

**STANDARD AGREEMENT** —  
STD. 2 (REV. 5-91)

Contract Number	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("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 455 Golden Gate Ave. San Francisco, CA 94102	, hereafter called the AOC, 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 AOC hereinafter expressed, does agree to furnish to the AOC services and materials as follows:

Incorporated into this Agreement herewith, and attached hereto, are the following documents ("Contract Documents"): (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Task Order Authorization Process and Payment Provisions; (4) Exhibit D, Statement of Work, (5) Exhibit E Construction Project Request Form, (6) Exhibit F, Task Order and (7) Exhibit G, Acceptance and 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, and Exhibit D. Any Amendments, starting with the most recent, shall take precedence over the existing Agreement.

As set forth in this Agreement, the Contractor agrees to provide the Work as specified in subsequently issued Task Orders.

The term of this Agreement begins on the Effective Date and concludes on \_\_\_\_\_, unless otherwise extended by amendment of this Agreement.

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, Administrative Office of the Courts	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.)
BY (AUTHORIZED SIGNATURE) <input type="checkbox"/>	BY (AUTHORIZED SIGNATURE) <input type="checkbox"/>
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.
SIGNATURE OF ACCOUNTING OFFICER <input type="checkbox"/>		B.R. NO.
		DATE

*Department of General Services  
Use Only*

EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL.

CONTRACTOR    
  STATE AGENCY    
  DEPT. OF GEN. SER.    
  CONTROLLER

**EXHIBIT A**  
**STANDARD PROVISIONS**

1. Indemnification

Contractor 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, contractors, 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) Contractor or any of its employees' or Subcontractor's negligent acts, omissions, or intentional misconduct;
- (b) Contractor's breach of its obligations under this Agreement;
- (c) Contractor or any of its employees' or Subcontractor's violation of any applicable law, rule, or regulation; and/or
- (d) Any claim or lawsuit by any third party, contractor, Subcontractor, 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 Contractor or any of its Subcontractors, or employees when such claim arises from, is related to, or is in connection with Contractor's performance under this Agreement.

This article does not require the Contractor 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

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

3. Termination for Cause

The State may terminate this Agreement or any individual Task Order, and be relieved of the payment of any consideration to Contractor for any Work not yet completed and accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the Agreement or a Task Order is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform the Work shall be deducted from any sum due Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to Contractor upon demand.

4. No Assignment

Without the written consent of the State, 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 for Work specified in Task Orders issued under this Agreement shall in no event exceed the Task Order 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 authorized Work.

*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. Additional terms may be defined in authorized Task Orders, however, the definition of a term defined in a Task Order shall apply only within the Task Order in which it is defined.

- A. “**Acceptance**” means the written acceptance issued to Contractor by the State’s Project Manager after Contractor has completed a Deliverable, in compliance with this Agreement, including without limitation, D, the Statement of Work and the applicable Task Order.
- 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. The “**Agreement**” constitutes the entire integrated agreement between the State and Contractor, and includes the Contract Documents incorporated by reference into a fully executed State Standard Agreement form. The term “**Contract**” may be used interchangeably with the term “**Agreement**.”
- D. “**Amendment**” means a written document issued by the State and signed by Contractor which alters the Agreement or a Task Order authorized under the Agreement and which identifies the following: (1) a change in the Work; (2) a change in the “Total Amount Encumbered to Date” under a Task Order; or (3) an adjustment to the Agreement terms.
- E. “**Business Day**” means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.
- F. “**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.
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures,

State of California Standard Agreement  
Contract No. with

contracting with the State to do the Contract Work. Contractor is one of the parties to this Agreement.

- H. **“Court(s)”** or **“Trial Court(s)”** means one or more of the fifty-eight (58) superior courts in the California state trial court system.
- I. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. **“Day”** means calendar day.
- K. **“Deliverable(s)”** means and includes any tangible item provided or to be provided under this Agreement, including written reports. Services may be performed in pursuit of providing Deliverable(s), however, a Deliverable may not consist solely of the performance of Services.
- L. **“Deliverable Basis”** means that the Services provided under a Task Order shall result in the provision of a Deliverable or Deliverables.
- M. **“Expenses”** means and includes both Travel and Living Expenses and Reimbursable Expenses.
- N. **“Firm Fixed Price”** means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables in a Task Order.
- O. **“Firm Fixed Price Basis”** means that the Contractor shall receive, as full and complete compensation for the provision of Deliverable(s), Firm Fixed Price(s), which shall constitute complete compensation for all costs, expenses, and efforts incurred by Contractor in provision of the Deliverable(s).
- P. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither 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.
- Q. **“Key Personnel”** refers to Contractor’s personnel or personnel of Subcontractors that are named in Task Orders, whom the State has approved to perform specific Work. Qualifications of Key Personnel are provided in any resumes set forth in or attached

State of California Standard Agreement  
Contract No. with

to Task Orders. Work and roles of Key Personnel are as set forth in this Agreement and in Task Orders.

- R. “**Material**” means all types of tangible personal property, including but not limited to reports, goods, supplies, equipment, commodities, and information and telecommunication technology.
- S. “**Notice**” means a written document as required by 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 hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- T. “**Project**” refers to all activity relative to an individual Task Order executed under this Agreement, including the Work of Contractor and its Subcontractors and the responsibilities of the State and the State’s representatives.
- U. “**Proposal**” means a written document that Contractor shall submit to the State in response to a Services Request Form, as further specified in Exhibit E.
- V. “**Reimbursable Expenses**” means specific expense(s) incurred or to be incurred by Contractor and/or its Subcontractor(s) in pursuit of performance of the Work, as further specified in Task Orders.
- W. “**Service(s)**” means and includes action(s) specified in a Task Order that shall be performed by the Contractor’s or its Subcontractor’s employees. Services may or may not result in the provision of Deliverables.
- X. “**Services Request Form**” means a written document that the State shall submit to Contractor when requesting a Proposal, as further specified in Exhibit E-1.
- Y. The “**State**” refers to the Judicial Council of California / Administrative Office of the Courts (“**AOC**”).
- Z. “**Statement of Work**” means and includes a description of Services and Deliverables to be provided according to Task Order authorized according to this Agreement.
- AA. “**State Standard Agreement**” means the form used by the State to enter into agreements with other parties. An originally signed, fully executed version of the State Standard Agreement form, together with the integrated Contract Documents, shall constitute the “**Agreement**”. State Standard Agreement Forms (Exhibit F) shall also be used to authorize Task Orders under this Agreement.
- BB. “**Subcontractor**” shall mean and include any individual, firm, partnership, agent, 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 this

State of California Standard Agreement  
Contract No. with

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, agents, suppliers, and/or materialmen.

- CC. **"Task Order"** is a written document, substantially in the form of Exhibit E, that specifies the Work to be provided, the price of the Work, and any Expenses, if allowable, applicable to the performance of the Work, which, when signed by both Parties as specified in the Task Order process of this Agreement becomes binding upon them.
- DD. **"Third Party"** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, that is not a party to this Agreement.
- EE. **"Time and Materials Not to Exceed Basis"** means that the Contractor shall be compensated for Work actually performed on an Hourly Basis, and, if specified in a Task Order, compensated separately for Expenses, but not in total to exceed the "Total Amount Encumbered to Date" for that Task Order.
- FF. **"Travel and Living Expenses"** means expenses for travel and living costs incurred or to be incurred by Contractor's employees or Contractor's Subcontractor's employees in pursuit of performance of the Work, as further specified in Exhibit C.
- GG. **"Work"** means and includes the provision of Services alone and/or Services that result in the provision of Deliverables.

