

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

P2691002

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTOR NAME

To be Determined (TBD)

2. The term of this Agreement is:

START DATE

July 15, 2026, or Upon California Department of Fish and Wildlife Approval Date, whichever is later

THROUGH END DATE

July 14, 2030

3. The maximum amount of this Agreement is:

\$5,000,000.00 | Five Million Dollars and Zero Cents

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	6
Exhibit A, Attachment I	Proposal	TBD
Exhibit A, Attachment II	Boundaries Table	3
+ Exhibit A, Attachment III -	CDFW Region Maps	7
+ Exhibit A, Attachment IV -	CDFW Guidelines, Standards, and Requirements for Boundary Surveys, Legal Descriptions, and Mapping	2
+ Exhibit B -	Budget Detail and Payment Provisions	3
+ Exhibit B, Attachment I -	Cost Sheet	TBD
+ Exhibit C * -	General Terms and Conditions (GTC 02/2025)	*
+ Exhibit D -	Additional Provisions	10
+ Exhibit I -	Travel Reimbursement Information	5

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>

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*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.)

TBD

CONTRACTOR BUSINESS ADDRESS

TBD

CITY

TBD

STATE

TBD

ZIP

TBD

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

TBD

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Fish and Wildlife

CONTRACTING AGENCY ADDRESS

P.O. Box 944209

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Amy Mowrer

TITLE

Branch Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Volume 1, Chapter 11

1. Introduction of Services

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

2. Location of Services

The services will be performed at the Contractor's business location and statewide on the CDFW properties listed in Exhibit A Attachment II (or equivalent replacement sites, as agreed upon between CDFW and the Contractor).

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: Daniel Schwartz Phone: 916-533-3015 Email: daniel.schwartz@wildlife.ca.gov Address: 1010 Riverside Pkwy West Sacramento, CA 95605	Project Director Name: TBD Phone: TBD Email: TBD Address: TBD
Direct all inquiries to: CDFW – Office of Cannabis Name: Morgan Giles Address: PO Box 944209 Sacramento, CA 94244-2090 Phone: 916-279-1547 Email: morgan.giles@wildlife.ca.gov	Direct all inquiries to: Name: TBD Address: TBD Phone: TBD Email: TBD

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

CDFW is responsible for managing and stewarding a variety of lands and easement rights throughout California. With over 749 properties, the Office of Cannabis and the Cannabis Lands Team, in partnership with the regional and headquarters lands programs, has identified continued statewide need for boundary surveys to improve land stewardship and enforcement efforts which are impacted by a variety of illegal activities. Determining accurate boundaries allows the CDFW Regions to better manage these properties to deter encroachments and other illegal activities. Additionally, land surveyed and marked boundaries are necessary for fencing sites, which then allows for grazing – an important vegetation management activity. See Exhibit A Attachment III for a map of the State of California with CDFW Regions and project locations by region. See Exhibit A Attachment II for a table of properties, being a combination of full property and partial property survey needs, that are currently identified for contract boundary survey needs.

The Office of Cannabis also has a Grants Program with a variety of real estate and other conservation rights needs. These acquisitions may require land surveying support for boundary and easement location determination.

CDFW is requesting land surveying services for the identified priority properties and easements, or similar replacement project sites that may result from changing priorities or conditions in the CDFW Regions. Replacement sites will need to be approved by the CDFW Contract Manager and agreed to by the Contractor. These services will include support for the Office of Cannabis' Grants Program related boundary needs. The scope of services, that may include reviewing land surveying products or boundary surveys, will be discussed with the Contractor as these services are requested. The properties are located throughout the state, with many in remote areas, and CDFW requires boundary land surveying services to improve stewardship of these locations.

