

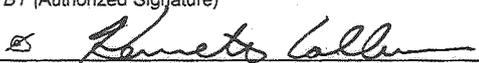
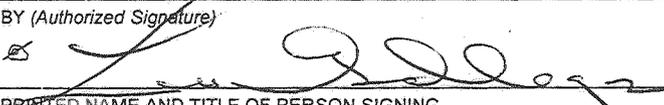
STATE OF CALIFORNIA STANDARD AGREEMENT STD. 213 (Rev 06/03)	AGREEMENT NUMBER P1280022
	REGISTRATION NUMBER 2P1283516

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
California Department of Fish and Wildlife
CONTRACTOR'S NAME
Bureau of Land Management
- The term of this Agreement is: The effective date of this contract is either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.
May 1, 2013 through April 30, 2014
- The maximum amount of this Agreement is: **\$322,660.00**
Three hundred twenty-two thousand, six hundred sixty dollars and no cents
- 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.

Exhibit A – Scope of Work	2 pages
Attachment 1 – Project Work Locations	1 page
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C – General Terms and Conditions for Federal Agreements	5 pages

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 www.ols.dgs.ca.gov/standard+language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only  <div style="border: 1px solid black; padding: 5px; display: inline-block;"> APPROVED MAY 1 2013 DEPT OF GENERAL SERVICES </div> <i>Kyats</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Bureau of Land Management		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5-1-2013	
PRINTED NAME AND TITLE OF PERSON SIGNING Kenneth Collum, Field Manager		
ADDRESS Eagle Lake Field Office 2950 Riverside Drive Susanville, CA 96130		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Fish and Wildlife		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/7/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Helen Carriker, Deputy Director, Administration		
ADDRESS 1416 9th Street, 12th Floor Sacramento, CA 95814		<input type="checkbox"/> Exempt per:

1. The Bureau of Land Management (Contractor) agrees to provide to the California Department of Fish and Wildlife (CDFW), services as described herein:

The Contractor will purchase all materials and provide crews and equipment to implement funded habitat restoration projects. This includes crews to install guzzlers, construct fences, and plant seedlings.

2. These services shall be performed in Lassen County, California.
3. The Contractor shall work closely with the CDFW Contract Manager and assigned CDFW designees to implement each project and perform services on an "as needed" basis determined by the CDFW Contract Manager.
4. The Project Officials during the term of this Agreement will be:

CDFW Contract Manager

Name: Mary Sommer
Phone: (916) 445-3549
Fax: (916) 445-4048
E-mail: mary.sommer@wildlife.ca.gov

Contractor Project Director

Name: Dereck Wilson
Phone: (530) 252-5306
Fax: (530) 257-4831
E-mail: d65wilso@blm.gov

Direct all inquiries to:

CDFW Contracts Coordinator:

Section/Unit: Wildlife Branch
Attention: Sarah Edmonds
Address: 1812 Ninth Street
Sacramento, CA 95811
Phone: (916) 445-3449
Fax: (916) 445-4058
E-mail: sarah.edmonds@wildlife.ca.gov

Contractor:

Section/Unit: Eagle Lake Field Office
Attention: Dereck Wilson
Address: 2950 Riverside Drive
Susanville, CA 96130
Phone: (530) 252-5306
Fax: (530) 257-4831
E-mail: d65wilso@blm.gov

5. SCOPE OF WORK

A. Background and Objectives

Section 1501.5 of the Fish and Game Code authorizes the California Department of Fish and Wildlife to enter into contracts with public and private entities whenever the Department finds that the contracts will assist in meeting the Department's duty to preserve, protect, and restore fish and wildlife.

In August 2012, a large wildfire of 315,577 acres burned in Lassen County, California, and Washoe County, Nevada, damaging a significant amount of wildlife habitat. Approximately 271,859 acres of the fire occurred within California, mostly on land owned and managed by the Bureau of Land Management (BLM). The BLM Eagle Lake Field Office has initiated emergency stabilization and restoration measures, but funding is limited for certain projects designed to benefit wildlife, particularly big game species such as deer and pronghorn antelope.