2. Manner of Performance of Work

Contractor shall provide, and shall act to ensure that its Subcontractors shall provide that all Work specified in these Contract Documents is performed to the State's satisfaction, in compliance with the standards specified in Exhibit D and in authorized Task Orders, and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Standard of Professionalism

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

4. Services Warranties

- A. Contractor warrants and represents that its employees and its Subcontractors employees assigned to perform Services under this Agreement have the appropriate required credentials in the specified area(s) of competence required by the regulations cited in Exhibit D and/or an authorized Task Order; or, if no credentials are cited in Exhibit D or an authorized Task Order, the skills, training, and background reasonably commensurate with his or her level of performance or

State of California Standard Agreement  
Contract No. with

responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.

- B. Contractor warrants that the Services provided hereunder will conform to the standards established by this Agreement and its authorized Task Orders.
- C. 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.
- D. Contractor warrants that the Services will be performed on time and according to the applicable schedule or within the dates specified in Task Order(s).
- E. Contractor warrants that the Services to be provided hereunder will conform to the requirements of the Statement of Work of this Agreement and as provided in the Task Orders authorized hereunder. This warranty shall begin upon the date of the State's final payment for the Services provided under a Task Order, and shall extend for a period of 180 Days thereafter ("Warranty Period"). If the State identifies defect(s) in the Services provided during the Warranty Period, Contractor shall either re-perform the Services or otherwise remedy the defect to the satisfaction of the State. Contractor shall (unless a longer period is agreed to in writing with the State's Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the State be responsible for any costs incurred by Contractor to remedy any deficiencies in the Services
- F. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, the Court(s), the Counties and/or any other customer agencies or other beneficiaries of the Services provided hereunder.
- G. Contractor agrees that absent any material change to the specifications for the Work, Contractor shall provide all of the Work specified in the Task Order for the "Total Amount Encumbered to Date" applicable to the Task Order.

5. Acceptance of Deliverables

- A. The State's Project Manager shall be responsible for the sign-off acceptance of all Deliverables required and performed/submitted pursuant to this Agreement. Upon successful completion of a Deliverable, Contractor shall provide the State's Project Manager with a completed Acceptance and Signoff Form (Exhibit G). The State's Project Manager will apply the standards established in Exhibit D and the authorized Task Order and the acceptance criteria set forth in subparagraph B of this article, as appropriate, to determine the acceptability of the Deliverable provided by Contractor. If the State's Project Manager rejects the Deliverable, the parties agree to any dispute(s) resulting from such rejection(s) will be resolved as set forth in this article.

State of California Standard Agreement  
Contract No. with

- B. Acceptance Criteria for Deliverables (“**Criteria**”) provided by Contractor pursuant to this Agreement include:

Timeliness: The Work was provided on time; according to schedule;

Completeness: The Deliverable contained all of the, Data, Materials, and features required by the Agreement and the Task Order; and

Technical accuracy: The Deliverable complied with the standards of this Agreement and the Task Order, or, if this Agreement and the Task Order lack a standard for provision of the Work, the currently generally accepted industry standard.

- C. Contractor shall provide the Deliverable to the State, in accordance with direction from the Project Manager and as provided for in Exhibit D and the authorized Task Order. The State shall accept the Deliverable, provided that Contractor has delivered the Deliverable in accordance with the Criteria. The State’s Project Manager shall assign the Acceptance and Signoff Form to notify Contractor of the Deliverable’s acceptability.
- D. If the State rejects the Deliverable provided, the State’s Project Manager shall submit to Contractor’s Project Manager a written rejection describing in detail the failure of the Deliverable as measured against the Criteria. If the State rejects the Deliverable, then 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 a resolution of the dispute is not reached between the State’s Project Manager and Contractor’s Project Manager as to the Deliverable’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 Deliverable 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 Deliverable and will notify Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Deliverable, the State may terminate this Agreement, or the individual Task Order applicable to said Deliverable, pursuant to the terms of Exhibit A - Standard Provisions article 3...

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 Contractor shall be transferred to the State.

7. Ownership

Any interest of Contractor or any of its Subcontractors in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings prepared by Contractor or its Subcontractors in its performance of Work under this Agreement shall become the

State of California Standard Agreement  
Contract No. with

property of the State. Upon the State's written request, or upon any termination of this Agreement or any Task Order Contractor shall assign and/or shall act to ensure that its Subcontractor's assign any such interest to the State and provide the State with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request. Contractor agrees and shall ensure that its Subcontractors agree 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. Contractor shall not, and shall ensure that its Subcontractors 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

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

9. Contractor's Personnel

- A. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Agreement.
- B. Contractor and/or its Subcontractors shall provide certain Key Personnel, including Contractor's Project Manager(s), to perform certain Work set forth in this Agreement and in Task Orders.
- C. Contractor's Project Manager shall:
  - Serve as the primary contact with the State's Project Manager and personnel;
  - Manage the day to day activities of Contractor and its Subcontractor's personnel;
  - Identify the appropriate resources needed;
  - Plan and schedule the Work;
  - Meet budget and schedule commitments;
  - Provide Progress Reports in accordance with this Agreement; and
  - Act to ensure the overall quality of the Work performed.
- D. The State reserves the right to disapprove the continuing assignment of any Key Personnel provided under this Agreement, if, in the State's opinion, the performance of Key Personnel is unsatisfactory. The State agrees to provide Notice to Contractor in the event it makes such a determination. If the State exercises this right, Contractor shall immediately assign replacement Key Personnel, possessing equivalent or greater experience and skills.
- E. If any of Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this Agreement and as further specified in any resumes referenced in Task Orders.

State of California Standard Agreement  
Contract No. with

- F. Contractor shall ensure that the same Key Personnel named in Task Orders are retained during the performance of the Work of that Task Order. However, Contractor may, with approval of the State's Project Manager, introduce substitute Key Personnel with specific skill sets/qualifications, or release Key Personnel whose skill sets/qualifications are no longer needed, if advance approval in writing is received from the State's Project Manager.
- G. If any of the Key Personnel identified as specified in an authorized Task Order terminate their employment during the period of performance of a Task Order, Contractor will provide a substitute acceptable to the State's Project Manager.
- H. If any Key Personnel become unavailable or are disapproved and Contractor cannot furnish a replacement acceptable to the State, the State may terminate this Agreement or the applicable Task Order for cause, pursuant to Exhibit A - Standard Provisions, article 3.

10. Background Checks

- A. If the Contractor assigns persons (whether employees, independent contractors, subcontractors or agents) to perform work under this Agreement that requires that the person have access to the systems (whether on-site or by remote access) or premises of the AOC or other Judicial Branch entities, the AOC shall have the right, but not the obligation, to conduct a background check or to require the Contractor to conduct a background check, as permitted by law, on all such persons before the AOC will grant to such persons access to the AOC's or other judicial branch entities' premises or systems. The Contractor will cooperate with the AOC in performing such background check, and will promptly notify the AOC of any such person refusing to undergo such background check, and will reassign such person to perform other services. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the AOC. Costs incident to background checks are the sole responsibility of the Contractor.

11. Agreement Term and Renewals

- A. The initial term of the Agreement shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_.
- B. The term of this Agreement may be extended for three additional one-year periods at the sole option of the State.
- C. The parties agree that any extension of this Agreement is subject to a written Amendment.
- D. This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to execution of this Agreement by Contractor shall be at Contractor's own risk.
- E. Regardless of the expiration of this Agreement, the terms and conditions of this Agreement shall unless otherwise terminated as specified herein, continue to be

State of California Standard Agreement  
Contract No. with

binding upon any Task Order executed under this Agreement until the Work under said Task Order shall have been completed in full.

12. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions, article 3, the State may terminate this Agreement or any Task Order for convenience and without cause at any time upon providing Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- B. If the State terminates a Task Order authorized under this Agreement other than for cause, the State shall pay Contractor for the fair value of satisfactory Work rendered before the termination, not to exceed the Total Amount Encumbered to Date applicable to that Task Order.

13. 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 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:

The State will be liable only for payment in accordance with the terms of this Agreement for Work provided prior to the effective date of termination; and 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.

14. Notice:

- A. Any Notice of breach required by or with regard to this Agreement shall be in writing and shall be delivered as follows:
- B. Notice to the AOC shall be directed to:

State of California Standard Agreement  
Contract No. with

Mr. George Santore  
Senior Contract Specialist  
Judicial Council of California  
Administrative Office of the Courts – Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102

C. Notice to Contractor shall be directed to:

15. Subcontracting

Contractor shall not subcontract the Work to be provided under this Agreement unless Contractor has identified the Subcontractor in writing in a Proposal that is acceptable to and authorized by the State in a Task Order. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

16. Changes and Amendments

A. Changes or Amendments to any component of the Contract Documents, or to any authorized Task Order, can be made only with prior written approval from:

Mr. Grant Walker  
Business Services Manager  
Judicial Council of California  
Administrative Office of the Courts – Business Services  
455 Golden Gate Avenue  
San Francisco, CA 94102

B. Requests for said 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 a review of the request, a written decision shall be provided to Contractor. Amendments to the Agreement and its Task Orders shall be authorized via bilateral execution of a State Standard Agreement.

C. Any terms and/or conditions specified in a Task Order that purport to modify or that conflict with the provisions of the Agreement shall be null and void, and without effect.

17. Accounting System Requirement

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

18. Retention of Records

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 California 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. Contractor is also obligated to protect Data adequately against fire or other damage.

19. Audit

- A. 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. Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.
- B. Such Data shall at a minimum include:
- i. Contractor shall maintain a log and a file of time sheets for all authorized hours actually worked by Contractor's employees and its Subcontractor's employees under this Agreement. The log must include, but is not limited to, the following information: (1) name and title of the employee; (2) Subcontractor providing the employee, if applicable; (3) the dates and hours worked; (4) description of the Work performed; (5) hourly rate charged; and (6) Task Order Number of the Task Order under which the Work was performed. Upon the request of the State's Project Manager, Contractor shall provide copies of the log and time sheets.
  - ii. Contractor shall maintain a travel log and a file of original invoices for all authorized Travel and Living Expenses incurred by Contractor's employees and its Subcontractor's employees in performing the Work of this Agreement. The travel log must include, but is not limited to, the following information: (1) the beginning and ending dates of the trip; (2) Subcontractor providing the employee, if applicable; (3) the name and title of the personnel making the trip; (4) the beginning location of the trip and the destination; (5) the purpose of the trip; and (6) Task Order Number of the Task Order under which said expenses were incurred. Upon the request of the State's Project Manager, Contractor shall provide copies of the log and invoices applicable to said expenses.
  - iii. Contractor shall maintain a log and a file of original invoices for all authorized Reimbursable Expenses incurred by Contractor and its Subcontractors in performing Work authorized under this Agreement. The log must include, but is not limited to, the following information: (1) the party incurring the expenditure (Contractor or name of Subcontractor); (2) date of the expenditure; (3) the purpose of the expenditure; (4) description of the goods or services purchased; (5) the price of the expenditure; and (6) Task Order Number of the Task Order under which said expenses were incurred. Upon the

State of California Standard Agreement  
Contract No. with

request of the State's Project Manager, Contractor shall provide copies of the log and invoices applicable to said expenses.

- C. Upon the request of the State's Finance Division or the State's Project Manager, Contractor agrees to provide the logs of said Data pertaining to any particular Task Order requested, within 5 Business Days of request.

20. Insurance and Waiver of Claims

A. General Requirements:

- i. The Contractor shall, prior to commencement of any work on the Project, provide the AOC certificates of insurance, on forms acceptable to the AOC, as evidence that the required insurance, with specifications set forth in Section B, is in full force and effect. Where applicable, each certificate of insurance shall specifically provide verification that the AOC has been added as an additional insured on the insurance policy being referenced, and must clearly indicate that the policy of insurance shall not be materially changed or cancelled without ninety (90) days prior notice to the AOC. The originals of the Certificates of Insurance shall be addressed to the AOC Contracting Official named in this Agreement, with copies to the Project Manager.
- ii. All insurance policies required under this Exhibit B shall be in force until the end of the term of this Contract or acceptance of the Project, whichever comes later. The completed operations insurance required under section B.i shall extend for a period of three (3) years past the acceptance of the Project or termination of the Contract, whichever is later. If the required insurance expires during the term of the Contract, the Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance to the AOC. Renewal insurance certificates must be tendered to the AOC at least 10 days following the expiration of the previous insurance certificate.
- iii. The insurance required by sections B.i, B.ii and B.iv as well as any excess liability or umbrella liability insurance that the Contractor maintains in compliance with the terms of section B shall include the State of California; the Judicial Council of California; the Administrative Office of the Courts; the County of @ county location; and the Superior Court of California, County of @ county location, and their respective officers, consultants, representatives, agents and employees as additional insureds, but only with respect to liability arising out of the Work performed by the Contractor under this Contract.
- iv. The Contractor, and any insurer providing insurance required under the terms of section B shall waive any right of recovery it may have against the State of California; the Judicial Council of California; the Administrative Office of the Courts; the County of @ county location; and the Superior Court of California, County of @ county location, and their respective officers, consultants, representatives, agents and employees loss or damage to the Work, or for any

State of California Standard Agreement  
Contract No. with

liability arising out of any work performed by the Contractor under this Contract.

- v. The insurance policies required under section B shall contain a provision that coverage will not be materially changed or cancelled without ninety (90) days prior written notice to the AOC.
- vi. The Contractor shall be responsible for and may not recover from the AOC any deductible or self-insured retention that is connected to the insurance required under section B.
- vii. In the event the Contractor 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.
- viii. Any insurance required under section B shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California; the Judicial Council of California; the Administrative Office of the Courts; the County of @ county location; and the Superior Court of California, County of @ county location.
- ix. The AOC reserves the right to request certified copies of any of the insurance policies required under section B.

B. Specific Insurance Requirements. Prior to the commencement of any work on the Project, Contractor shall furnish to the AOC evidence of insurance as follows:

- i. Commercial Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) written on an occurrence form covering the Contractor and the AOC with limits of liability of not less than \$2,000,000 per occurrence and a \$2,000,000 per location annual aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for property damage resulting from explosion, collapse or underground hazard, or inadvertent construction defects. The products and completed operation liability coverage shall extent for a period of not less than three (3) years past the acceptance of the Project, or termination of the Contract, whichever is later. 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.
- ii. Commercial Automobile Liability: Automobile liability insurance with limits of not less than \$2,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the work to be performed under this Contract.
- iii. Workers' Compensation: Statutory workers' compensation insurance for all of the Contractor's employees who will be engaged in the performance of any work

State of California Standard Agreement  
Contract No. with

under this Contract including special coverage extensions where applicable and employer's liability with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, \$1,000,000 as the disease limit for each employee.

- iv. Builders Risk/Installation Coverage: Builder's Risk or Installation Insurance that covers the work to be performed under this Contract for direct physical loss or damage while in the course of transportation, erection, installation and completion with limits of liability equal to the final completed value of the Project. Included within the terms of coverage shall be all materials, supplies, machinery, fixtures, and equipment that will become a permanent part of the building on which the Work is being performed, and all temporary structures at the Work site that are to be used in or incidental to the fabrication, erection, testing, or completion of the Work to the extent that the values are included within the contract price

C. Waiver of Claims: The State, the Judicial Council of California, the Administrative Office of the Courts, the superior courts and appellate courts of the State of California, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State Entities for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Entities. Neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work;

D. NO PERSONAL LIABILITY: Neither the State, nor any other officer or employee of the State will be personally responsible for liabilities arising under the Contract.