B. Work to be Performed

1. The Contractor will provide the following services:
 - a) The Contractor will provide land surveying services statewide associated with the boundaries of various fee title, easement rights, and leases. CDFW will provide Policy of Title and vesting deeds (from the acquisition of each property or easement) to the Contractor to facilitate project execution.
 - b) The Contractor, at the direction of CDFW, will provide qualified

personnel for the following professional land surveying services:

- Land Boundary Surveys:
 - I. Project Research.
 - II. Order Preliminary Title Reports with hyperlinked reference documents.
 - III. Field reconnaissance and control recovery.
 - IV. Boundary analysis.
 - V. Boundary monumentation and property line staking as directed.
 - VI. Preparation of Record of Land Survey or Corner Record as necessary.
 - Legal description and description of exhibit preparation
 - Land title review and due diligence desktop surveys to create encumbrance mapping and other maps to help resolve CDFW and record document discrepancies for fee, easement, and leased rights.
 - Land rights research including exhibit map and report preparation.
 - Review of land surveying products submitted by others to CDFW.
 - Right-of-way surveys.
 - Public Land Survey System surveys.
 - Field survey staking, particularly with setting property corners and staking property lines.
 - The method for staking property lines will be by painted (alternating red and white) t-posts set every 500 feet, or intervisible.
 - Geographic Information System (GIS) for land records and data development including attribute, database, and parcel layer development.
- c) All surveys will follow CDFW Land Surveying Guidelines, Standards and Requirements as shown in Exhibit A Attachment IV.
- d) At the Contractor's expense, contract for, or employing of, Subcontractors or personnel to the extent deemed necessary to complete contract assignments. CDFW reserves the right to reject the use of any subcontractor.
- e) Consult, as necessary, with employees, CDFW Regions, and/or designated representatives of CDFW regarding all phases of work.
- f) Participate in kick-off and other meetings to determine the scope of each requested task or project site to evaluate and estimate the cost and timeframe. This estimate will be submitted to CDFW for review, comment, and to work out a schedule for the contract work based on

priority.

- g)** Abide by all laws, regulations, and ordinances including, but not limited to, those imposed by funding sources, such as auditing requirements and payroll affidavits.
- h)** Provide quality control procedures for product delivery.
- i)** Develop a project tracking system, at the Contractor's discretion but something similar to a Microsoft Excel Spreadsheet, to be shared with CDFW, via a method at the Contractor's discretion but something similar to email or Microsoft OneDrive, and monthly reporting of projects status.
- j)** Detail, clarification, and direction regarding services to be performed and site conditions and concerns, pursuant to this statement of work, will be negotiated upon contract execution.

C. Deliverables

Deliverables as determined by individual project needs and defined by Task Order may include any or all of the following:

1. Computer Aided Drafting drawing file, in AutoCAD Civil 3D format.
2. ESRI Geographic Information Systems (GIS) deliverables.
3. Field land survey notes and pictures.
4. Any additional title reports, with referenced documents, and/or other documents (including record deeds) acquired with research.
5. Recorded, and unrecorded, land surveys and maps used for boundary determination.
6. Sealed and signed:
 - a. Maps and exhibits.
 - b. Legal descriptions.
 - c. Geodetic, control, and other reports and closures.
7. For review work of other Licensed Land Surveyors' work, a submittal package with mark-ups on all land surveying products and an itemized report of comments, stamped and signed, will be provided.

The Contractor will provide the deliverables in electronic formats, as requested by CDFW. Exact dates, times, and locations are to be mutually agreed upon by CDFW and the Contractor.

D. Schedule of Completion Dates

Contract work will begin upon full execution of the agreement by CDFW and the California Department of General Services through July 14, 2030. The work will be performed in accordance with the following approach. This schedule is based upon time relative to notice to proceed:

Activity

- The Contractor will begin with CDFW Region priorities as provided in Exhibit A-II.
- CDFW will provide relevant Department records at the start of each project priority.
- The Contractor will review and schedule kick-off meetings for each site for details on scope, region coordination, habitat and wildlife concerns and requirements, and other site-specific issues within two weeks of receiving Department records.
- With scope set, the Contractor will research and evaluate project site details to estimate cost and schedule for each site within two weeks.
- CDFW will review and comment (or approve) the proposal within one week.
- Authorization to proceed will establish timeframes for start dates, milestones, and delivery estimates for each task per the approved proposals.

*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.

6. Contractor Minimum Qualifications/Requirements

- a) The Contractor must document sufficient Licensed Land Surveyors, with demonstrated boundary and Public Lands Survey System experience, to prove its ability to manage the scope of this contract. The Contractor must provide a resume for each contract participant in responsible charge. Hereby attached as Exhibit A, Attachment I – Proposal.
- b) The Contractor must have places of business throughout California, or demonstrated ability to reasonably address statewide project sites, with sufficient field and office manpower and equipment to perform requested boundary surveys and other land survey services statewide.
- c) The Contractor must identify an office and manager for coordinating the other offices and staff for consistent delivery and product.
- d) The Contractor must be able to coordinate all tasks (some simultaneously) through a central location and management staff to assure a consistent delivery product.
- e) The Contractor must have and demonstrate a Quality Control Process and Procedure for appropriate internal quality assurances.