The purpose of this Agreement is to provide funding to stabilize and rehabilitate big game habitats and water sources important to big game species on lands burned by the Rush Wildfire (November 2012, Environmental Assessment DOI-BLM-CA-N050-2012-45-EA Rush Fire Emergency Stabilization and Rehabilitation). The wildfire created burn impacts on 315,577 acres that require emergency stabilization and rehabilitation actions for the next two to five years. Vegetation was completely consumed on approximately 243,747 acres within the fire perimeter; the remaining 71,830 acres contain islands of vegetation that were either not burned or slightly burned. The fire consumed approximately 77% of the total native vegetation that had previously provided forage for

wildlife species, wild horses and burros, and permitted livestock grazing. The fire consumed a very large portion of the Buffalo Skedaddle Population Management Unit for Greater sage grouse and important habitat areas for mule deer and pronghorn. The fire burned approximately 39% of the Twin Peaks (Wild Horse and Burro) Herd Management Area (HMA), 9% of the Buckhorn HMA and also burned through nine livestock grazing allotments.

B. Work to be Performed

Funding from the CDFW will be used to rehabilitate and protect important water sources and regenerate vegetation burned in the fire. Work includes three different project types (see Attachment 1 for specific work locations): guzzler replacement, livestock exclusion fencing of riparian areas, and planting antelope bitterbrush seedlings. Twelve pre-existing wildlife guzzlers were destroyed by the fire and will be replaced. Each guzzler will be replaced with a new Boss tank kit and fenced for protection from livestock and wild equines. Funding will also be provided for labor support needed to complete guzzler replacement. One mile of Liberty pipe fence (portable 3-rail metal fence) will be purchased to fence 4 riparian areas (chosen from the list in Attachment 1 based on priorities jointly agreed upon between the Contractor and CDFW) in order to exclude livestock and wild equines. The antelope bitterbrush seedling planting includes the purchase of 5,000 seedlings, 5000 Vexar tubes for protection from herbivores, and 10,000 wire pins to anchor the tubes. Forty hours of fire crew labor will be funded for the planting of the seedlings and installation of protective tubing.

The Contractor will be responsible for all maintenance and repair of equipment used under this Agreement.

C. Schedule of Completion Dates

To be completed on a project-by-project basis throughout the term of this contract that expires on April 30, 2014. Specific project completion dates are unknown as work will be dependent upon a number of factors including, but not limited to, inclement weather, permits, wildfire response, and scheduling, etc. When dates become known, the Contractor shall provide these to the CDFW Contract Manager.

D. Reports

The Contractor shall submit the following reports:

- (1) Quarterly Work Summary Reports, first report due on or before August 1, 2013. Subsequent Work Summary Reports will be due every three months for the duration of this Agreement. Summary reports will include work completed during that quarter and itemized costs, including personal services costs. Specific information will include the number and locations of guzzlers replaced, linear feet of fencing installed around guzzlers, linear feet of pipe rail enclosure fencing installed, and number of antelope bitterbrush seedlings planted by the Contractor. Identification of hours worked by crews conducting the work and other related expenses will be included. These reports shall be in a format compatible with Microsoft Word 2010 and will accompany quarterly invoices sent to the CDFW Contract Manager.
- (2) Final Report, due on or before April 1, 2014. This will include a description of all work completed by the Contractor during the Agreement term and itemized costs, including personal services costs. Specific information will include the number and locations of guzzlers replaced, linear feet of fencing installed around guzzlers, linear feet of pipe rail enclosure fencing installed, and number of antelope bitterbrush seedlings planted by the Contractor. Identification of hours worked by crews conducting the work and other related expenses will be included. This report shall be in a format compatible with Microsoft Word 2010 and sent to the CDFW Contract Manager.