21. Confidentiality

- A. Both the State and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to Contractor and/or its Subcontractors.
- B. 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 Contractor may disclose the State's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are performing Work authorized under this Agreement. All such employees

State of California Standard Agreement  
Contract No. with

and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor's clients and business.

- C. Contractor shall acquire no right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, 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.
- D. The State reserves the right to disclose all Work provided under this Agreement disclose to third parties for the purpose of validation of the Work.
- E. Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.

22. Trade Secret, Patent and Copyright Indemnification

- A. Contractor shall hold the Court(s), the State, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used by Contractor or its Subcontractors in connection with this Agreement.
- B. Contractor, at its own expense, shall defend any action brought against the Court(s) and/or the State, its officers, agents, and employees, to the extent that such action is based upon a claim that any Deliverable(s), Data or Materials supplied by Contractor or its Subcontractors infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against the Courts and/or the State its officers, agents, and employees, in any such action. Such defense and payment shall be conditioned on the following:  
  
That Contractor shall be notified within a reasonable time in writing by the State of any Notice of such claim; and,  
  
That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the Court(s) and/or the State shall have the option to participate in such action at its own expense.
- C. Should the Deliverable(s), Data, Materials, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit Contractor at its option and expense either to procure for the Court(s) and/ or the State the right to continue using the Deliverable, Data or Materials, or to replace or modify the same so that

State of California Standard Agreement  
Contract No. with

they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables, Data or Materials by the Courts and/or the State shall be prevented by injunction, Contractor agrees to take back such Deliverables, Data or Materials and make every reasonable effort to assist the Courts and/or the State in procuring substitute Deliverables, Data or Materials. If, in the sole option of the State, the return of such infringing Deliverables, Data or Materials makes the retention of other Deliverables, Data or Materials acquired from Contractor under this Agreement impractical, the State shall then have the option of terminating the applicable Task Order(s), or applicable portions thereof, or this Agreement in its entirety, without penalty or termination charge. Contractor agrees to take back such Deliverables, Data or Materials and refund any sums that the State has paid Contractor less any reasonable amount for use or damage.

- D. The foregoing states the entire liability of Contractor to the Courts and/or the State with respect to infringement of patents, copyrights, or trade secrets.

23. Permits and Licenses

The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, state, city, and county laws, rules, and regulations affecting Contractor and its Subcontractor(s) performance of the Work provided under this Agreement. The Contractor shall procure and keep in full force and effect, and shall ensure that its Subcontractors procure and keep in full force and effect, during the Term of this Agreement, all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

24. Conflict of Interest

- A. Contractor shall ensure that its officers and employees 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. Contractor and its officers and employees 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. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

- B. Contractor shall certify and shall require its Subcontractors to certify that:

Former State employees will not be awarded a contract for (a) two (2) years from the date of separation if that employee had any part in the decision making process relevant to this Agreement, or (b) 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 this Agreement within the twelve (12) month period of his or her separation from State service.

25. Covenant Against Gratuities

Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, Subcontractor or representative of Contractor, to any officer, official, agent, or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State will have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any Work which Contractor agreed to supply, which shall be borne and paid for by 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 this Agreement.

26. National Labor Relations Board

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

27. Drug-Free Workplace

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

28. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, 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. 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, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. Contractor shall comply and shall ensure that its Subcontractors 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

State of California Standard Agreement  
Contract No. with

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

29. 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.

30. California Law

This Agreement shall be governed by California law without regard to any conflict of law rules that would direct the application of the laws of any other jurisdiction. The Contractor irrevocably consents to personal jurisdiction in California.

31. 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.

32. 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.

33. Signature Authority

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

34. 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.

35. 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 written amendment to this Agreement.

*END OF EXHIBIT*

**EXHIBIT C**

**TASK ORDER AUTHORIZATION PROCESS  
and**

**PAYMENT PROVISIONS**

**.1. Task Order and Contract Amounts**

- A. The total amount the State may pay to Contractor under any individual Task Order authorized this Agreement for performing all Work, as well as all Travel and Living Expense and/or Reimbursable Expenses specified therein, shall not in any event exceed the Total Amount Encumbered to Date specified on the face of the Task Order Authorization Form applicable to that Task Order.
- B. The total amount the State may pay to Contractor under this Agreement (“Contract Amount”) shall not in any event exceed the total of all Total Amount(s) Encumbered to Date on all Task Orders authorized under this Agreement.

**.2. Task Order Authorization Process for Construction Projects**

- A. The State will authorize the performance of Work and spending of funds under this Agreement via written Task Order(s) which shall be substantially in the format provided in Exhibit E and authorized as specified in this Task Order process.
- B. The State’s Project Manager will provide Contractor on the job walk with an unsigned Services Request Form, describing the Construction Project, along with any Project specific drawings, specifications and permitting information. The State will complete the parts of the form designated as “State to Complete”. The State shall describe in full the Construction Services requested, including the location(s) at which they will be performed, as well as the tentative beginning and end dates for the Work. When complete, the State’s Project Manger will submit the unsigned Services Request Form and any other Project-specific documents to Contractor’s Project Manager.
- C. Upon receipt, Contractor will, based upon the Services requested by the State modify the Services Request Form, changing its title to “Proposal” and shall, in coordination with and with the agreement of the State’s designated Project Manger:
  - i. Assign and Provide Name and Address information of the Contractor’s Project Manager who will be assigned to this Task Order.

State of California Standard Agreement  
Contract No. with

- ii. Provide a Statement of Work. Provide a narrative work plan specifying the responsibilities of the parties and the Key Personnel with regard to performance of the Work, including any assumptions and/or conditions applicable to performance of the Work
- iii. If agreed to, provide revised start and completion dates for the Work, or provide a detailed Project Schedule detailing the critical path responsibilities for the Project.
- iv. Provide a list of Key Personnel who will be assigned to perform the Work. Identify any Subcontractor personnel as such.
- v. In the Price area of the form:
  - a. If the Services have been requested on a Deliverables Basis and a Fixed Price Basis, provide a description of the Services pertaining to each individual Deliverable along with the name of the Deliverable and a Firm Fixed Price for that Deliverable. If more than one Deliverable is requested, provide a grand total (“Grand Total”) of all Deliverables for the Task Order. Provide a schedule naming the Deliverables and identifying the Fixed Price to be paid for each Deliverable.
  - b. If the Services have been requested on a Deliverables Basis and a Time and Materials Not to Exceed Basis, provide a description of the Services pertaining to each individual Deliverable along with the name of the Deliverable and the name(s) and title(s) of Key Personnel that will perform the Services, their expected hours of Work, their applicable Hourly Rates, and total expected amount to be paid for each employee. Describe any expected Travel and Living Expenses that are expected to be incurred in pursuit of providing the Deliverable, using the AOC Travel and Living Expense Guidelines to cost out the Travel and Living Expense. Describe any Reimbursable Expenses that are expected to be incurred in pursuit of providing the Deliverable. Provide a total, for each Deliverable, including the cost of all Work to be performed on an Hourly Basis, all expected Travel and Living Expense, and all expected Reimbursable Expense. Provide a Grand Total of all Deliverables for the Task Order.
  - c. If the Services have been requested on a Time and Materials Not to Exceed Basis but not on a on a Deliverables Basis, provide a description of the Services and the name(s) and title(s) of Key Personnel that will perform the Services, their expected hours of Work, their applicable Hourly Rates, and total expected amount to be paid for each employee. Describe any expected Travel and Living Expenses that are expected to be incurred in pursuit of providing the Services, using the AOC Travel and Living Expense Guidelines to cost out the Travel and Living Expense. Describe any Reimbursable

State of California Standard Agreement  
Contract No. with

Expenses that are expected to be incurred in pursuit of providing the Work. Provide a Grand Total of the Hourly Work, Travel and Living Expense, and Reimbursable Expense(s) applicable to the Task Order.

