

STANDARD AGREEMENT —

STD. 2 (REV.5-91)

Contract Number	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of May, 2008 ("Effective Date"),
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Business Services Manager	ENTITY Judicial Council of California Administrative Office of the Courts 55 Golden Gate Ave. San Francisco, CA 94102	hereafter called the State, and
CONTRACTOR'S NAME		hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and deliverables as specified in Exhibit D.

Incorporated into this Agreement herewith, and attached hereto, are the following Contract Documents: (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; (4) Exhibit D, Work to be Performed and Work Authorization Administration, and (5) Exhibit E, Attachments, including Attachment 1, Work Authorization Request Form, Attachment 2, Contractor's Proposal, and Attachment 3, Acceptance & Signoff Form. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E. Any Amendments, starting with the most recent, shall take precedence over the existing Contract Documents.

The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of environmental consulting services to the State. The State is not obligated to encumber funds as a result of entering into this Agreement with the Contractor, nor is it obligated to issue any number of Work Authorizations. Except as expressly provided in the Agreement, no liability shall attach to the State by reason of entering into this Agreement.

The Contract Amount shall not at any time during the Term of this Agreement exceed the "Total Amount Encumbered To Date" specified on this State Standard Agreement form, which is hereby used to enter into this Agreement, or the most recent of any subsequent State Standard Agreement form(s) issued to amend this Agreement. As further set forth in Exhibit D, Work to Be Performed - Work Authorization Administration, the State, at its sole discretion, and from time to time, on a Work Authorization by Work Authorization basis, may authorize Work and the spending of funds by the issuance of Work Authorizations. Only Work Authorizations shall act to made funds available to Contractor for the performance of Work under this Agreement, as further specified in this Agreement.

As set forth in Exhibit D, Work to Be Performed - Work Authorization Administration, the State may request Work from the Contractor and the Contractor shall provide to the State competent personnel for the purpose of performing the Work. Any and all Work performed under this Agreement by such personnel will be authorized only when a Work Authorization has been bilaterally executed.

This Agreement shall be effective upon the Effective Date and shall expire upon May 15, 2012. Each individual Work Authorization will include a Work Authorization number and establish a specific period of performance for the Work Authorization, however, all Work to be performed pursuant to this Agreement must be completed and all invoices for such Work must be provided to the AOC not later than May 15, 2012. The State shall not be liable for the payment for any Work for which an invoice is received after May 15, 2012.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR		
ENTITY Judicial Council of California		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.)		
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷		
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING		
TITLE Business Services Manager		ADDRESS Attn:		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0.00	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE \$	ITEM	CHAPTER	STATUTE	FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE)				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE		

*Department of General Services
Use Only*
**EXEMPT FROM DEPARTMENT OF
GENERAL SERVICE APPROVAL.**

CONTRACTOR STATE ENTITY DEPT. OF GEN. SER. CONTROLLER

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

The Service Provider agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, “Indemnify”) the State, the Judicial Council of California, the Administrative Office of the Courts, the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, Service Providers, representatives, volunteers and employees (individually, an “Indemnified Party”) from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following: (a) the Service Provider’s or any of its employees’ or sub Service Providers’ negligent acts, omissions, or intentional misconduct; (b) the Service Provider’s breach of its obligations under this Agreement; (c) the Service Provider’s or any of its employees’ or sub Service Providers’ violation of any applicable law, rule, or regulation; and/or (d) any claim or lawsuit by a third party, Service Provider, sub Service Provider, supplier, worker, or any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Agreement who may be injured or damaged by the Service Provider or any of its sub Service Providers or employees, when such claim arises from, is related to, or is in connection with, the Service Provider’s performance of this Agreement. This article does not require the Service Provider to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of the Indemnified Party.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to Contractor under this Agreement shall in no event exceed the Contract Amount. Contractor shall be paid in accordance with the Payment Provisions set forth in Exhibit "C" of this Agreement. The State's payments to Contractor pursuant to this section shall constitute full compensation for all of Contractor's time, materials, costs and expenses incurred in the performance of this Agreement.

END OF EXHIBIT

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Acceptance”** means the written acceptance in the form of Exhibit E, Attachment 3, which shall be issued to the Contractor by the State’s Project Manager after the Contractor has completed a Deliverable, Submittal, or other Contract requirement as specified in an authorized Work Authorization, in compliance with the Contract Documents, including, without limitation, Exhibit D, Work to Be Performed and Work Authorization Administration.
- B. **“Administrative Director”** refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- C. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- D. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- F. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- G. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.

- H. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. **“Day”** means calendar day, unless otherwise specified.
- J. **“Deliverable(s)”** or **“Submittal(s)”** means one or more tangible items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- K. **“Expenses”** means transportation, meals and lodging expenses actually incurred by Contractor’s employees in the course of performing the Services ordered under this Agreement.
- L. **“Fixed Price Basis”** means that Contractor shall be paid a single fixed amount for all Work provided under a Work Authorization.
- M. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- Acts of God or the public enemy;
 - Acts or omissions of any government entity;
 - Fire or other casualty for which a party is not responsible;
 - Quarantine or epidemic;
 - Strike or defensive lockout; and,
 - Unusually severe weather conditions.
- N. **“Hourly Basis”** means that Contractor shall be paid for each hour of work performed under a Work Authorization, but not to exceed the total amount authorized under said Order.
- O. **“Key Personnel”** refers to the Contractor’s personnel named in, Contractor’s Proposal, whom the State has identified and approved to perform the Work of the Contract. Roles of Key Personnel are set forth in Contractor’s Proposal.
- P. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- Q. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or

State of California Standard Agreement

Contract No. ____ with ____

Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.