- f) The Contractor must provide examples of relevant previous, larger scale and coordinated, projects. Examples of agency experience should be noted.
- g) The Contractor must demonstrate experience with ESRI Geographic Information Systems (GIS).
- h) The Contractor must demonstrate experience with Autodesk Civil3D.
- i) The Contractor must submit a schedule of hourly rates and associated costs.

7. 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”.

OFFICE OF CANNABIS
EXHIBIT A, Attachment II
SURVEYING SERVICES CONTRACT
3/13/2026

Region	Property Name	Priority	Issues and Justification for survey need:	Section or whole? If section, fill in lat./long. Info
1	McClellan Mountain Peatland - Burke/Robey Fen	1	Need it posted since we arrested the neighbor twice and that is MJ country - Cannabis	West and south boundary, perhaps whole
1	Horseshoe Ranch WA	2	Boundary survey for fencing along south and west property lines.	South and west boundaries
1	Elk Creek Wetlands	3	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	Whole
1	Table Bluff ER	4	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	Whole
1	Little Butte ER	5	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	Whole
1	Little Red Mountain ER	6	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	Whole
1	Mattole River ER	7	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	Whole
1	Thomes Creek Ecological Reserve	8	Western Boundary unclear. We would like to fence along the boundary to keep neighboring livestock off property and to prevent trespass.	Western boundary
1	Fay Slough WA	9	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	TBD
1	Mad River Slough WA	10	Added by R1 Coastal Lands Manager. Boundaries unclear. Significant potential for boundary disputes with neighbors and trespass issues.	TBD
1	Tehama Wildlife Area	11	Need boundaries surveyed on inholding parcel. We hold a CE on the parcel, but we need to get boundaries surveyed so we can construct fences to keep cows from moving onto Easement property	
2	Spenceville WA	1	There is a 40 acre parcel adjacent to our property that we need to fence on two sides, and we have a 40 acre parcel of our property that we need to fence on one side.	Section of boundary
2	Upper Cosumnes River	2	Need a clear idea of the western boundary to install a gate along the road to prevent trespass, illegal mining and mitigate fire risk.	Section (38.558006, -120.830189)
2	Sheep Ranch	3	Need several borders along the western edge of the property surveyed to determine public access options. Formal Request Submitted	Section (38.236177, -120.430199)
2	Daugherty Hill Wildlife Area - Yuba Narrows Unit	4	The south east boundary that parallels Mooney Flat Road is unclear. We need to improve existing fencing and need a boundary sign to ensure we are placing the fence correctly.	(39.211496, -121.277119)
3	Bonny Doon ER	1	Boundary survey for fencing needs.	Lavender property, E fence north of Lavender, W fence north of fire station, parking lot, Little Moon Rocks
3	Santa Rosa Plains ER	2	Boundary survey for fencing needs. Wikiup and Woodbridge Units.	Wikiup - Portions of E and S boundaries. Woodbridge - Area around entrance gates and portions of N boundary.
3	Napa Sonoma Marshes WA	3	Determine boundary at southern end of the Green Island Unit	Determine boundary at southern end of the Green Island Unit
3	Petaluma Marsh WA	4	Determine northern boundary of Burdell Unit with Sonoma-Marin Area Rail Transit.	Northern boundary of the Burdell Unit. Some work done by CDFW Surveyor, but needs to be completed.
3	Hill Slough WA	5	Boundary survey for fencing needs.	Portions of Areas 8 and 9
3	Grizzly Island WA	6	Boundary survey for fencing needs. Joice Island and Goodyear Slough.	GY Slough - both sides of Lake Herman Road for about 400' on each side. Joice Island - Boundary along GI Road
3	Knoxville WA	7	Determine southern boundary with Gamble	Finish boundary work started by others
3	Yolo Bypass Wildlife Area	8	The southern end with the duck clubs (listed on this excel line to the right of this cell, there are numerous trespasses along the southern boundary. CDFW GIS layers show our property on the wrong side of a ditch in the south east corner), the western boundary west of umbrella barn (APN: 033170271, Starting GPS: 38°25'49.55"N, 121°41'14.51"W, Ending GPS: 38°26'37.27"N, 121°40'31.31"W) , western boundary by putah creek (APNs: 033120021, 033140631, 033140571, 033140451, Start GPS: 38°31'0.80"N, 121°37'52.76"W, Ending GPS: 38°29'39.29"N, 121°37'15.16"W, this area had a cannabis grow nearby and the neighbor to the west has had issues with illegal grows in the past.) and the northern boundary of the property above the freeway (APN: 033 300 05, 033 560 01, Start GPS: 38°34'29.48"N, 121°37'45.12"W, Ending GPS: 38°34'27.28"N, 121°36'18.75"W). Those areas are unknown boundaries.	Sections listed in the notes, Southern boundary areas listed to the right
3	San Antonio Valley ER	9	Stake eastern boundary with Neal	Determine eastern boundary with Neal; East 1/2 of Section 9, Township 7 South, Range 5 East, Mount Diablo Meridian

