$273
Contra Costa	\$147	\$147	\$147	\$147	\$147	\$147	\$147	\$147	\$147	\$147	\$147	\$147
El Dorado	\$141	\$141	\$247	\$247	\$247	\$247	\$143	\$143	\$171	\$171	\$171	\$141
Fresno	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129
Humboldt	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$172	\$172	\$172	\$125
Inyo/NAWS China Lake	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142
Kern	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132
Los Angeles/ Orange/Ventura/ Edwards AFB <i>excluding the city of Santa Monica</i>	\$191	\$191	\$191	\$191	\$191	\$191	\$191	\$191	\$191	\$191	\$191	\$191
Madera	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135	\$135
Marin	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$153	\$175	\$175	\$175	\$175
Mariposa	\$181	\$181	\$181	\$203	\$203	\$203	\$203	\$181	\$181	\$181	\$181	\$181
Mendocino	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129
Mono	\$139	\$139	\$195	\$195	\$195	\$195	\$139	\$139	\$139	\$139	\$139	\$139
Monterey	\$191	\$191	\$191	\$191	\$199	\$199	\$199	\$199	\$199	\$279	\$279	\$191
Napa	\$246	\$246	\$172	\$172	\$246	\$246	\$246	\$246	\$246	\$246	\$246	\$246
Nevada	\$142	\$142	\$169	\$169	\$169	\$146	\$146	\$146	\$173	\$173	\$173	\$142
Placer	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131
Riverside	\$186	\$186	\$186	\$186	\$186	\$186	\$186	\$141	\$141	\$141	\$141	\$141
Sacramento	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
San Bernardino	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124	\$124
San Diego	\$199	\$199	\$199	\$199	\$199	\$199	\$199	\$199	\$237	\$237	\$199	\$199
San Francisco	\$272	\$272	\$272	\$259	\$259	\$259	\$259	\$259	\$259	\$259	\$259	\$272
San Joaquin	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132	\$132
San Luis Obispo	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$163	\$203	\$203	\$163	\$163
San Mateo	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183
Santa Barbara	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$205	\$262	\$262	\$205
Santa Clara	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192	\$192
Santa Cruz	\$139	\$139	\$139	\$139	\$139	\$139	\$139	\$139	\$176	\$176	\$176	\$139
Sonoma	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157	\$157
Tulare	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131
Yolo	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142	\$142

10. **Transportation:**

- a) For transportation expenses, the Contractor must retain receipts for parking, taxi, airline, bus, or rail tickets; rental car; or any other travel receipts pertaining to each trip for attachment to an invoice or as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares, private car mileage, parking fees, bridge tolls, taxi, bus, or streetcar fares, and auto rental fees when substantiated by a receipt.
- b) Automobile Mileage Rate: If a Contractor uses their own or a company car for transportation, the rate of reimbursement will be **\$0.67** maximum per mile. Gasoline and routine automobile repair expenses are not reimbursable.

Mileage reimbursement covers:

- i. Gasoline
 - ii. The cost of maintenance (oil, lube, routine maintenance)
 - iii. Insurance (liability, damage, comprehensive, and collision coverage)
 - iv. Licensing and registration
 - v. Depreciation and all other costs associated with operation of the vehicle
- c) If a Contractor uses their own or a company car “in lieu of” airfare, the air coach fare will be the maximum paid by the State. The Contractor must provide a cost comparison upon request by the State.
- d) Private Aircraft Mileage Reimbursement Rate: The reimbursement for an employee’s use of a privately owned aircraft on state business must be at the Federal General Services Administration (GSA) Privately Owned Mileage Reimbursement Rate, which is currently **\$1.76** per statute mile.

11. **Changes to Travel Rates:**

- a) If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDFW will inform the Contractor, in writing, of the revised travel reimbursement rate and the applicable effective date of any rate change.
- b) At the CDFW’s discretion, changes or revisions made by CDFW to this exhibit, excluding travel reimbursement policies established by CalHR, may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDFW policy. Changes to travel reimbursement rates specified in this exhibit cannot take effect before the date they are approved by CalHR.