- R. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State's representatives.
- S. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**)
- T. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- U. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- V. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- W. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
- X. **“Travel Plan”** means a written plan specifying the travel and living arrangements and costs, as specified in a written Work Authorization.
- Y. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.
- Z. **“Work Authorization”** written and signed documents that specify the Services to be performed, the price of the Services, and any Expenses applicable to the performance of the Work, including both a Contractors Proposal (Exhibit E, Attachment 2) signed by the Contractor, and a Work Authorization Form (Exhibit E, Attachment 3) signed by the State and the Contractor and referencing a particular Contractor's Proposal and its price. Work Authorizations are authorized and become binding upon both Parties under the terms of this Agreement when fully signed as specified above.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

4. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

5. Acceptance of the Work

- A. The AOC Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (“**Criteria**”) provided by the Contractor pursuant to this Agreement:
- Timeliness: The Work was delivered on time;
 - Completeness: The Work contained the Data, Materials (including number of copies), and features required in the Contract Documents; and
 - Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, regulatory code compliance, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the State, in accordance with direction from the Project Manager and as provided for in Exhibit D. The State shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The State’s Project Manager shall issue a written communication to notify the Contractor of the Work’s acceptability.
- D. If the State rejects the Work provided, the State’s Project Manager shall submit to the Contractor a written rejection describing in detail the failure of the Work as measured

State of California Standard Agreement

Contract No. ____ with ____

against the Criteria. If the State rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.

- E. If agreement cannot be reached between the State's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

6. Copyrights and Rights in Data, Material, and Deliverables

All copyrights and rights in any Data, Materials, and/or Deliverables produced with funding from this Agreement that may presumptively vest in the Contractor shall be transferred to the State.

7. Ownership of Results

Any interest of the Contractor in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all such Data (including data validation tools, such as software, or models), Materials, and/or Deliverables within thirty (30) Days of the request.

The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data, Materials, and/or Deliverables. The Contractor shall not publish or reproduce such Data, Materials, and/or Deliverables in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

8. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the State without prior review and written permission by the State.

9. Contractor's Personnel--Replacement

- A. The Contractor shall, if so specified in authorized Work Authorization, provide certain Key Personnel to perform the Tasks and provide the Deliverables set forth in said Work Authorization. The Contractor's Project Manager, specified in an authorized Work Authorization shall:

- Serve as the primary contact with the State's personnel;
 - Manage the day to day activities of the Contractor's personnel;
 - Identify the appropriate resources needed;
 - Plan and schedule the Work;
 - Meet budget and schedule commitments on this Project;
 - Provide Progress Reports and Project Reviews in accordance with this Agreement;
 - Provides accurate and detailed information related to cost accounting to validate the invoice amount and
 - Manage the overall quality of the Deliverables and the Work performed.
- B. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the State under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- C. If any of the Contractor's Key Personnel, through no cause or fault of Contractor, become unavailable to perform the Work during the period specified in authorized Work Authorization, the Contractor shall immediately assign replacement personnel, acceptable to the State as possessing equivalent or greater experience and skills.
- D. The Contractor shall retain the same Key Personnel during the performance of the Work specified under an authorized Work Authorization. However, the Contractor may, with approval of the State's Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Contractor's Project Manager.
- E. If any of the Contractor's Key Personnel terminate their employment with Contractor during the period of performance of an authorized Work Authorization, the Contractor will supply a substitute acceptable to the State's Project Manager.
- F. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

10. Agreement Term

The Agreement shall commence on the Effective Date and shall expire on May 15, 2012. This Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Agreement approval shall be done so at the Contractor's own risk; notice to proceed shall not be official until this Agreement is fully executed.

11. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

12. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - 1. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - 2. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

13. Agreement Administration/Communication

- A. Under this Agreement, the AOC's Project Manager, Mr. Pradip Desai, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be performed under this Agreement shall be made through the Project Manager and Acceptance of the Work shall only be made by AOC's Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered to the AOC Project Manager as follows:

State of California Standard Agreement
Contract No. ____ with ____

Mr. Pradip Desai, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

B. Notice to the Contractor shall be directed in writing to:

Tel.:
Fax:
e-mail: Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement except to the specific subcontractors named in Exhibit C, unless the State's Project Manager agrees to such subcontracting in writing. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

14. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

15. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

16. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

17. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the

State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

18. Insurance Requirements

- A. Insurance Required. Without limiting the Service Provider's indemnification obligation and in addition thereto, the Service Provider shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Service Provider under this Agreement. The Service Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader insurance coverage. Each insurance policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.
- (i) Workers' compensation Insurance—At statutory minimums, including employers' liability coverage with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease policy limit for each employee. This coverage shall not be required where the Service Provider has no employees.
 - (ii) Commercial General Liability insurance (and if required Excess liability or Umbrella Liability insurance) -- written on an occurrence form covering the Contractor, the AOC and the State parties, and subcontractors with limits of not less than \$2,000,000 per occurrence and a \$2,000,000 per location annual aggregate limit of liability for bodily injury and property damage liability combined that is applicable solely to the Work being performed under this Contract. The policy shall include coverage for liabilities arising out of premises and operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not exclude liability for property damage resulting from explosion, collapse or underground hazard, or for inadvertent defects to the Work being performed. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
 - (iii) Commercial or Business Automobile Liability Insurance — Covering liability arising out of a motor vehicle, including owned, non-owned, leased, and hired vehicles assigned to or used in connection with the Project. The policy shall provide combined single limits of not less than \$2,000,000 per accident or loss.
 - (iv) Professional Liability Insurance; Errors and Omissions Insurance — Covering the Service Provider's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than \$2,000,000 per claim or per occurrence and \$2,000,000 annual aggregate applicable solely to the Work being performed under this Contract.

If the policy is written on a "claims made" form, the Service Provider shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to this Contract.