OFFICE OF CANNABIS
EXHIBIT A, Attachment II
SURVEYING SERVICES CONTRACT
3/13/2026

3	Eden Landing ER	10	Determine boundary with Alameda County Flood Control District	Determine boundary with Alameda County Flood Control District.
4	Morro Dunes	1	Survey was completed but still needs T posts	Whole property boundaries
4	Semitropic ER	2	Several encroachments including veg removal, roads, and illicit cannabis on neighboring private property, fire, and dumping	Whole property boundaries: 059-80-12-00-7, 059-110-10-00-9, 059-110-34-00-9, 059-090-07-00-6. Sections of the remainders to make perimeter fencing as possible.
4	Semitropic ER	3	Neighbor is extending a storage yard onto CDFW property	Entire western boundary. 35.659510, -119.663068
4	Lokern ER	4	Illegal vegetation clearing, roads, and potential encroachment from neighbors	Whole: 099-280-08-00-6, 099-280-29-7, 099-280-03-00-1. Sections of the remainders to make perimeter fencing as possible.
4	Allensworth ER	5	Several encroachments including veg removal, roads, and illicit cannabis on neighboring private property	Whole property boundaries
4	North Grasslands WA	6	Illegal Cannabis on State land. Also potential squatters. There is no boundary fencing or signage so LE cannot enforce this area.	Section. from River's edge to River's edge on the East side.
4	Chorro Creek ER	7	Illegal vegetation clearing and grazing	North and Northwest boundaries. 35.358294, -120.779401 to 35.361019, -120.770959
4	Big Sandy WA	8	Lack of boundaries and issues with Camp Roberts accessing property. Questionable road location.	Whole
5	Upper Newport Bay ER	1	Need entire boundary due to current litigation, persistent encroachment, some recent landslides, and perimeter trespass.	Whole
5	Buena Vista Creek ER	2	Need project completion from prior Psomas contract. Refer to Project status notes.	Sections; West, South and small sections on North sides.
5	Buena Vista Lagoon ER	3	Need project completion from prior Psomas contract. Refer to Project status notes.	Whole
5	Cienga Springs ER	4	Need project completion from prior contract. Refer to Project Status notes. Perimeter fencing project planned after boundary survey.	Sections
5	Hollenbeck Canyon WA	5	Need project completion from prior contract. Refer to Project Status notes.	Sections
5	Sycuan Peak ER	6	Need project completion from Psomas contract. Refer to Project Status notes.	Sections
5	Trabuco Canyon, Undesignated	7	Need project completion from Psomas contract. Refer to Project Status notes.	Sections
5	Ballona Wetlands ER	8	Need entire boundary for fencing work, encroachment concerns, trespass and unauthorized use issues.	Whole
5	Coal Canyon ER	9	Limited boundary work at State Parks and USFS for gate replacement. Small western section with landslide. History of illegal grows in riparian areas-ephemeral flow.	Sections
5	Batiquitos ER	10	Need entire lagoon surveyed; check encroachment with HOA on north side. Planned fencing project along perimeter.	Whole
5	Burton Mesa ER	11	ER boundary abutting private and commercial properties needs to be identified for boundary marking to prevent encroachment; central boundary and southeast.	Sections
5	Blue Sky ER	12	Encroachment with private residence with solar panel and possible hoop house. Northwest and southwest corners. History of illegal cannabis grow	Sections
5	Pilgrim Creek ER	13	Recent acquisition of adjacent parcel; need to know current boundaries.	Whole
5	Agua Hedionda Lagoon ER	14	City of Carlsbad and HOA land mgmt issues. Considering fencing project for chain link replacement along perimeter.	Whole
5	Walker Canyon ER	15	Hunting allowed on CDFW, State Parks neighbor does not. Need eastern boundary for hunter educ.& avoid overspill of hunting activity into State Parks. Low public use.	Sections
5	Lake Hodges ER	16	Southeast corner there is a small property surrounded by private parcels. Possible encroachment. Ongoing encampment issues. Some markers are on property.	Whole
5	Canada de San Vicente ER	17	Eastern side from private land in north to Barona Speedway. Possible encroachment. Acquired additional property (ca. 2016), needs to be surveyed. Bonfills property.	Sections
5	Rancho Jamul ER	18	Interface with BLM, grazing leases, and private parcels.	Sections