- vi. Upon completion of the above, Contractor shall submit the unsigned Proposal to the AOC's Project Manager via e-mail.
  - vii. Contractor Proposals so submitted are irrevocable for 20 Business Days following the day received by the State, or until the date scheduled for the start of the Work in the applicable Task Order, whichever event occurs sooner.
- D. If the State wishes to accept the Proposal and proceed with the Work, the State will notify the Contractor and shall provide via e-mail a Task Order consisting of the then current format of the State Standard Agreement Form 220 (Exhibit F ) authorizing the Proposal in the full amount specified in the Proposal and referencing the Proposal.
- E. Contractor shall sign two originals of the Task Order, which shall be sent to the State at following address:
- George Santore  
Senior Contract Specialist  
Business Services, Floor 7  
Administrative Office of the Courts  
455 Golden Gate Ave.  
San Francisco, CA 94102
- F. Upon receipt, the State shall, if it chooses to proceed with authorization of the Task Order, countersign both originals and return one original to the Contractor.
- G. Upon countersignature by the State, the Task Order shall, for the purposes of this Agreement, be considered authorized, and shall be binding upon the parties.
- H. Upon receipt of a signed Task Order, Contractor is authorized to begin the Work when and as specified in said Task Order.
- I. If the parties agree to revise an existing Task Order, the parties agree that such revisions are subject to the authorization of a revision to be performed in the same manner as authorization of the Task Order itself. Upon authorization, the revised Task Order shall supersede and override the existing Task Order.
- J. The State reserves the right to modify the forms provided in Exhibit F, as it deems necessary or appropriate, in its sole discretion, and will notify Contractor of any modification to said form prior to implementing the modified form(s). Any such modification(s) will be incorporated into this Agreement by an Amendment.
- K. Any commencement of Work and any expenditure made prior to Contractor's receipt of a signed Task Order shall be made at Contractor's sole risk.

State of California Standard Agreement  
Contract No. with

- L. The State's Project Manager named on the individual Task Order(s) shall monitor and evaluate Contractor's performance. All requests and communications between the State and the Contractor regarding the Work must make through the State's designated Project Managers.
- M. There is no limit on the number of Task Orders the State may issue under this Agreement.
- N. There will be no specific limitation on the minimum and/or maximum amount authorized under an individual Task Orders.
- O. The State does not guarantee that Contractor will receive any Construction Project Task Order(s) under this Agreement.

**.3. Taxes**

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on 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 Deliverables provided or Services rendered pursuant to this Agreement.

**.4. Invoicing Requirements**

Contractor shall invoice the State once monthly, with separate invoice for each Task Order summarizing all payments due under that Task Order in the previous calendar month.

Contractor shall submit one (1) original to:

Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction & Management  
Project Manager (Name and address designated on Task Order)

For Fixed Prices Task Orders Provided on a Deliverables Basis, Contractor shall invoice on successful acceptance of a Deliverable. Contractor's invoice(s) shall clearly specify:

- The Contract number;
- The Task Order Number provided on the Task Order.
- A unique invoice number;
- Contractor's name and address;
- Contractor's Taxpayer identification number (FEIN);
- Description of the Deliverable as specified in the Task Order

State of California Standard Agreement  
Contract No. with

- The Fixed Price of the Deliverable
- Preferred remittance address, if different from the mailing address
- The DVBE dollars expended, if DVBE commitments were made.

For Time and Materials Not to Exceed Basis Task Orders Provided On a Deliverables Basis, Contractor shall invoice on successful acceptance of a Deliverable. Contractor's invoice(s) shall clearly specify:

- The Contract number;
- The Task Order Number provided on the Task Order.
- A unique invoice number;
- Contractor's name and address;
- Contractor's Taxpayer identification number (FEIN);
- For each Deliverable accepted in the previous calendar month, provide separately by Deliverable:
  - Description of the accepted Deliverable, as specified in the Task Order
  - Names, Titles, Hours, Rates and Dates of Performance for all of Contractor or its Subcontractor employees for hours of Work actually incurred in providing that Deliverable during the previous calendar month, including a total for all such Work.
  - If the Task Order specifies that the Contractor is to be compensated for Travel and Living Expenses incurred in providing that Deliverable, the dates the expense was incurred, name of employee, and separate costs for air transportation, overnight lodging, private vehicle ground transportation (include origin, destination, and miles claimed).
  - If the Task Order specifies that the Contractor is to be compensated for Reimbursable Expenses incurred in providing that Deliverable, the date the expense was incurred, description of the expense, and amount of the expense.
- A grand total for all hours, Travel and Living Expenses, and Reimbursable Expenses billed on the invoice, individually for each Deliverable and in total for the invoice, with a grand total
- Preferred remittance address, if different from the mailing address
- The DVBE dollars expended, if DVBE commitments were made.

For Time and Materials Not to Exceed Basis Task Orders Not Provided On a Deliverables Basis, Contractor shall invoice as follows. Contractor's invoice(s) shall clearly specify:

- The Contract number;
- The Task Order Number provided on the Task Order.
- A unique invoice number;
- Contractor's name and address;
- Contractor's Taxpayer identification number (FEIN);

State of California Standard Agreement  
Contract No. with

- Names, Titles, Hours, Rates and Dates of Performance for all of Contractor or its Subcontractor employees for hours of Work actually incurred during the previous calendar month, including a total for all such Work.
- If the Task Order specifies that the Contractor is to be compensated for Travel and Living Expenses, the dates the expense was incurred, name of employee, and separate costs for air transportation, overnight lodging, private vehicle ground transportation (include origin, destination, and miles claimed).
- If the Task Order specifies that the Contractor is to be compensated for Reimbursable Expenses, the date the expense was incurred, description of the expense, and amount of the expense.
- A grand total for all hours, Travel and Living Expenses, and Reimbursable Expenses billed on the invoice.
- Preferred remittance address, if different from the mailing address
- The DVBE dollars expended, if DVBE commitments were made.

**.5. Retention:**

The AOC shall withhold payment of an amount equal to 10 percent from all payments made for invoices submitted as above and paid. Upon successful completion of all of the Services and, if applicable, successful provision of all Deliverables under a Task Order, Contractor shall invoice, and the AOC shall pay the total of all amounts retained.

**.6. Payment**

- i. The AOC will endeavor to pay invoices within thirty (30) days after receipt of a correct, itemized invoice. In no event shall the AOC be liable for interest or late charges for any late payments.
- ii. Payment shall be made by the AOC to the Contractor at the address specified on the invoice.
- iii. The AOC may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement or the Task Order.

**.7. Disallowance**

If the Contractor claims or receives payment from the AOC that is later disallowed by the AOC, the Contractor shall promptly refund the disallowed amount to the AOC upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

**.8. Payment Does Not Imply Acceptance of Work**

State of California Standard Agreement  
Contract No. with

The granting of any payment by the AOC, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory work in connection with this Agreement.

**.9. Release of Claims**

The acceptance by the Contractor of its final payment due under this Agreement shall be and shall operate as a release to the State and the AOC of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement (including every act and neglect of the AOC), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of all claims.