B. General Requirements

- (i) Service Provider will maintain, or cause to be maintained, the required insurance policies issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are approved to do business in the State of California.
- (ii) For all insurance policies required by this Contract, Service Provider will declare any deductible or self-insured retention (SIR). Service Provider will be responsible for reimbursement of any deductible to its insurer. Service Provider will administer any self-insurance program in a commercially reasonable manner that ensures sufficient funds are available to cover all losses Service Provider must insure against under the terms of section.
- (iii) Before commencement of the Work, Service Provider will provide the AOC with certificates of insurance, on forms acceptable to the AOC, as evidence that all required insurance is in full force and effect. The dollar amount of any SIR or deductible will be specified on the applicable certificate of insurance. The certificates of insurance will be accompanied by the following endorsements:
 - (a) As required by section (v) below, an endorsement evidencing that the State, Judicial Council, and AOC, and Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; and
 - (b) An endorsement that the insurance will not be materially changed or cancelled without 30 days notice to the AOC, and
 - (c) An endorsement evidencing that the insurance is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, AOC, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
- (iv) If any of the required insurance policies expire during the term of the Contract, the Service Provider will immediately renew or replace the required insurance and provide a new certificate of insurance to the AOC. Service Provider will ensure that any renewal insurance certificates are tendered to the AOC at least

State of California Standard Agreement

Contract No. ____ with ____

10 days before the expiration of the expiring insurance policy.

- (v) The insurance required by sections __A(ii) and __A(iii) as well as any excess liability or umbrella liability insurance that Service Provider maintains in compliance with the terms of this section __.____ must include the State, Judicial Council, AOC, and Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, as additional insureds, but only with respect to liability assumed by Service Provider under the terms of this Contract or liability arising out of the performance of the Work.
- (vi) Service Provider waives any right of subrogation it may have against any of the State, Judicial Council, AOC, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage arising out of the Work performed by Service Provider under this Agreement, and the Service Provider will require any insurer providing insurance required under section __.____ to do the same.
- (vii) Service Provider is responsible for and may not recover from the State, Judicial Council, AOC, County, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under section ____.
- (viii) If Service Provider fails to keep in effect at all times the specified insurance coverage, the AOC may, in addition to any other remedies it may have, declare the Contract to be in breach and withhold all progress payments and retentions until the breach is cured, or terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- (ix) If at any time the specified insurance policies become unsatisfactory to the AOC, the Service Provider shall, upon notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
- (x) The AOC and the County reserve the right to request certified copies of any of the insurance policies required under section ____.
- (xi) The Certificates of Insurance required under section __B. (iii) and any advance written notice of any change or cancellation, shall be mailed to the individuals at the following addresses:

State of California Standard Agreement

Contract No. ____ with ____

_____, AOC Project Manager
Office of Court Construction and Management
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

with a copy to the AOC Business Services Manager:

Grant Walker, Business Services Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

- C. Sub-Service Providers. At the election of the Service Provider, the Service Provider may include all of its design professional sub-Service Providers within the terms of a Project Specific Professional Liability insurance policy, written with limits of not less than \$2,000,000 per claim or per occurrence and \$2,000,000 annual aggregate applicable solely to the Work being performed under this Contract. Such coverage shall be subject to all of the requirements stated herein.
- D. Joint Ventures. If the Service Provider is an association, partnership, or other joint business venture, the insurance required in Section __ above shall be provided by any one of the following methods, any of which shall be subject to all of the requirements stated herein:
- (i) Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.
 - (ii) Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

19. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.

- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information
- C. on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- D. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

20. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

21. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any

determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

22. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

23. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

24. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

25. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

26. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

27. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

28. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

29. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

30. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

31. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT

EXHIBIT C
PAYMENT PROVISIONS

1. Contract Amount

The total amount owed by the State to Contractor under this Agreement for performing any and all Work authorized hereunder, and for all Travel and Living Expense and/or Reimbursable Expenses, shall not in total exceed the Contract Amount authorized for this Agreement.

2. Compensation for Contract Work

- A. A general description of the scope and nature of Services that may be performed under this Agreement is given in Exhibit D. The State will provide Contractor with a Work Authorization Request Form, Attachment 1 of Exhibit E, detailing the Services the State desires to purchase and the location they will be provided at. The parties will confer to further elucidate the nature of the Services the State deems necessary.
- B. The price for the work to be performed shall be at the prices specified in this Exhibit C or, if the Contractor so offers, prices lower than those in this Exhibit C.
- C. The total actual cost which the State may reimburse the Contractor under any individual Work Authorization, pursuant to this provision, including any travel, transportation, and/or living expenses, shall not exceed the amount specified on the face of the Work Authorization.
- D. For Services Ordered on an Hourly Basis
 - i. If the State orders Services priced on an Hourly Basis, Contractor shall invoice the State monthly for all hours actually worked in the previous calendar month. The State shall compensate the Contractor for the actual cost, at the hourly rates set forth in this Exhibit C.
 - ii. Unless otherwise specified in a Work Authorization, the hourly rates set forth in this Exhibit C are inclusive of all costs, any materials needed to perform the Services, and all benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.
 - iii. The Contractor shall not charge nor shall the State pay any overtime rate.
 - iv. No additional charges, consulting fees or retainers will apply.
 - v. Transportation, Meals, and Lodging Expenses

State of California Standard Agreement

Contract No. ____ with ____

Provided that reimbursement for transportation, meals, and lodging Expenses is authorized in a Work Authorization, the State shall, subject to the provisions of this Agreement, reimburse the Contractor for actual and reasonable expenses incurred for necessary transportation, meals, lodging, and other travel-related expenses required for the Contractor's employees who actually performed the Work authorized under the Work Authorization. Such travel expenses *shall not exceed the maximum amount* set forth in the Work Authorization, and shall be subject to the provisions of the Travel Plan specified in the Work Authorization.

E. For Services Ordered On a Fixed Price Basis:

- i. If the State orders Services on a Fixed Price Basis, upon receipt of AOC's Project Manager's Acceptance, Contractor shall invoice and the State shall compensate Contractor for the full fixed price specified in the Work Authorization. Prices for the Fixed Price Services are specified in this Exhibit C.
- ii. Provided that reimbursement for transportation, meals, and lodging Expenses is authorized in a Work Authorization, the State shall reimburse the Contractor for actual and reasonable expenses incurred for necessary transportation, meals, lodging, and other travel-related expenses required for the Contractor's employees who actually performed the Work authorized under the Work Authorization. Such travel expenses *shall not exceed the Maximum Per Trip Amount* set forth in the Work Authorization, and shall be subject to the provisions of the Travel Plan specified in the Work Authorization.