ATTACHMENT 1 – PROJECT WORK LOCATIONS

Guzzler Replacement Locations

Guzzler Name	Guzzler Number CDFW/BLM
Amadee Mountain	L-5/4078
East Bull Flat	L-8/4075
Brubeck Canyon	L-16/4182
East Skedaddle #1	L-21/5788
East Skedaddle #2	L-22/5787
Observation Peak	L-23/5821
Skedaddle #4	L-34/5447
Skedaddle #5	L-35/5448
Thousand Springs	L-36/5673
Skedaddle #3	L-39/5351
Deep Cut North	L-10
Deep Cut South	L-11

Portable 3-rail metal fence – Riparian Enclosure

Spring Name	Location
Five Springs	T31N R16E Sec 14
Three Springs	T31N R16E Sec 24
Stove Springs	T33N R17E Sec 7
Wagontire Spring	T33N R16E Sec 12
Line Spring	T31N R17E Sec 2
Cherry Spring	T31N R17E Sec 7
Tom’s Cabin Spring	T33N R16E Sec 21
Bill’s Cabin Spring	T33N R16E Sec 29
Cottonwood Spring	T33N R16E Sec 30

Antelope Seedling Planting Locations

Mountain	Drainage	Acres
Observation	Top of mountain	100
Skedaddle	Bull Creek	40
Skedaddle	Pea Creek	30
Skedaddle	Skedaddle Creek	35

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, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid, not more often than quarterly, in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Mary Sommer
Region / Division:	California Department of Fish and Wildlife, Wildlife Branch
Address:	1812 9th Street, Sacramento, CA 95811

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. Payments made prior to satisfactory completion of all work required by the Agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the task or Agreement, and provided further, that the California Department of Fish and Wildlife shall retain from the Contractor's earnings for each period for which payment is made, an amount equal to ten percent (10%) of such earnings, pending satisfactory completion of the task or Agreement.
- E. The invoice shall contain the following information:
 - 1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 - 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
 - 5. The date of the invoice and the time period covered;
 - 6. The number of the agreement upon which the claim is based, and;
 - 7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to";
 - b. A description of the services performed;
 - 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 shall include all costs incurred by the Contractor under the terms of this agreement; and
- e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead 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 shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

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

LINE ITEM BUDGET

	TOTAL
PERSONAL SERVICES:	
Guzzler Replacement:	
Force Account (crew of 2) – 300 hours @ \$74.00/hour	\$ 22,200.00
Staff Benefits @ 30%	\$ 6,660.00
Fire Crew (crew of 20) – 129 hours @ \$318.00/hour	\$ 41,022.00
Staff Benefits @ 18%	\$ 7,384.00
Subtotal	\$ 77,266.00
Seedling Planting:	
Fire Crew – 40 hours @ \$318.00/hour	\$ 12,720.00
Staff Benefits @ 18%	\$ 2,290.00
Subtotal	\$ 15,010.00
Total Personal Services	\$ 92,276.00
OPERATING EXPENSES:	
Guzzler Replacement:	
Equipment costs (Backhoe & trailer, trucks)	\$ 5,806.00
Materials and Supplies:	
Boss Tank Kits – 12 @ 8,300 each	\$ 99,600.00
Fence Material for Guzzlers – 12 @ \$1,700 each	\$ 20,400.00
Pipe Rail Exclosure Fencing:	
Liberty Pipe Fence – 1 mile @ \$45,000/mile	\$ 45,000.00
Planting Seedlings:	
Antelope Bitterbrush Seedlings – 5,000 @ \$0.42/each	\$ 2,100.00
Vexar Tubes – 5,000 @ \$0.19/each	\$ 950.00
Wire Pins – 10,000 @ \$0.32/each	\$ 3,200.00
Subtotal	\$ 177,056.00
Total Personal Services & Operating Expenses	\$ 269,332.00
Overhead @ 19.8%	\$ 53,328.00
Total Costs for Rush Fire Restoration	\$ 322,660.00