*END OF EXHIBIT*

**EXHIBIT D**  
**STATEMENT OF WORK**

**1. Project Description**

Contractor shall, as authorized, provide the Services specified in this statement of work (“Statement of Work”, “SOW”) and as may be further specified in Statement of Work specified in Task Orders authorized under this Agreement

**2. Schedule of Work**

The dates of performance and schedule applicable to the provision of the Work under this Agreement will be provided in authorized Task Order. Contractor agrees that it shall provide the Services of the specified Task Order within the dates of performance and according to said schedule.

**3. Statement of Work**

Contractor agrees to provide or perform, as specified in this Agreement, the following Services and tasks set forth in this section and as further elaborated in Task Orders when authorized under this Agreement, as well as any other services that are necessary, normal, customary, or incidental to the performance of Contractor’s responsibilities. Task Orders may contain additional terms and conditions regarding the Work that are applicable only to the Task Order in which authorized, however, no provision of a Task Order may act to modify or may conflict with the terms and conditions of this Agreement. Contractor agrees: Contractor to provide general construction services on various court facility projects in California on an as-needed basis. These projects involve renovation projects, program-wide projects, and infrastructure projects. Work will include a variety of construction related activities including new construction, modifications, renovation, and repairs at numerous Court facility locations throughout California including but is not limited to: general and specialized construction activities (ex. demolition, mechanical, electrical, plumbing, HVAC, security/fire systems, roofing, tile, cabinetry and workstation modifications or other incidental related work as directed by AOC project manager. It is anticipated that some projects may require some limited design services based on job walks conducted by the AOC project manager and for the purposes of obtaining permits. It is intended that the Contractor will deliver a total and complete construction project as requested. Contractor agrees to provide all necessary expertise and services to professionally and diligently perform the work authorized by Task Orders to be issued by the AOC. Contractor must be licensed as a general contractor in the State of California in order to provide the services. A Statement of Work will be provided with each Task Order; with any additional terms and conditions, the specifications, drawings, and any special conditions when applicable.

It is intended that for most projects, the AOC Project Manager will notify three Contractors. Contractors will be provided a basic description of the job, including time and location to meet. Contractors will meet with the AOC Project Manager at the site and the PM will advise what needs to be done during site walk. Depending on the job, the PM will also provide any appropriate drawings, specs and permitting information. The contractors will then develop and submit proposals based upon information received at the site walk. The contractors will estimate quantities and determine necessary construction tasks, develops a schedule to perform the work and submit a list of subcontractors who will be hired for the project. The selected proposal will be the one most

State of California Standard Agreement  
Contract No. with

acceptable to the AOC. The selected contractor will be issued a Task Order for execution which will authorize performance of the work.

*END OF EXHIBIT*

**EXHIBIT E**  
**CONSTRUCTION PROJECT SERVICES REQUEST FORM**

This Services Request is made by the Judicial Council of California Administrative Office of the Courts (“AOC”) under Agreement with Contractor N&A.

**State to Complete:**

The State’s Project Manager for this Services Request is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

OCCM Request No. \_\_\_\_\_

Date of Submission of OCCM Request: \_\_/\_\_/\_\_

Contractor Required Proposal Date (5 Business Days following date of receipt): \_\_/\_\_/\_\_

Task Order Details as Further Described in Attached Documents:

Description of Work Requested:

**Construction Services.** Contractor shall deliver a total and complete construction project as requested for \_\_\_\_\_ Project.

**Task Required.** Contractor shall perform the following general and specialized construction tasks:

**TECHNICAL CLARIFICATIONS**

This Scope of Work is based on (assumptions):

**Contractor to Complete:**

The Contractor's Project Manager for this Task Order shall be:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Agreed to Description of the Work (Statement of Work):

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Agreed to Modified Dates of Performance:

Start of the Work: \_\_/\_\_/\_\_  
Completion of the Work: \_\_/\_\_/\_\_

Detailed Project Schedule Attached

Date Scheduled	Responsible Party	Activity

Key Personnel to be Assigned to the Work:

State of California Standard Agreement  
Contract No. with

(Identify Subcontractor personnel)

\_\_(Name, Title)\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Price:

Item	Description	Amount
General Conditions		
Permit Fees		

Grand Total: \$ \_\_\_\_\_

Designated Subcontractor(s):

Name and Address \_\_\_\_\_  
Name and Address \_\_\_\_\_

Date of Contractor's Proposal: \_\_ / \_\_ / \_\_

END OF EXHIBIT

State of California Standard Agreement  
Contract No. with

State of California

**TASK ORDER**

**STANDARD AGREEMENT** —  
STD. 2 (REV.5-91) ID/IQ CM (7-6-06)

Task Order Number <b>@Business Svcs to supply</b>	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into as of @ day h day of @month and year ("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 <b>Business Services Manager</b>	ENTITY <b>Judicial Council of California, Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102</b>
CONTRACTOR'S NAME	, hereafter called the AOC", and  , hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the AOC hereinafter expressed, does agree to furnish to the AOC services and materials as follows:

THIS TASK ORDER IS ISSUED PURSUANT TO MASTER AGREEMENT @ The Task Order includes the following: (1) Attachment A, Agreement For Construction Project; (2) Attachment B, Provisions to the Task Order; Payment Terms; (3) Attachment C, Project Specific Insurance Certificates 4) Attachment D, Payment and Performance Bonds; (5 Attachment E, Task Order Scope and Schedules and Exhibit G, Task Order Acceptance and Signoff Form and any other documents specifically enumerated as incorporated elsewhere in the Agreement.

The Contractor shall provide construction services for Construction Project located in @county location County, as further specified in the Contract Documents (as defined in Exhibit A, the Agreement For Construction Project).

The term of this Agreement begins on the Effective Date and is complete upon final payment and release of final retention by the AOC.

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

<b>STATE OF CALIFORNIA</b>			<b>CONTRACTOR</b>			
ENTITY <b>Judicial Council of California, Administrative Office of the Courts</b>			CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.)			
BY (AUTHORIZED SIGNATURE) <input type="checkbox"/>			BY (AUTHORIZED SIGNATURE) <input type="checkbox"/>			
PRINTED NAME OF PERSON SIGNING <b>Grant Walker</b>			PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE <b>Business Services Manager</b>			ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT <b> @\$Buss Svcs to fill in</b>	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$0.00</b>	(OPTIONAL USE)					
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR	<b>EXEMPT FROM DEPARTMENT OF GENERAL SERVICES APPROVAL.</b>	
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 <input type="checkbox"/>			DATE			

CONTRACTOR    
  STATE ENTITY    
  DEPT. OF GEN. SER.    
  CONTROLLER

**ATTACHMENT “A”**

***AGREEMENT FOR CONSTRUCTION PROJECT***

Project Name: @ county location County Superior Court

1. Contractor shall furnish to the AOC for a total price of @ full price of the project, spelled out in words Dollars (\$ @full price) the construction services and other services necessary or incidental to complete the scope of work set forth in Exhibit “C” (collectively the “**Project**”).
2. The Project is located at (@ project address) (“**Site**”).
3. Services covered by this Task Order will be performed in accordance with the provisions set forth in the Agreement together with any attachments, exhibits or schedules and as provided herein (collectively “**Contract Documents**”).
4. The Project shall be completed within @ number of days to project Completion consecutive calendar days (“**Task Order Time**”) from the date specified in the Task Order. Contractor agrees that if the Project is not completed within the time agreed and/or pursuant to the completion schedule, or construction schedule, it is understood, acknowledged, and agreed that the AOC will suffer damage.
5. Contractor shall not commence the Project until the Contractor has submitted and the AOC has approved the performance bond, payment bond, and the endorsement(s) of insurance required under the Terms and Conditions of the Master Agreement and the Task Order and the Project Manager has issued a written Notice to Proceed.
6. Payment for the Project shall be made in accordance with Attachment B, the Provisions to Task Order/Payment Terms.