3. Compensation for Expenses

If a Work Authorization requires that the State pay Travel and Living Expenses, the following guidelines shall apply:

- A. The Contractor shall submit a written Travel Plan to the Project Manager *prior to incurring any travel expenses*, including the reason for the trip, number of persons traveling, types of expenses the Contractor expects to incur and the estimated costs. Prior approval of the travel plan is required and payment for Travel and Living Expenses must be authorized on the Work Authorization, and the total actual cost that the state may reimburse contractor shall not exceed the amount specified on the face of the Work Authorization.
- B. For necessary air transportation, the State will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State will reimburse the Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day:

State of California Standard Agreement

Contract No. ____ with ____

breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed **\$110.00** per Day plus tax and/or energy surcharge.

- C. For necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.505** cents per mile.
- D. The Contractor shall maintain a file of original invoices for all travel and living related expenses. Upon the Project Manager's request, the Contractor shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses together with a time sheet.

E. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's 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.

F. Method of Payment

- A. The State will make payment in arrears within sixty (60) days after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate:
- The Contract number, (which can be found in the upper right hand corner of the signature pages signed to enter into this Agreement), and Work Authorization Number Specified on the Work Authorization
 - A unique invoice number;
 - The Contractor's name and address;
 - Contractor's Taxpayer identification number;
 - Description of the completed Work, including Services rendered, Task(s) performed, and/or Deliverable(s) provided, as appropriate;
 - The Title of Contractor's employee, Name of Employee, and dates and hours worked;
 - The Title of Contractor's Subcontractor's employee, Name of Employee, and dates and hours worked.
 - Names and Prices (including calculations if prices are based on formulas) of any test(s) performed
 - Travel related expenses incurred;
 - Preferred remittance address, if different from the mailing address.

State of California Standard Agreement

Contract No. ____ with ____

The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

The Contractor shall simultaneously submit a copy of the invoice to AOC's Project Manager.

EXHIBIT C
RATES AND PRICES

Contractor shall have the option of lowering its Rates and Prices at any time during the term of this Agreement by writing to the AOC and supplying the new Rates and Prices.

The Rates and Prices charged under this Agreement are subject to change on July 1, on an annual basis beginning in July 1, 2009. Changes in Rates and Prices shall not exceed the Annual Change for the previous calendar year of the CPI-U index available from the US Department of Labor on May 1 of any year of this Agreement.

See the following Us Dept of Labor website for this CPI-U rate:

http://data.bls.gov/PDQ/servlet/SurveyOutputServlet?data_tool=latest_numbers&series_id=CUUR0000SA0&output_view=pct_12mths

In order to be eligible for a price increase effective July 1 of any year, Contractor must request an increase on or before May 15 and must submit, along with its request, the percentage increase being charged and its new actual Prices and Rates, in the form of updated tables to this Agreement, to the AOC's Contract Manager.

All changes in prices are subject to a written and signed amendment to this Agreement.

END OF EXHIBIT

EXHIBIT D
WORK TO BE PERFORMED AND
WORK AUTHORIZATION ADMINISTRATION

Contractor shall furnish without limitation all necessary labor, material, hardware, software, tools and equipment to complete the work as described in this document, and the scope of services specified in a Work Authorization. The intent here is to give a brief description of work that needs to be done and not all the details of how it will be done. Contractor will use available codes, standards, and technology to provide the service to the standard level of professional care.

1. Statement of Work

Contractor shall furnish without limitation all necessary labor, material, hardware, software, tools and equipment to complete the work as described in this document, and the proposed scope of services. The intent here is to give a brief description of work that needs to be done and not all the details of how it will be done. Contractor will use available codes, standards, and technology to provide the service to the standard level of professional care.

This scope of work includes, but is not limited to the following in connection with the specified Property address and/or parcel(s):

- 1.1. Conduct at site, on-premises observation to identify issues related to environmental concerns respective of the facility occupancy.
- 1.2. Conduct environmental due diligence for real property transfers.
- 1.3. Carry out ESA Phase I site visit and investigations, in compliance with current regulations, codes and practices, providing detailed reports of findings and any subsequent recommendations.
- 1.4. Carry out ESA Phase II environmental on site inspections and field investigation (for any or all medium (air, water, soil, and groundwater)) to provide detailed reports and recommendations based on facility's present or past occupancy and use, and in compliance with current codes, standards and practices.
- 1.5. Assist in selection of contractors and subcontractors to conduct environmental work. (Hazardous materials/Hazardous waste management, Air/Soil/Water/Groundwater monitoring and clean up, Underground Storage Tank/Aboveground Storage Tank management and reporting, storm water management plan and report, Spill Protection and Prevention Plan and report, Emergency Response and CEQA and NEPA related documentation preparation and submission, worker's health and safety assessment and reporting, injury and illness plans and reports preparation and updates.)
- 1.6. Oversee field remedial clean-up activities.
- 1.7. Prepare notification, documentation and responses for CEQA initial study, public notice, fact sheet, Negative Declaration, and Environmental Impact Report.