1. **APPROVAL** - This Agreement is of no force or effect until signed by authorized representatives of all Signatory Agencies and approved by the Department of General Services, if required. Signatory Agencies may not commence performance until such approval has been obtained.
2. **AMENDMENT** - No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Signatory Agencies and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Signatory Agencies.
3. **ASSIGNMENT** - This Agreement is not assignable by the Signatory Agencies, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT** - Signatory Agencies agree that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative, and Federal auditors, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Signatory Agencies agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Signatory Agencies agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employee who might reasonably have information related to such records. Further, Signatory Agencies agree to include a similar right of the State and Federal auditors to audit records and interview staff in any contract related to performance of this Agreement. (California Government Code Section 8546.7, Public Contract Code 10115 et. Seq., and California Code of Regulations Title 2, Section 1896.)
5. **INDEMNIFICATION CLAUSE**
 - a. **Federal** - The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his/her employment, arising out of this Agreement.
 - b. **State** - The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his/her employment, arising out of this Agreement.
6. **TERMINATION FOR CAUSE** - Any Signatory Agency may terminate this Agreement at any time by giving thirty (30) days written notice to the other Signatory Agencies. None of the Signatory Agencies shall incur any new obligations for the terminated portion of this Agreement after the effective date of the termination and shall cancel as many obligations as possible. Full credit shall be allowed for each Signatory Agency's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
7. **INDEPENDENT CONTRACTOR** - Signatory Agencies agree that agents and employees of their respective agencies, in the performance of this Agreement, shall not act as officers or employees or agents of the other Signatory Agencies to this Agreement.
8. **NONDISCRIMINATION CLAUSE** - During the performance of this Agreement, Signatory Agencies shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family leave. Signatory Agencies and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. State and Federal agencies shall adhere to all State and Federal laws pertinent to their respective organizations as they apply to non-discrimination described within this Agreement. Signatory Agencies shall include a similar non-discrimination clause in any resulting contract.
9. **TIMELINESS** - Time is of the essence of this Agreement.
10. **COMPENSATION** - The consideration to be paid by Signatory Agencies to one another, as provided in this Agreement, shall be in compensation for all expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. **GOVERNING LAW** – The parties agree and acknowledge that this Agreement contains reference to both Federal and State laws and regulations. The United States agrees to comply with all applicable Federal laws and regulations when entering into this Agreement. The State agrees to comply with all applicable California laws and regulations. It is the intent of the Signatory Agencies that the venue shall be in a court located within the geographic boundaries of the State of California.
12. **ANTITRUST CLAIMS**- Each Federal Agency, by signing this Agreement, hereby certifies that if these services or goods are obtained by means of a competitive bid, each Federal Agency shall comply with the requirements of the Federal Acquisition Relations Chapter 1 Title 38 Code of Federal Regulations (CFR).
13. **UNENFORCEABLE PROVISIONS** - In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Signatory Agencies agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.
14. **EXCISE TAX** – The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.
15. **SETTLEMENT OF DISPUTES** - In the event of any issue of controversy under this Agreement, the Signatory Agencies may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. Those may include, but not be limited to: conciliation, facilitation and mediation.

The heads of the agencies affected by the dispute will make a final determination for dispute resolution if other informal venues have not succeeded. If resolution cannot be reached informally through these methods, the parties may pursue whatever legal remedies they may have.

16. **DISABLED VETERAN BUSINESS ENTERPRISE AUDITS** - If the State determines this Agreement is subject to Disabled Veteran Business Enterprise (DVBE) requirements, State agencies shall comply with Public Contract Code § 10115 et. seq. and California Code of Regulations Section 1896.60 et. seq. State agencies shall make pertinent records available to the State for review, shall permit the State access to pertinent records upon reasonable notice during normal business hours for interviewing employees and inspecting records, and shall maintain records for audit purposes for a period of three (3) years after final payment under the Agreement.
17. **POTENTIAL CONTRACTORS** - Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any contractors, and no contract shall relieve Signatory Agencies of their responsibilities and obligations hereunder. Federal Agencies agree to include the necessary Federal Acquisition Regulation clauses relating to indemnification and insurance requirements for any resulting contract pursuant to this Agreement. Each Signatory Agency's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Signatory Agencies. As a result, the State shall have no obligation to pay or to enforce payment of any monies to any contractor.
18. **AGENCY LIABILITY** - The Signatory Agencies warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Signatory Agencies for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
19. **FORCE MAJEURE** - Each Signatory Agency shall not be liable to other Signatory Agencies for any delay in or failure of performance, nor shall 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 and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