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3/13/2026

5	Boden Canyon ER	19	Boundary dispute with neighbor to North. Road may have built on ecological reserve.	Section adjacent to private property.
5	San Diego River ER	20	Northern areas next to private development. Vegetation encroachment from apartment complex.	Sections
5	San Dieguito Lagoon ER	21	Share boundaries with San Diego County and Joint Powers Association (NGO).	Whole
5	San Elijo Lagoon ER	22	CDFW manages the property, SLC owns majority. Best to include SLC at kickoff meeting.	Whole
5	Peace Valley –DWR Mitigation-LA	23	Recent ER designation; need entire boundary.	Whole
5	San Luis Rey River ER	24	Small property surrounded by San Diego County parcels. Need boundary to facilitate herbicide treatment of shot hole borer (SHB).	Whole
5	Plaisted Creek ER	25	Need boundaries along Native American Reservation and private parcels. Possible encroachment. TBD-may be part of tribal lands return and taken off this survey list.	Whole
6	West Mojave ER	1	Need exact boundaries for posting CDFW signs and erecting boundary fences to prevent OHV impacts to Desert Tortoise and MGS habitat. Illegal cannabis cultivation on neighboring properties.	Approximately 70 parcels, will need to evaluate and prioritize specific parcels
6	Estelle Mountain ER	2	Would like to confirm boundary to post signs to prevent illegal use.	Whole
6	Magnesia Spring ER	3	This area is staggered with County and other land in between. Would like to have definite boundaries for signage purposes.	Whole
6	Carrizo Canyon ER	4	Tamarisk control - Do not want to spray herbicides on adjacent lands CDFW doesn't own.	Whole
6	Oasis Spring ER	5	Need exact boundaries for posting CDFW signage. Some signage is missing and would like to post around full perimeter.	Whole
6	Sky Valley ER	6	Need exact boundaries for posting CDFW signage. Some signage is missing and would like to post around full perimeter.	Whole

California Department of Fish and Wildlife Region Headquarters

**1 Northern Region****Main Office**

601 Locust Street
Redding, CA 96001
Information: (530) 225-2300
Email: AskRegion1@wildlife.ca.gov

Eureka Office

619 Second Street
Eureka, CA 95501
Information: (707) 445-6493

2 North Central Region**Main Office**

1701 Nimbus Road
Rancho Cordova, CA 95670
Information: (916) 358-2900
Email: R2Info@wildlife.ca.gov

3 Bay Delta Region**Main Office**

2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Information: (707) 428-2002
Email: AskBDR@wildlife.ca.gov

Stockton Office

2109 Arch Airport Road
Stockton, CA 95206
Information: (209) 234-3420

4 Central Region**Main Office**

1234 E. Shaw Avenue
Fresno, CA 93710
Information: (559) 243-4005 ext.151
Email: reg4sec@wildlife.ca.gov

5 South Coast Region**Main Office**

3883 Ruffin Road
San Diego, CA 92123
Information: (858) 467-4201
Email: AskR5@wildlife.ca.gov

6 Inland Deserts Region**Main Office**

3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
Information: (909) 484-0167
Email: AskRegion6@wildlife.ca.gov