State of California Standard Agreement

Contract No. ____ with ____

- 1.8. Prepare regulatory compliance permit and plans as specified by the implementing agency for the equipment and materials that are available on site for Court operation. (eg. HVAC equipment, boiler, back up generator, UST or AST, elevators, pressure vessels, potable water, SPPP, Hazmat Business plan).
- 1.9. Provide review and recommendations of the reports, documentation and work outputs that are originated by other consultants and contractors.
- 1.10. Provide initial draft report for AOC's review, comments and input, prior to delivery of the final report to AOC.
- 1.11. The final report shall have certification with an original signature with a statement of oversight from a state certified professional.
- 1.12. Final report delivery shall contain two paper bound copies with one electronic copy. Electronic copy shall include any and all source data for the reports in commercially available widely used platform (such as PC based Microsoft Office product). Report format may be specified by AOC for consistency and ease of reference.
- 1.13. Prepare surveys and reports for asbestos-containing material (ACM), lead-based paint (LBP), and Polychlorinated Biphenyls (PCBs) identification and abatement when requested.
- 1.14. Represent AOC's interest in meetings with environmental regulatory agencies and others as requested.
- 1.15. Contractor shall coordinate work with the AOC representative or designee and will keep Project Manager informed of all the current activities. Contractor shall minimize disturbance to the users of the premises.
- 1.16. All work shall be performed in a safe manner and in accordance with Cal-OSHA (CCR Title 8) regulations.
- 1.17. Contractor may be required to review and provide response/recommendations about the environmental reports, documentation and work outputs that are originated by other environmental services consultants, contractors or regulatory agencies.
- 1.18. Contractor will oversee abatement and remedial activities at court owned or operated facility, and assist in selection of contractors and subcontractors in conducting environmental investigation work related to indoor air sampling and monitoring, soil, water and groundwater sampling and analysis. Based on their assessment and site survey results the Contractor shall provide a written report with recommendations for the need of further investigation or action.
- 1.19. Contractor shall perform a wide variety of disciplined work, including obtaining environmental permits, ensuring regulatory compliance, implementation of environmental policies and procedures, and development of documents required for CEQA compliance.

- 1.20. Contractor shall in addition, perform any other services described in the Statement of Work provided in the Work Authorization Request Form provided in this Agreement.

2. Standards Applicable to the Provision of the Services

- 2.1 All work shall be performed in a safe manner and in accordance with Cal-OSHA guidelines.
- 2.2 When performing work at an AOC designated site the Service Provider shall initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work.
- The Service Provider shall take precautions for safety and provide protection to prevent damage, injury or loss to:
- a. Employees working under the Contract and other persons who may be affected by the Service Provider's work;
 - b. The buildings, materials and land on which Work is being performed that is under care, custody or control of the Service Provider or the Service Provider's Sub-Service Providers or Sub-Sub- Service Providers; and
 - c. Other property at the Project site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities, except as otherwise noted or specified.
- 2.3 The Service Provider shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons or property, or their protection from damage, injury or loss.
- 2.3 The Service Provider shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notification of the State, other owners or users of adjacent sites and utilities.
- 2.5 The Service Provider shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the collection, storage and disposal of hazardous materials or equipment necessary for execution of Work.
- 2.6 The Service Provider shall exercise extreme care in carrying out any Work which involves explosives or other dangerous methods of performing the Work, and shall use properly qualified individuals or entities to carry out the performance of the Work in a safe manner so as to reduce the risk of personal injury or property damage.
- 2.7 The Service Provider shall designate a responsible member of the Service Provider's organization who is at the site where the Work is being performed, to be the person

State of California Standard Agreement
Contract No. ____ with ____

responsible for the prevention of accidents and the monitoring of the safety of the Work.

- 2.8 The Service Provider shall not permit any part of the buildings, materials and land on which Work is being performed to be loaded so as to endanger its safety.
- 2.9 When conditions of the Work, in the judgment of the State, present unreasonable risk of injury or death to persons or property damage, the State, may direct the Service Provider, to stop the Work and to close down the Work and not commence work again until all dangerous conditions are eliminated.
- 2.10 Maps, plats, reports, recommendations, descriptions and related documents shall be prepared and reviewed by or under the direct supervision of registered professional staff which is currently licensed in the State of California by the Board for Professional Engineers; a Department of Toxic Substances Control (DTSC) certified Registered Environmental Assessor II (REA); a Department of Health Services (DHS) certified Project Monitor or Project Designer on staff; a Certified Asbestos Consultant (CAC) on staff; a Certified Industrial Hygienist (CIH) on staff; or equivalent in professional standard within the field of responsible activity. Certified professionals shall sign all final reports and recommendations.
- 2.11 Final documents shall include a certification stating that “the review and approval of work was done under supervision of a registered Professional staff who is currently licensed in the State of California” by the Board for Professional Engineers or equivalent in professional standards, and must be signed and sealed by the Registered Environmental Professional in California responsible for the quality. Rubber stamps of signatures are not acceptable. Rubber stamps of seals are acceptable. The certification may be in any form desired but shall contain the original signed statement at a minimum.

2.12 **CODES AND STANDARDS**

Work performed under the contract to be awarded shall meet all the applicable requirements of the following:

REA (Registered Environmental Assessor Program)
ACSM (American Congress on Surveying and Mapping, 1999)
CAL OSHA (California Occupational Safety & Health Administration)
DCA (California Department of Consumer Affairs)
RG (registered Geologist)
FEMA (Federal Emergency Management Agency)
PE (Professional Engineer)
GPS (Global Positioning System)
C.HG (certified Hydro Geologist)
ASTM (American standards Test Method)
CAL H & S (California Health & Safety code)
CFR (Code of Federal Regulation)
CCR (California Code of Regulations)
SHPO State historic preservation Office.

3. Project Schedule

The Contractor shall complete and submit the Work described in each Work Authorization within the time specified in the Work Authorization.

4. Work Authorization Process

- A. The Project Manager or designee will initiate the Work Authorization by sending a completed Work Authorization Request Form, in the form the Work Authorization Request Form including both Parts 1 and 2 (attached hereto as Attachment 1 to Exhibit E), to Contractor that identifies the property address, with respect to which Work will be performed, the type of transaction relevant to the property address, the Services to be performed, and that includes any special instructions related to the property that will be named in the Work Authorization.
- B. Within five (5) business days of receipt of the Work Authorization Request Form, the Contractor will submit to the Project Manager a Contractor's Proposal (attached hereto as Exhibit E, Attachment 2) that specifies the Work to be performed, and, if the State has so requested, a written schedule for completion of the Work. Said proposal shall include, as appropriate, a not to exceed and/or firm fixed price amount for the Work. The Contractor's proposal shall be not be revocable for sixty (60) days after receipt. Contractor's proposal shall be substantially in the form of Attachment 2 to Exhibit E.
- C. Final authorization for Contractor to initiate the Work specified in a Proposal shall occur when both the AOC and Contractor have agreed in full regarding both the Services to be performed and the price. Upon complete agreement by the Project Managers of both parties regarding all details of a Proposal, the Contractor shall change the title of the Proposal to "Work Authorization" and shall sign and submit two (2) originals of the Work Authorization to the AOC's Project Manager. Contractor's Work Authorizations so submitted shall be not be revocable for sixty (60) Days after receipt.