State of California Standard Agreement  
Contract No. with

7. The AOC's project manager for this Project is @ AOC Proj Mgr name ("**Project Manager**"). Inspection and acceptance of the Project shall be performed by the Project Manager and @AOC Inspection Manager. The AOC Contracting Official for this Agreement is George Santore, Senior Contract Specialist, at the following address: Finance Dept. - Business Services Unit, Judicial Council of California - Administrative Office of the Courts, 455 Golden Gate Ave, Floor 7, San Francisco, CA 94102-3688.

8. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

**ATTACHMENT "B"**

**PROVISIONS TO TASK ORDER/PAYMENT TERMS**

1. **NOTICE TO PROCEED:** The Project Manager will provide a written notice to proceed to Contractor with respect to the Project at which time Contractor will proceed with the Project.
2. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Project to be performed at the Site. Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements.
3. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to provide the services herein described.
4. **PREVAILING WAGE:** The Contractor shall comply with Labor Code, Section 1775. In accordance with Section 1775, the Contractor shall forfeit to the AOC \$50 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft, in which the worker is employed for any work executed under the Contract by the Contractor or by any Subcontractor in violation of the provisions of the Labor Code; and, in particular, Labor Code, Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.
  - (a) Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain from the AOC a copy of such prevailing wage rates, which the Contractor shall post at the Project site.
  - (b) Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation whatsoever will be allowed by the AOC due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the Bid Form.
  - (c) If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as listed inside the booklet or access on the Internet at [http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html). The rates thus determined

State of California Standard Agreement  
Contract No. with

shall be applicable as minimum from the time of initial employment.

- (d) The Contractor and each Subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or Subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the AOC, the Contractor's and Subcontractor's certified payroll records shall be furnished within 10 days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor.

5. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any work required for the Project shall be subject to the written approval of the Project Manager. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of the Work authorized in an executed Task Order, the Contractor shall be fully responsible to the AOC for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the AOC.

6. **TERMINATION:** If Contractor fails to perform the work for the Project to the satisfaction of the AOC, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the AOC shall have the right to terminate this Contract effective immediately upon the AOC giving written notice thereof to the Contractor. AOC shall also have the right in its sole discretion to terminate the Contract for its own convenience, in which case, the AOC will only be obligated to reimburse Contractor for the actual costs incurred by Contractor as of the date of termination, however, in no event, shall Contractor be entitled to be compensated for any loss of anticipated profits.

7. **SAFETY PRECAUTIONS AND PROGRAMS:**

7.1 **SAFETY OF PERSONS AND PROPERTY**

7.1.1 The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the performance of the Work.

7.1.2 The Contractor shall take precautions for safety and provide protection to prevent damage, injury or loss to:

.1 Employees working under the Contract and other persons who may be affected thereby;

State of California Standard Agreement

Contract No. with

- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 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.

7.1.3 The Contractor 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.

7.1.4 The Contractor 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 notifying the State, other owners and users of adjacent sites and utilities.

7.1.5 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work. The Contractor shall designate the Work Superintendent, or some other responsible member of the Contractor's organization who is at the Site, to be the person responsible for the prevention of accidents and the monitoring of the safety of the Work.

7.1.6 The Contractor shall remedy damage and loss to property referred to in Clauses 7.1.2.2 and 10.1.2.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 7.1.2.2 and 7.1.2.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Exhibit 1 Section 1.

7.1.7 The Contractor shall not permit any part of the Work or Project site to be loaded so as to endanger its safety.

7.1.8 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 Contractor, at the Contractor's sole expense, to close down the Work and not commence work again until all dangerous conditions are eliminated.

7.1.9 The Contractor, at the Contractor's own cost, shall rebuild, repair, restore and make good any and all damages to any portion of the Work affected by such causes before its acceptance.

7.2 **EMERGENCIES:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's sole discretion, to prevent any threatened damage, injury or loss. Additional compensation or extension of Contract Time claimed by the Contractor because of an emergency will be reviewed as provided in Section 8.

8. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the work for the Project, method of performance, the type of materials, or any other matter materially affecting the

State of California Standard Agreement  
Contract No. with

performance or nature of the Project shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid amendment to this Contract executed by the AOC. Contractor specifically understands, acknowledges, and agrees that the AOC shall have the right to request any alterations, deviations, reductions, or additions to the Project, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the AOC with all information requested to substantiate any cost of the change order and to inform the AOC whether the work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Project. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

9. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and includes the excavation of any trench deeper than five (5) feet, pursuant to Labor Code section 6705, Contractor must submit and obtain AOC acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the AOC may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the AOC.

11. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the AOC, any work necessary to correct errors or omissions that result from, or relate to, Contractor's failure to comply with the standard of care required for the work for the Project.

12. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the Project Manager.

13. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel who are working at the job Site and/or on the Project.

14. **CLEAN UP:** Contractor must remove debris from the Site on a weekly basis. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

15. **ACCESS TO PROJECT:** The AOC shall, at all times, have access to the Project while it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

16. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way

State of California Standard Agreement  
Contract No. with

any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the AOC in the form of an amendment to this Agreement.

17. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract. (TO section-need?)

18. **OCCUPANCY:** AOC reserves the right to occupy any buildings which are part of the Project at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Project covered by this Contract, nor shall such occupancy extend the date specified for completion of the Project.

19. **FORCE MAJEURE CLAUSE:** Contractor shall not be liable for any failure or delay in performance hereunder during the time and to the extent that it is prevented from obtaining delivery of goods or materials, or performing the work for the Project by an Act of God (e.g. flood, earthquake, fire due to lightning), strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the AOC, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

20. **PROGRESS PAYMENTS:** On a monthly basis, Contractor shall submit to the AOC an application for payment based upon the actual value for materials delivered or services performed under the Contract up to the last day of the previous month (“Application for Payment”). The Project Manager will review the Application for Payment and approve the Application for Payment if the Application for Payment is valid and correct. Within 45 days after the Project Manager’s approval of the Application for Payment, Contractor will be paid a sum equal to ninety percent of the amount invoiced in the Application for Payment (as verified, as applicable, by the Project Manager, Architect, and Inspector and certified by Contractor) The AOC may deduct from any payment an amount necessary to protect the AOC from loss because of: (1) any sums expended by the AOC in performing any of Contractor’s obligations under the Contract which Contractor has failed to perform or has performed inadequately; (2) defective work not remedied; (3) stop notices as required by California law (i.e. Civil Code sections 3181 et. seq.); (4) reasonable doubt that the Project can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (5) unsatisfactory prosecution of the work for the Project by Contractor; (6) unauthorized deviations from the Contract; (7) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by AOC during the prosecution of the work for the Project; (8) erroneous or false estimates by the Contractor of the value of the work performed; (9) any sums representing expenses, losses, or damages, as determined by the AOC, incurred by the AOC for which Contractor is liable under the Contract; and (10) any other sums which the AOC is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the AOC to deduct any of these sums from a progress payment shall not constitute a waiver of the AOC’s right to such sums.

21. **FAILURE TO ADOPT STATE BUDGET:** An event of default shall not occur if the AOC is unable to make any payment due hereunder because of the State of California’s failure to timely approve and adopt a State budget. If the AOC fails to make any payment(s) as a result of the State of California’s failure to timely approve and adopt a State budget, the AOC shall

State of California Standard Agreement  
Contract No. with

promptly pay any previously due and unpaid upon approval and adoption of the State budget.