Bermuda Dunes Office

78078 Country Club Drive, Suite 109
Bermuda Dunes, CA 92203
Information: (760) 200-9158

Bishop Office

787 North Main Street, Suite 220
Bishop, CA 93514
Information: (760) 872-1171

Blythe Office

17041 South Lovekin Blvd.
P.O. Box 2160
Blythe, CA 92226
Information: (760) 922-9189

**7 Marine Region
(along entire coast 3 nautical miles offshore)****Main Office**

20 Lower Ragsdale Drive, Suite 100
Monterey, CA 93940
Information: (831) 649-2870
Email: AskMarine@wildlife.ca.gov

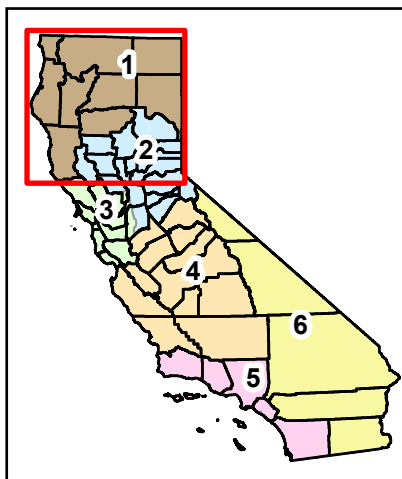
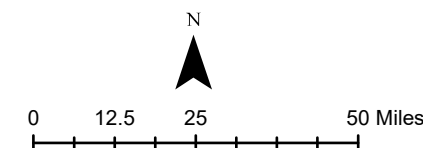
California Department of Fish and Wildlife



NORTHERN REGION BOUNDARY SURVEY PROPERTIES

● CDFW Properties

Region 1



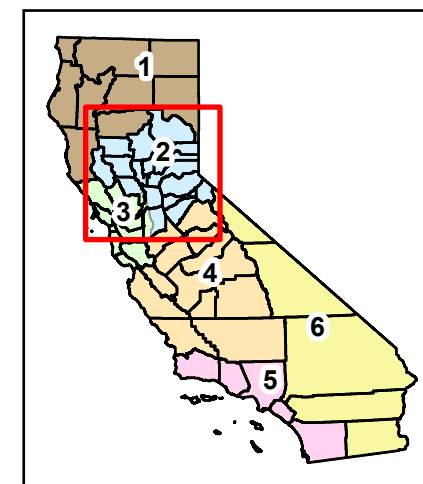
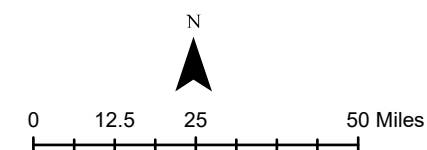
California Department of Fish and Wildlife



NORTH CENTRAL REGION BOUNDARY SURVEY PROPERTIES

● CDFW Properties

Region 2



California Department of Fish and Wildlife



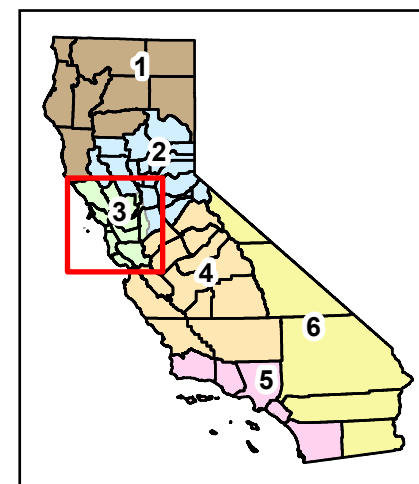
BAY DELTA REGION BOUNDARY SURVEY PROPERTIES