If the State wishes to proceed with the Work as specified in the Work Authorization, the State's Project Manager will countersign both originals of the Work Authorization, assign and number the document with a Work Authorization Number, and return one original to Contractor. Upon execution by both parties, any such documents so executed shall, for the purposes of this Agreement, constitute a Work Authorization.

- D. If there is a need to revise the approved scope of Work, schedule, or price, the parties may agree to amend the Work Authorization with a new or revised Work Authorization, executed in the same manner as the original Work Authorization. No Work Authorization shall amend the terms and conditions of the Master Agreement, and any language in a Work Authorization that purports to do so shall be null and void, and without effect.
- E. Any commencement of performance prior to the Contractor's receipt of the authorized Work Authorization shall be done so at the Contractor's own risk.
- F. All Work Authorizations are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Authorization and the Master Agreement, the Master Agreement shall prevail.
- G. The State reserves the right to modify the Work Authorization Request Form (Exhibit E, Attachment 1) and/or the Contractor's Proposal form (Exhibit E, Attachment 2) as it deems necessary or appropriate, in its sole discretion, and will notify the Contractor of any modification to the Work Authorization Request form or the Work Authorization form prior to implementing the modified form(s). Any such modification(s) will be incorporated into the Agreement by an Amendment to this Master Agreement.

5. Work Authorization Amount

- A. The Work Authorization shall set forth the "not to exceed" amount which is the maximum amount the State will pay the Contractor for the Work identified in the Work Authorization. As applicable, the Work Authorization will indicate whether the Work will be performed for a firm fixed price, a price based upon a stated hourly rate, or a combination of firm fixed price and hourly rate, all of which are subject to the "not to exceed" maximum amount stated in the Work Authorization.
- B. Contractor recognizes that State does not have unlimited funds for the authorization of Work. Contractor recognizes that, if Contractor has provided its price as an estimated not to exceed amount, absent any material change to the Work described in a Work Authorization, the State is relying on Contractor's ability to complete that Work for an amount equal to or less than the estimated not to exceed price specified. The State is relying upon Contractor's management skills to properly manage such Work to complete said Work within the cost specified. In the event there is a material change to the Work, and the State does not wish to authorize additional funds, the State is prepared, if appropriate, to adjust the specifications describing the Work in order to enable Contractor to complete a portion of the Work within the

State of California Standard Agreement
Contract No. ____ with ____

amount authorized for said Work, and Contractor agrees that Contractor is willing to make such adjustments to accommodate this need at the request of the State.

- C. All firm fixed prices and hourly rates for provision of the Work in a Work Authorization shall be as set forth in Exhibit C.
- D. The Contractor agrees that the estimated number of hours indicated in an individual Work Authorization represents a good faith estimate of the number of hours to accomplish the Work requested therein and that in no event will the State pay more than the “not to exceed” amount stated in the authorized Work Authorization.

6. Work Authorization

- A. All Work performed under this Agreement will be authorized only by a fully executed Work Authorization.
- B. In the event any portion of the Work in an authorized Work Authorization is to be provided at an hourly rate, the Contractor shall identify the Key Personnel that will provide such services in the Contractor’s Proposal section of that Work Authorization.
- C. All requests and communications about the Work to be performed under a Work Authorization shall be made through the Project Manager or Project Manager’s designee as identified in the Work Authorization.
- D. There is no limit on the number of Work Authorizations the State may issue under the Master Agreement.
- E. There will be no specific limitation on the quantity, minimum and/or maximum value of individual Work Authorizations.
- F. The State does not guarantee that the Contractor will receive a specific volume of Work, a specific total contract amount, or a specific Work Authorization value.

END OF EXHIBIT

EXHIBIT E
ATTACHMENTS

This Exhibit includes the following form(s):

Attachment 1, Work Authorization Request Form (including Part 1, General Information, and Part 2, Requested Services)

Attachment 2, Contractor's Proposal

Attachment 3, Acceptance & Signoff Form

State of California Standard Agreement

Contract No. ____ with ____

EXHIBIT E, ATTACHMENT 1

WORK AUTHORIZATION REQUEST FORM

PART 1: GENERAL INFORMATION

(To be completed by the AOC)

To request a proposal for services under this Agreement, complete and sign Part 1 of this form, then mail, fax or e-mail a copy to:

Date: _____, AOC Reference Number: _____.

Property Common Name: _See the list below.

The County point of contact is _____, _____, _____

Type of Property: _Buildings_ Court Facilities Property; _____ Other _____.

Type of Transaction: _____ Title Transfer; _____ Responsibility Transfer; _____ Deferred Title Transfer; _____
Leasehold

Property Address (1) :

Property Address (2):

Property Address (3):

Property Address (4):

Legal Description: Attach legal description: _____YES _____ NO

Assessor's Parcel Number (APN): ___Not Known_____

Additional Properties included in this Work Authorization: _____YES_____NO. (If yes, see attached list.)

SPECIAL INSTRUCTIONS:

Contractor to provide actual work schedule to AOC for coordination and communication with the Courts.

