

**STANDARD AGREEMENT** —

STD. 2 (REV.5-91)

Contract Number	Amendment Number
Federal Employer ID Number	

THIS AGREEMENT, made and entered into this \_\_\_\_th day of \_\_\_\_\_, 2009 (“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 Senior Manager, Business Services	ENTITY Judicial Council of California Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102	, hereafter called the State and
CONTRACTOR'S NAME		, hereafter called the Contractor.

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

Incorporated into this Agreement herewith, and attached hereto, are the following Contract Documents: (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; and (4) Exhibit D, Work to be Performed. 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 Contract Documents.

The Contractor will provide the AOC with land surveying Servicers, as further specified in Exhibit D.

The maximum amount that the State may pay to the Contractor under this Agreement shall not exceed \$\_\_\_\_\_.

This Agreement shall be effective upon the Effective Date and shall, unless otherwise extended or terminated as specified herein, expire upon \_\_\_\_(+1 yr). The State shall have the unilateral right to extend this Agreement for three additional periods of one year duration by providing written notice to the Contractor on or before the expiration date.

Except as expressly provided in the Agreement, no liability shall attach to the State by reason of entering into 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) ▷		BY (AUTHORIZED SIGNATURE) ▷			
PRINTED NAME OF PERSON SIGNING Grant Walker		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Senior Manager Business Services		ADDRESS Attn:			
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$0.00</b>	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE		<i>Department of General Services Use Only</i>  EXEMPT FROM DEPARTMENT OF GENERAL SERVICE APPROVAL.	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$0.00</b>	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$0.00</b>	ITEM	CHAPTER	STATUTE		FISCAL YR
OBJECT OF EXPENDITURE (CODE AND TITLE)					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE			

CONTRACTOR     STATE ENTITY     DEPT. OF GEN. SER.     CONTROLLER

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

1. Indemnification

The 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) the Contractor's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the professional Services provided under the terms of this Agreement
- (b) the Contractor's breach of its obligations under this Agreement,
- (c) the Contractor's violation of any applicable law, rule, or regulation, and
- (d) a claim from or lawsuit by a third party, contractor, subcontractor, supplier, or worker, or any other person, firm, or corporation, (i) furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Agreement, or (ii) who may be injured or damaged by the Contractor or its agents or employees arising from, related to, or in connection with, the Contractor's performance of this Agreement.

This paragraph 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

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

3. Termination for Cause

The AOC may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the material provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the AOC may proceed with the Work in any manner it deems proper. The cost to the AOC to

perform this Agreement shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Contractor shall not voluntarily or involuntarily assign (e.g. assignment by operation of law), encumber, or otherwise transfer or delegate all or any interest in, or any obligations undertaken under this Agreement. Any voluntary assignment by Contractor or assignment by operation of law (e.g. involuntarily assignment) of any portion of Contractor's interest in this Agreement shall be deemed a default allowing the AOC to exercise all remedies available to it under applicable law.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

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

7. Consideration

The consideration to be paid to Contractor under this Agreement shall in no event exceed the total amount encumbered to date on the face of this Agreement. 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, efforts, materials, costs and expenses incurred in the performance of this Agreement.

*END OF EXHIBIT*

**EXHIBIT B**  
**SPECIAL PROVISIONS**

1. Definitions

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

- A. "**Administrative Director**" refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the AOC.
- B. "**Amendment**" means a written document issued by the AOC and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**AOC**" refers to the Judicial Council of California / Administrative Office of the Courts, a State entity chartered under the Judicial Branch of the government of the State of California, which has all authority necessary to act on behalf of and to bind the State with regards to this Agreement.
- D. "**Confidential Information**" means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State's business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. "**Contract**" means and includes the documents ("**Contract Documents**") explicitly named on the face of the executed State Standard Agreement Form signed to enter into this Agreement as well as any other documents explicitly referred to therein and constitutes the entire integrated agreement between the State and the Contractor. The term Agreement ("**Agreement**") may be used interchangeably to refer to the Contract.
- F. "**Contract Amount**" means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- G. The "**Contractor**" means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the AOC to provide the Services specified in this Agreement. The Contractor is one of the parties to this Agreement.

- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- K. “**Key Personnel**” refers to any of Contractor’s personnel explicitly named in Exhibit D, Contractor’s Key Personnel, whom the AOC has identified and approved to perform the Work of the Contract. Qualifications of Key Personnel are represented by the resumes set forth in Exhibit D. Roles of Key Personnel are set forth in Exhibit D, Work to be Performed.
- L. “**Material**” means all types of tangible property, including but not limited to goods, reports, supplies, equipment, commodities, and information and telecommunication technology.
- M. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. 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
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- N. “**Project**” refers to all activities taken or be undertaken as a result of this Agreement including activity of the Contractor, its Subcontractors, the State and/or the State’s representatives.
- O. “**Service(s)**” refers to the action(s), labor, or effort(s) provided or that shall be provided by the Contractor in fulfillment of Contractor’s obligations under this Agreement, as further elaborated in Exhibit D and this Agreement. Services may be

grouped to include Tasks, and may result in the provision of Deliverables as further specified in this Agreement.

- P. The “**State**” refers to the State of California.
- Q. “**State Standard Agreement Form**” means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual “**Contract Counterpart.**”
- R. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of this Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and material men.
- S. “**Task(s)**” means one or more Services, if specified in the Contract Documents, to be performed by the Contractor.
- T. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor. A Third Party is not a party to this Agreement.

2. Manner of Performance of Work

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

3. Standard of Professionalism

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

4. Services Warranty

- A. Contractor warrants and represents that each of its employees, Subcontractors, independent contractors or agents assigned to perform any Services or provide any technical assistance in planning, development, training, consulting or related Services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner and shall have all credentials in the specified area(s) of competence required under the applicable law.
- B. Contractor warrants that the Services to be provided hereunder will conform to the requirements of this Agreement. This warranty shall begin upon the date of the

State's payment for the Services provided and shall extend for a period of 180 Days thereafter ("Warranty Period"). If the AOC identifies defect(s) in the Services provided during the Warranty Period, the State shall notify the Contractor in writing, citing the defect, and Contractor shall either, at the option of the AOC, reperform the Services, perform additional similar Services for an additional period at no cost, 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.

- 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. If agreement cannot be reached between the AOC's Project Manager and the Contractor as to the acceptability of the Service(s) 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 Service(s) to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the AOC will notify the Contractor in writing of such action and the reason(s) for so doing and the AOC may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A.

5. Licenses:

- A. Contractor warrants and represents that Contractor itself has, and will maintain throughout the duration of this Agreement, appropriate licensure as a Licensed Surveyor or Registered Civil Engineer pursuant to the requirements of Chapter 15, California Business and Professions Code, beginning at section 8700 et. seq. and any other license(s) required under law to provide the Service(s) contemplated by this Agreement.
- B. Contractor warrants and represents that Contractor shall ensure that any of its employees or subcontractors providing Service(s) contemplated by this Agreement have all license(s) required under law to provide that Service(s).
- C. All Land Surveys must be performed by, or under the direct supervision and with the review and approval of, a registered professional land surveyor who must at all times during which a survey is being performed be licensed in the State of California by the board for Professional Engineers and Land Surveyors under the Professional Land Surveyor's Act amended and effective as of January 1, 2010.

If the possession of any other license(s) is/are required under law for the performance of Service(s) other than as noted above, Contractor warrants and

represents that that Service(s) will either be performed by appropriately licensed individuals or under the direct supervision and subject to the approval of appropriately licensed individuals.

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

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

7. Ownership of Results

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

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

8. Key Personnel

- a. The Contractor shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the Services. The Contractor has been selected to perform the Services herein, in part, because of the skills and expertise of the key individuals and/or firms (collectively "Contractor's Key Personnel") that are listed in Exhibit D. Substitution or replacement of the individuals and/or firms identified in Exhibit F is not allowed except with written approval of the AOC.
- b. If any Key Personnel fail to perform to the satisfaction of the AOC upon written notice, the Contractor will have fifteen (15) calendar days to remove that person from the Project and replace that person with one acceptable to the AOC. All Key Personnel for any subcontractor must also be designated by any subcontractor and are subject to all conditions stated in this section.
- c. Contractor shall be responsible for all costs associated with replacing any of Contractor's Key Personnel, including the additional costs to familiarize replacement personnel with the Services. If the Contractor does not furnish replacement personnel acceptable to the AOC, the AOC may terminate this Agreement for cause.