20. **NON-ELIGIBLE ALIEN – (ALL SOLE PROPRIETOR CONTRACTS ~ STATE CONTRACT MANUAL 2.07)** - Signatory Agencies shall comply with 8, United States Code Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.
21. **PRIORITY HIRING CONSIDERATION – (CONTRACTS WITH A VALUE IN EXCESS OF \$200,000)** - If a resulting Agreement will have a total Agreement value of \$200,000 or more, the Signatory Agencies are hereby advised that they will be obligated to give priority consideration in filling vacancies in positions funded by the resulting Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid. All requirements as stated in this section pertaining to Priority Hiring Consideration as it applies to State and Federal agencies, shall be to the extent required by State and Federal law, respectively.
22. **CONTRACTOR CERTIFICATION – (COPYRIGHT LAWS FOR COMPUTER SOFTWARE ~ I.T. AGREEMENTS ONLY)** - Signatory Agencies certify that appropriate systems and controls are 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.
23. **The following provisions are made part of this Agreement:**
 - a. **Fund Availability – Federal Policy:**
 - 1) The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for services arising from this Agreement can be made. No legal liability on the part of the Government for any payment may arise until funds are made available for this and until the party receiving reimbursement receives notice of such availability, to be confirmed in writing by the party providing funding.
 - 2) The California Department of Fish and Wildlife has the option to invalidate the Agreement under the thirty (30) day cancellation clause to amend the Agreement to reflect any reduction in funds.
24. **OUT OF STATE TRAVEL** – No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
25. **LIABILITY INSURANCE (AS APPLICABLE)** – Unless otherwise specified in the Agreement, when the Contractor submits a signed Agreement to the State, the Contractor and any Subcontractor utilized under the terms of this agreement shall also furnish to the State either proof of self-insurance, or in the alternate, a certificate of insurance. A certificate of insurance shall state that the applicable liability insurance is presently in effect as outlined below. The Contractor and their Subcontractors agree to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a and b, below, in their entirety:

- a. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- b. The State will not be responsible for any premiums or assessments on the policy.

The Contractor and any Subcontractor utilized under the terms of this Agreement shall assure that the liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times during the term of this Agreement, Contractor and any Subcontractor utilized under the terms of this Agreement shall provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services. In the event the Contractor and/or any Subcontractors utilized under the terms of this agreement fail to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The California Department of Fish and Wildlife will not provide for, nor compensate the Contractor and/or any Subcontractor utilized under the terms of this agreement for any insurance premiums or costs for any type or amount of insurance. The insurance required herein, shall cover all Contractor and any Subcontractor's supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Contractor's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

- 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.
- 2) Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within two 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 shall 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 of 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.

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

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's 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 shall remain, for the duration of this Agreement at Provider's own expense, insured against:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall 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 shall 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.
- 2) Automobile Liability – (If applicable) Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
The policy must be endorsed.
- 3) Aircraft Liability – (If applicable) When aircraft are used in the performance of agreement work contractor, or its subcontractor, shall maintain aircraft liability with limits of not less than \$10,000,000 each accident.
The policy must be endorsed.
- 4) Watercraft Liability – (If applicable) When watercraft are used in the performance of agreement, the work contractor or its subcontractor, shall maintain watercraft liability with limits of not less than \$1,000,000 each accident.

When watercraft is used in performance of work on or over navigable waters of the United States, contractor's workers' compensation policy shall be endorsed to include the United States Longshore and Harbor Workers' Compensation Act coverage. The coverage applies to work on or over navigable waters of the U.S.
The policy must be endorsed.

- 5) Professional Liability – (If applicable) Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 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.
The policy must be endorsed.
- 6) Pollution Liability – (If applicable) Contractor shall maintain pollution liability with Limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
The policy must be endorsed.
- 7) Workers Compensation and Employers Liability – Contractor shall 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 are required. When work is performed on State owned or controlled property the Workers' Compensation policy shall 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 shall be endorsed to include applicable special coverage extensions where applicable.