State of California Standard Agreement
Contract No. ____ with ____

PART 2: REQUESTED SERVICES
(To be completed by the AOC)

		Rate		
1. 1.1 1.2 1.3 1.4 1.5 1.6	<input type="checkbox"/> General Consulting Support <input type="checkbox"/> Interact and strategize with the AOC Project Team for purpose of: a. Providing support for and development of real property transfer strategies and procedures for implementing the strategies; b. Providing support for review/development of Memoranda of Understanding (MOUs) between the AOC and counties; and c. Develop standard templates for environmental due diligence reporting, property condition assessment reporting, etc. <input type="checkbox"/> Attend internal AOC planning/mgmt meetings. Contractor shall provide up to ten 4-hour meetings in San Francisco or other Northern California locations. <input type="checkbox"/> Attend project meetings with the AOC and other AOC contractors to coordinate activities. The Contractor shall provide up to ten 4-hour meetings in Los Angeles area or other Southern California locations. <input type="checkbox"/> Coordinate technical activities for this Work Authorization with other AOC activities at Court facilities. <input type="checkbox"/> Provide assistance, guidance, and review of overall policy development with help of AOC's extended transfer team members. <input type="checkbox"/> Other (please describe)			
2. 2.1 2.2 2.3 2.4 2.5	<input type="checkbox"/> Negotiations Support <input type="checkbox"/> In conjunction with AOC's legal and business staff, review and provide input on draft documents, agreements and other documents, to assist in transfer process. Contractor shall provide such support. <input type="checkbox"/> Participate in negotiation meeting upon request of AOC, including pre-meeting conference calls and post-negotiation meetings, either at site or by phone. Contractor shall provide participation by one or more key professional staff members as defined in Exhibit B of Master Agreement in negotiation meetings at sites where environmental issues are involved. <input type="checkbox"/> Participate in internal AOC meetings, along with other AOC contractors, to discuss Court requirements and resulting strategy. Contractor will provide such support at facilities, with no travel, as meetings are in San Francisco or by conference call. <input type="checkbox"/> Provide support to AOC by providing data, technical presentations, training, or special technical experts to discuss environmental issues affecting sites. <input type="checkbox"/> Other (please describe)	Rate	Est. Hrs.	Amount

State of California Standard Agreement

Contract No. ____ with ____

3.	<input type="checkbox"/> Due Diligence	Rate	Est. Hrs.	Amount
3.1	<input type="checkbox"/> Provide and/or coordinate performance of due diligence related to specific transactions, including Environmental Phase I and Phase II site assessments, property condition assessments, property site survey, review of encumbrances and other title documents, and other related due diligence documents. Contractor shall provide Phase I site assessments and Property Condition Assessments (PCAs) at all sites. (PCA is to assist AOC in determining current condition of property to account for maintenance and repairs cost of building and equipment.) Contractor shall provide Phase II sampling Work at sites to include eight (8) soil samples at surface and at depth analyzed for volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), pesticides, Poly Chlorinated Biphenyls (PCBs), metals, hexavalent chromium, TPH as gas, diesel, and motor oil. Contractor shall combine Phase I and Phase II results in one (1) report.			
3.2	<input type="checkbox"/> Provide compliance characterization and remedial activities for asbestos, lead based paint surveys, mold, PCBs, florescent light bulbs, underground vaults and storage tanks, radon gas and other hazardous materials. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide a level-of-effort for initial site reconnaissance and inspection/sampling.			
3.3	<input type="checkbox"/> Conduct site surveys to determine the property boundaries and verification of historic use of the facility.			
3.4	<input type="checkbox"/> Review and examine reports from other AOC contractors for adequacy and conclusions.			
3.5	<input type="checkbox"/> Other (please describe)			
4.	<input type="checkbox"/> Operations and Management Support	Rate	Est. Hrs.	Amount
4.1	<input type="checkbox"/> Provide environmental and health safety & compliance support. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide a level-of-effort of sixteen (16) hours per facility, with no travel.			
4.2	<input type="checkbox"/> Review of existing or development of new facility management operations policies and procedures including but not limited to spill prevention control and countermeasure plans, lead based paint (LBP) management plans, asbestos management plans, Poly Chlorinated Biphenyl (PCB) abatement plan, and other facility operating and maintenance plans, which may impact the environment. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide a level-of-effort of twenty (20) hours per facility with no travel.			
4.3	<input type="checkbox"/> Review existing permits and operations of the facility to access the actual or potential impact to the transfer. The Contractor shall provide a level-of-effort of eight (8) hours per facility, with no travel.			
4.4	<input type="checkbox"/> Other (please describe)			
5.	<input type="checkbox"/> Transactional Support			
5.1	<input type="checkbox"/> Provide GIS mapping and real property legal descriptions for use			

State of California Standard Agreement

Contract No. ____ with ____

5.2	in the property transfer process. The Contractor shall provide a level-of-effort of thirty (30) hours per facility.			
5.3	<input type="checkbox"/> Provide consulting services to facilitate transfer of permits. The Contractor shall provide a level-of-effort of sixteen (16) hours per/facility.			
5.4	<input type="checkbox"/> Conduct environmental analysis pursuant to the National Environmental Policy Act/California Environmental Quality Act (NEPA/CEQA) for AOC transactions. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide an initial level-of-effort for CEQA documentation submittals to California State Office of Planning and Research (OPR).			
	<input type="checkbox"/> Other (please describe)			

REQUESTED BY: _____
[Name of AOC Requester]

END OF ATTACHMENT

State of California Standard Agreement

Contract No. ____ with ____

**EXHIBIT E
ATTACHMENT 2
Contractor's Proposal**

(To be completed by Contractor and returned to AOC)

Period of Performance: Begin Date: _____
End Date: _____

AOC Assigned Work Auth. #: _____
Fiscal Year Funding Date: 2005

Note to Contractor: If a work schedule was requested on the Work Authorization Request Form, please supply the schedule here:

(Schedule Details)