22. **COMPLETION OF PROJECT:** Contractor shall notify the Project Manager in writing when the Project is complete. The AOC will accept completion of the Project and record the Notice of Completion when the entire Project had been completed to the satisfaction of the AOC. The AOC, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the Project has been completed to the satisfaction of the AOC, except for minor corrective items (“**Punch List Items**”), as distinguished from incomplete items.

23. **FINAL PAYMENT:**

The following conditions must be fulfilled prior to final payment:

- The AOC must have accepted the Project as complete in accordance with section 24 of this Exhibit;
- A duly completed and executed waiver and release upon final payment compliant with Civil Code section 3262 from the Contractor and each subcontractor and supplier;
- Contractor shall have delivered to the AOC all applicable written guarantees and warranties, including those of its subcontractors, if applicable;
- The Contractor shall have delivered to the AOC all applicable manuals; and
- The Contractor shall have completed final clean-up of the Site.

After 35 days have elapsed following the recordation of the Notice of Completion for the Project, the AOC will commence processing the final payment, and provide the final payment to Contractor as expeditiously as possible. The final payment shall be the amount of retention, less the following: (i) any amounts reasonably disputed by the AOC; (ii) 150 percent of the AOC’s estimate of any amount necessary to complete any Punch List Items which are still not complete; (iii) any amounts attributable to stop notices which the AOC is required to withhold under California law (i.e. Civil Code sections 3181 et. seq.).

24. **NO LIENS:** Contractor agrees that Contractor, and any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract, has no rights to lien any portion of the Site or any improvement or appurtenance thereon. Contractor specifically acknowledges, in accordance with Civil Code section 3109, that the Project and the Site are not subject to mechanics liens. In the event that any liens are recorded by Contractor or any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract, Contractor agrees to take whatever action is necessary to remove the lien against the Project or the Site, as applicable.

25. **LICENSES:** Contractor shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses required by law, in connection with the furnishing of materials, supplies, or services herein listed.

State of California Standard Agreement  
Contract No. with

26. **PERMITS:** Contractor will obtain all necessary grading and/or building permits applicable to the project and all fees will be paid directly by AOC.

27. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the work for the Project, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the AOC. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

28. **ANTI-DISCRIMINATION:** Contractor agrees to comply with all applicable Federal and California laws relating to discrimination against employees because of race, color, ancestry, national origin, or religious creed including, but not limited to the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).

29. **DISABLED VETERAN BUSINESS ENTERPRISES:** To the extent required by law, Contractor shall comply with all Disabled Veteran Business Enterprise (DVBE) requirements including any participation goals or good faith efforts, as the case may be, as required by Military and Veterans Code section 999 et seq. with respect to any services, materials or supplies provided under this Contract. Contractor agrees to provide the AOC with any requested relevant supporting documents and to maintain such documents for a period of three (3) years after final payment under this Contract. DVBE resources can be found at: <http://www.pd.dgs.ca.gov/dvbe/default.htm>, or by calling the Office of Small Business and DVBE Services at (916) 375-4940.

30. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Project until it has provided to the AOC in a form acceptable to the AOC, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Task Order Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the AOC.

31. **CONTRACTOR'S INSURANCE:** Contractor shall, during the terms of this Contract, maintain insurance in accordance with the requirements of Exhibit B, Special Provisions, Article 20, Insurance and Waiver of Claims.

32. **WARRANTY:** In addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of one year from the date of the AOC's recordation of a Notice of Completion for the Project, and at the AOC's sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the AOC, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the AOC is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the AOC for any costs incurred by the AOC with respect to repairing or replacing the

State of California Standard Agreement  
Contract No. with

work.

33. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the work for the Project except to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

34. **COMPLIANCE WITH LAWS:** Contractor shall provide all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the work for the Project. If Contractor observes that any of the work required by this Contract is at variance with any laws, ordinance, rules or regulations, Contractor must notify the AOC, in writing, and, at the sole option of the AOC, any necessary changes to the scope of the Project shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the AOC. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the AOC of the violation, Contractor shall bear all costs arising there from.

35. **DISPUTES:** In the event of a dispute between the parties as to performance of the work for the Project, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties will attempt to resolve the dispute through mediation. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the work for the Project.

36. **CERTIFIED PAYROLL RECORDS:** Contractor and its subcontractor(s) must keep accurate certified payroll records of employees and make them available to the AOC immediately upon request.

37. **LABOR CODE REQUIREMENTS:** Contractor must comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the AOC. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with section 1720, and including section 1735, 1777.5 and 1777.6, forbidding discrimination, and sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

38. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

39. **NOTICE:**

All notices to the AOC under this Task Order shall be given as follows:

State of California Standard Agreement  
Contract No. with

All notices and correspondence to the AOC must reference the Site, including the address of the Site.

To the AOC: Office of Court Construction and Management  
Attn: Project Manager  
@AOC Proj Mgr name, address, phone fax,

All notices to the Contractor under this Contract shall be given as follows:

To the Contractor: TBD  
Attn: TBD  
Address  
Telephone: ( ) -  
Fax: ( ) -

State of California Standard Agreement  
Contract No. with

**ATTACHMENT C**  
**PROJECT SPECIFIC INSURANCE CERTIFICATES**

State of California Standard Agreement  
Contract No. with

**ATTACHMENT D**

**PAYMENT AND PERFORMANCE BONDS**

**ATTACHMENT "E"**

**ADMINISTRATIVE OFFICE OF THE COURTS**

**@ COUNTY LOCATION COUNTY SUPERIOR COURT**

**TASK ORDER SCOPE AND SCHEDULES**

**EXHIBIT E**  
**CONSTRUCTION PROJECT SERVICES REQUEST FORM**

This Services Request is made by the Judicial Council of California Administrative Office of the Courts ("AOC") under Agreement with Contractor N&A.

**State to Complete:**

The State's Project Manager for this Services Request is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

OCCM Request No. \_\_\_\_\_

Date of Submission of OCCM Request: \_\_/\_\_/\_\_

Contractor Required Proposal Date (5 Business Days following date of receipt): \_\_/\_\_/\_\_

Task Order Details as Further Described in Attached Documents:

Description of Work Requested:

- III.**        **Construction Services.** Contractor shall deliver a total and complete construction project as requested for \_\_\_\_\_ Project.
- IV.**        **Task Required.** Contactor shall perform the following general and specialized construction tasks:

**TECHNICAL CLARIFICATIONS**

This Scope of Work is based on (assumptions):

**Contractor to Complete:**

The Contractor's Project Manager for this Task Order shall be:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Agreed to Description of the Work (Statement of Work):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreed to Modified Dates of Performance:

Start of the Work: \_\_/\_\_/\_\_  
Completion of the Work: \_\_/\_\_/\_\_

Detailed Project Schedule Attached

Date Scheduled	Responsible Party	Activity

State of California Standard Agreement  
Contract No. with

Key Personnel to be Assigned to the Work:  
(Identify Subcontractor personnel)

\_\_(Name, Title)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Price:

Item	Description	Amount
General Conditions		
Permit Fees		

Grand Total: \$ \_\_\_\_\_

Designated Subcontractor(s):

Name and Address \_\_\_\_\_

Name and Address \_\_\_\_\_

Date of Contractor's Proposal: \_\_/\_\_/\_\_

END OF EXHIBIT  
**EXHIBIT G**

**ACCEPTANCE AND SIGNOFF FORM**

**For Task Order No. \_\_\_\_\_**

Date submitted by Contractor: \_\_\_\_\_

Deliverable Name: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of California Standard Agreement  
Contract No. with

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

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

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.

Work is unacceptable as noted above.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*END OF EXHIBIT*

*END OF AGREEMENT*