● CDFW Properties

Region 3

N

0 12.5 25 50 Miles



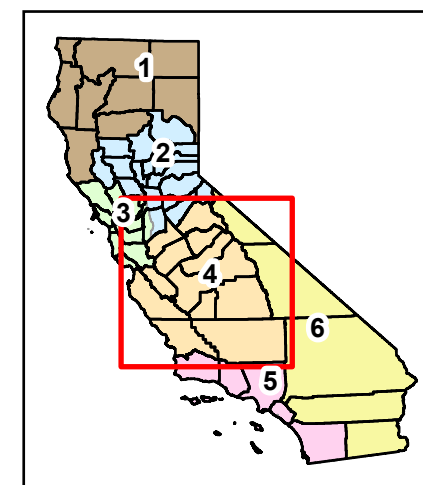
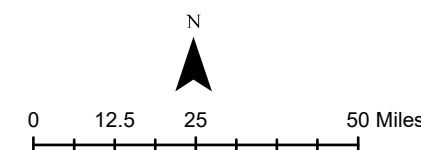
California Department of Fish and Wildlife



CENTRAL REGION BOUNDARY SURVEY PROPERTIES

● CDFW Properties

Region 4



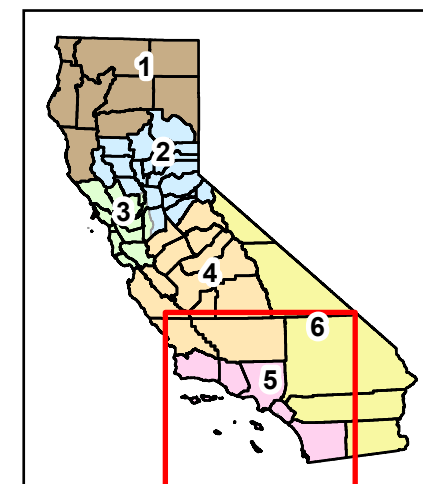
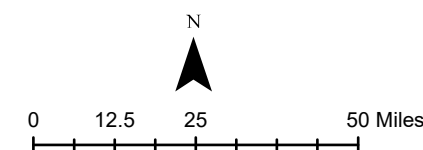
California Department of Fish and Wildlife



SOUTH COAST REGION BOUNDARY SURVEY PROPERTIES

● CDFW Properties

Region 5



California Department of Fish and Wildlife



INLAND DESERTS REGION BOUNDARY SURVEY PROPERTIES

● CDFW Properties

Region 6

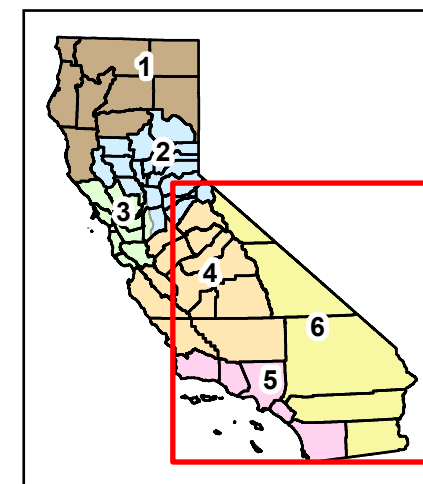
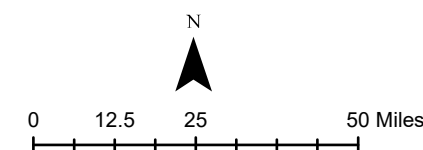


Exhibit A, Attachment IV
California Department of Fish and Wildlife
Guidelines, Standards, and Requirements for Boundary Surveys, Legal
Descriptions, and Mapping

Lands for the California Department of Fish and Wildlife (CDFW) are integrated into the CDFW Geographic Information System (GIS) and are used extensively by CDFW staff in boundary protection and land maintenance. To improve that procedure, and boundary information being relied upon, these land surveying standards are being implemented for the determination of boundary locations of CDFW lands. Land surveyed products will be reviewed for compliance and approved by the CDFW Land Surveyor to ensure correctness and completeness according to the standards stated herein. The following standards and documentation are required for land surveying work being submitted to CDFW:

1. All affected boundaries shall be surveyed, and the resulting land surveys shall comply with the State of California Professional Land Surveyors Act and Public Resources Code as required, as well as any additional requirements in the standards stated below. A land survey map of the boundary, existing title encumbrances, and the proposed acquisition shall be prepared and submitted for review.
2. All survey monuments of existing record surveys of the subject properties shall be located and shown on the map. If necessary, this may include monuments from record maps of adjoining properties. If monuments are not available on the property or adjoining property, the survey must reach far enough to re-establish the boundary.
3. When required, water boundaries must include a description of the method utilized to determine ordinary high (or low) water for navigable waters and thread (or thalweg) for non-navigable waters. If the subject property lies in tidal areas, ties to tidal benchmarks must be shown on the map and description of process for determining mean high tide including elevation on NAVD 1988 survey epoch must be stated on the map.
4. Descriptions shall include the following:
 - a) Preamble citing vesting deed with general location references such as Section, Township and Range, City, County, and State.
 - b) If using metes and bounds description, the Point of Beginning shall be referenced to found property monuments of record including recording or filing information. Courses that intersect or adjoin an existing senior deed or ownership line of record shall call to or along that line citing deed and/or map of record information. All other found monuments on the described property shall be called to along with referencing said monument to the deed and/or map of record.
 - c) Area shall be depicted in acres or square feet (if under 0.02 acre).
 - d) The Basis of Bearing shall be the California Coordinate System, CCS83, and shall comply with the California Public Resources Code (Section 8801-8819).
 - e) Distances shall be ground distances in US survey feet.
 - f) Each legal description shall have and call to an accompanying exhibit plat map (8-1/2 x 11). If the legal description is not described by metes and bounds, all boundary lines shall be shown and dimensioned, owners and adjoiners record references, and all found boundary control monuments shall be shown. The nearest road, river, and/or other identifying features shall also be shown.

5. CCS83 coordinates must be determined by ties to at least 3 California Spatial Reference Network (CSRN) monuments. The epoch used must be the same for all three primary control points, must be a published epoch, and must be 2010.00 or newer. The names and values of primary control points and the epoch utilized shall be shown on the boundary exhibit map.
6. If needed, elevations (Orthometric Heights) shall be shown on the North American Vertical Datum of 1988 (NAVD88) utilizing Geoid 12b or newer. Method for establishing vertical datum must be stated.
7. Monumentation shall be set at re-established property corners with aluminum caps stamped "California Department of Fish and Wildlife". Record of Survey shall be filed in accordance with local and state regulatory requirements. A draft copy of the Record of Survey map shall be submitted to the CDFW Land Surveyor for review prior to submittal to the county surveyor, regulatory agency or county recorder.
8. When requesting review provide copies of the following:
 - a) Boundary Exhibit Map.
 - b) Legal Description and exhibit plat of described property.
 - c) Title reports and all documents referred to in title reports (including vesting deeds).
 - d) Deeds and maps of record used for boundary resolution and property ties.
 - e) Closure report and alignment calculations with CCS83 coordinates.
 - f) Field survey notes showing primary control points utilized, found monuments and any ties to other non-published survey control.
 - g) AutoCAD (dwg) file and all associated cogo and/or coordinate data files, with legal description and affected property boundaries delineated, including but not limited to the following:
 - i. Geodetic survey control points used to determine Basis of Bearings.
 - ii. Existing easements and/or encumbrances, as listed in title reports, shall be delineated with reference to the specific title report and exception number.
 - iii. Boundary control, including corner and swing ties, shall be shown.
 - iv. If the subject property is of a portion a parent parcel, then the full parent parcel must be delineated.
 - v. buildings, fences and other evidence of occupation shall be shown.
 - vi. Any non-public access necessary for the subject property shall be shown.

All information provided shall be kept for Department records. For clear expectations, contacting CDFW Land Surveyor directly for questions regarding these standards and the review and approval of land surveying deliverables is encouraged.

*Daniel Schwartz, PLS
CDFW Land Surveyor
1010 Riverside Parkway
West Sacramento, CA 95605*

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 monthly in arrears, upon submission of an invoice, which properly details all work performed, charges, expenses, direct and indirect costs. Invoices must be submitted to:

Contract Manager:	Daniel Schwartz
CDFW Region / Division:	Office of Cannabis
Email:	daniel.schwartz@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, land surveying services, 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 **Five Million Dollars and Zero Cents (\$5,000,000.00)**.

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.

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.
- a) 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).
 - b) Receipts are required for every item of transportation and business expense incurred as a result of conducting state business.
 - c) 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.
 - d) The following actual expenses are an exception to the receipt policy:
 - i. Railroad and bus fares of less than \$25 when travel is wholly within California.
 - ii. 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.
 - iii. Telephone, fax, or other necessary state business costs of \$5 or less.
 - iv. 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 **\$0.70** 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 **\$1.75** 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.