<p>1.</p> <p>1.1</p> <p>1.2</p> <p>1.3</p> <p>1.4</p> <p>1.5</p> <p>1.6</p>	<p><input type="checkbox"/> General Consulting Support</p> <p><input type="checkbox"/> Interact and strategize with the AOC Project Team for purpose of:</p> <p style="padding-left: 20px;">a. Providing support for and development of real property transfer strategies and procedures for implementing the strategies;</p> <p style="padding-left: 20px;">b. Providing support for review/development of Memoranda of Understanding (MOUs) between the AOC and counties; and</p> <p style="padding-left: 20px;">c. Develop standard templates for environmental due diligence reporting, property condition assessment reporting, etc.</p> <p><input type="checkbox"/> Attend internal AOC planning/mgmt meetings. Contractor shall provide up to ten 4-hour meetings in San Francisco or other Northern California locations.</p> <p><input type="checkbox"/> Attend project meetings with the AOC and other AOC contractors to coordinate activities. The Contractor shall provide up to ten 4-hour meetings in Los Angeles area or other Southern California locations.</p> <p><input type="checkbox"/> Coordinate technical activities for this Work Authorization with other AOC activities at Court facilities.</p> <p><input type="checkbox"/> Provide assistance, guidance, and review of overall policy development with help of AOC's extended transfer team members.</p> <p><input type="checkbox"/> Other (please describe)</p>	<p>Rate</p>		
<p>2.</p> <p>2.1</p> <p>2.2</p> <p>2.3</p>	<p><input type="checkbox"/> Negotiations Support</p> <p><input type="checkbox"/> In conjunction with AOC's legal and business staff, review and provide input on draft documents, agreements and other documents, to assist in transfer process. Contractor shall provide such support.</p> <p><input type="checkbox"/> Participate in negotiation meeting upon request of AOC, including pre-meeting conference calls and post-negotiation meetings, either at site or by phone. Contractor shall provide participation by one or more key professional staff members as defined in Exhibit B of Master Agreement in negotiation meetings at sites where environmental issues are involved.</p> <p><input type="checkbox"/> Participate in internal AOC meetings, along with other AOC contractors, to discuss Court requirements and resulting strategy. Contractor will provide such support at facilities, with no travel, as meetings are in San Francisco or by conference call.</p>	<p>Rate</p>	<p>Est. Hrs.</p>	<p>Amount</p>

State of California Standard Agreement

Contract No. ____ with ____

2.4	<input type="checkbox"/> Provide support to AOC by providing data, technical presentations, training, or special technical experts to discuss environmental issues affecting sites.			
2.5	<input type="checkbox"/> Other (please describe)			
3.	<input type="checkbox"/> Due Diligence	Rate	Est. Hrs.	Amount
3.1	<input type="checkbox"/> Provide and/or coordinate performance of due diligence related to specific transactions, including Environmental Phase I and Phase II site assessments, property condition assessments, property site survey, review of encumbrances and other title documents, and other related due diligence documents. Contractor shall provide Phase I site assessments and Property Condition Assessments (PCAs) at all sites. (PCA is to assist AOC in determining current condition of property to account for maintenance and repairs cost of building and equipment.) Contractor shall provide Phase II sampling Work at sites to include eight (8) soil samples at surface and at depth analyzed for volatile organic compounds (VOC), semi-volatile organic compounds (SVOC), pesticides, Poly Chlorinated Biphenyls (PCBs), metals, hexavalent chromium, TPH as gas, diesel, and motor oil. Contractor shall combine Phase I and Phase II results in one (1) report.			
3.2	<input type="checkbox"/> Provide compliance characterization and remedial activities for asbestos, lead based paint surveys, mold, PCBs, florescent light bulbs, underground vaults and storage tanks, radon gas and other hazardous materials. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide a level-of-effort for initial site reconnaissance and inspection/sampling.			
3.3	<input type="checkbox"/> Conduct site surveys to determine the property boundaries and verification of historic use of the facility.			
3.4	<input type="checkbox"/> Review and examine reports from other AOC contractors for adequacy and conclusions.			
3.5	<input type="checkbox"/> Other (please describe)			
4.	<input type="checkbox"/> Operations and Management Support	Rate	Est. Hrs.	Amount
4.1	<input type="checkbox"/> Provide environmental and health safety & compliance support. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide a level-of-effort of sixteen (16) hours per facility, with no travel.			
4.2	<input type="checkbox"/> Review of existing or development of new facility management operations policies and procedures including but not limited to spill prevention control and countermeasure plans, lead based paint (LBP) management plans, asbestos management plans, Poly Chlorinated Biphenyl (PCB) abatement plan, and other facility operating and maintenance plans, which may impact the environment. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide a level-of-effort of twenty (20) hours per facility with no travel.			
4.3	<input type="checkbox"/> Review existing permits and operations of the facility to access the actual or potential impact to the transfer. The Contractor shall provide a level-of-effort of eight (8) hours per facility, with			

State of California Standard Agreement

Contract No. ____ with ____

4.4	no travel. <input type="checkbox"/> Other (please describe)			
5. 5.1 5.2 5.3 5.4	<input type="checkbox"/> Transactional Support <input type="checkbox"/> Provide GIS mapping and real property legal descriptions for use in the property transfer process. The Contractor shall provide a level-of-effort of thirty (30) hours per facility. <input type="checkbox"/> Provide consulting services to facilitate transfer of permits. The Contractor shall provide a level-of-effort of sixteen (16) hours per/facility. <input type="checkbox"/> Conduct environmental analysis pursuant to the National Environmental Policy Act/California Environmental Quality Act (NEPA/CEQA) for AOC transactions. As actual costs cannot be estimated at this time due to lack of site specifics, the Contractor shall provide an initial level-of-effort for CEQA documentation submittals to California State Office of Planning and Research (OPR). <input type="checkbox"/> Other (please describe)			
Total Not to Exceed Amount:				

Key Personnel List:

Project Manager: _____

Other Key Personnel (list if applicable)

CONTRACTOR:

BY: _____
 [Signature of Authorized Agent of Contractor]

PRINTED NAME: _____

TITLE: _____

DATE: _____

THE STATE:

BY: _____
 [Signature of Authorized Agent of Contractor]

PRINTED NAME: _____

TITLE: _____

DATE: _____

END OF ATTACHMENT

**EXHIBIT E
ATTACHMENT 3
ACCEPTANCE & SIGNOFF FORM**

Work Authorization No. _____

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

*END OF ATTACHMENT
END OF EXHIBIT*