9. Limitation on Publication



The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the existence of this Agreement or the Contractor's provision of Service(s) and/or Deliverable(s) under this Agreement without prior review and written permission by the AOC Office of Communications.

10. Agreement Term

The initial term (“Initial Term”) of this Agreement shall commence and expire as specified on the face of the State Standard Agreement Form signed to enter into this Agreement.

This Agreement is of no force and effect until signed by both parties. Any commencement of performance prior to Agreement approval shall be done so at the Contractor's own risk; notice to proceed shall not be official until this Agreement is fully executed.

11. Termination Other Than for Cause

A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the AOC may terminate this Agreement at any time upon providing the Contractor with written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all Services affected unless the Notice specifies otherwise.

B. IF THE STATE TERMINATES THIS AGREEMENT OTHER THAN FOR CAUSE PURSUANT TO THIS SECTION 11 A., THE CONTRACTOR AND THE STATE AGREE THAT THE SOLE OBLIGATION OF THE STATE SHALL BE TO PAY THE CONTRACTOR FOR ALL CONFORMING SERVICES ALREADY PROVIDED, AND THE CONTRACTOR WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST THE STATE.

12. Agreement Administration/Communication

A. Under this Agreement, the AOC’s Project Manager named below, shall monitor and evaluate the Contractor's performance. All requests and communications about the Services to be provided under this Agreement shall be made through the AOC Project Manager and conformance of the Services to the requirements of this Agreement shall only be judged by AOC’s Project Manager. Any notice (“Notice”) required of the Contractor under this Agreement by the State shall be in writing and shall be delivered to the AOC’s Project Manager as follows:

Mr. Saeed Sadik  
Judicial Council of California  
Administrative Office of the Courts  
Office of Court Construction and Management  
455 Golden Gate Ave., Floor 8  
San Francisco, CA 94102-3688

With a copy to:

Mr. Grant Walker  
Senior Manager, Business Services  
Administrative Office of the Courts  
455 Golden Gate Ave., Floor 7  
San Francisco, CA 94102

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

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

13. Subcontracting

The Contractor shall not subcontract this Agreement or the Services to be provided under this Agreement, unless the AOC agrees to the subcontracting in writing in the form of an Amendment to this Agreement. Any currently authorized Subcontractors are specified in Exhibit D. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

14. Changes and Amendments

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

15. Accounting System Requirement

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

16. Retention of Records

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

17. Audit

The Contractor shall permit the authorized representative of the AOC or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the AOC under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

18. Insurance Requirements

Without limiting the Contractors indemnification obligation and in addition thereto, the Contractor shall secure and maintain in force throughout the term of this Contract the following types of insurance with limits as shown. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.

- (i) Workers' compensation—at statutory minimums, including employers' liability coverage with limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease policy limit for each employee. This coverage shall not be required where the Contractor has no employees.
- (ii) Commercial General Liability Insurance—insuring liability arising from premises, operations, independent contractors, products and completed operations, personal injury and advertising injury, and liability assumed under contract. The policy shall not include exclusion for property damage resulting from explosion, collapse or underground hazard. The policy shall provide limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability
- (iii) Commercial or Business Automobile Liability Insurance—Covering liability

arising out of a motor vehicle, including owned, non-owned, leased, and hired vehicles assigned to or used in connection with the Project. The policy shall provide combined single limits of not less than \$1,000,000 per accident or loss.

- (iv) Professional Liability Insurance; Errors and Omissions —Covering the Contractor's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than \$2,000,000 per claim or per occurrence and an annual aggregate in an amount at least equal to the per occurrence limit. If the policy is written on a "claims made" form, the Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

d. General Requirements

- (i) Contractor will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are approved to do business in the State of California.
- (ii) For all insurance policies required by this Contract, Contractor will declare any deductible or self-insured retention (SIR). Contractor will be responsible for reimbursement of any deductible to its insurer. Contractor will administer any self-insurance program in a commercially reasonable manner that ensures sufficient funds are available to cover all losses Contractor must insure against under the terms of section.
- (iii) Before commencement of the Work, Contractor will provide the AOC with certificates of insurance, on forms acceptable to the AOC, as evidence that all required insurance is in full force and effect. The dollar amount of any SIR or deductible will be specified on the applicable certificate of insurance. The certificates of insurance will be accompanied by the following endorsements, as applicable:
  - (a) As required by section 18.b(v) of this Exhibit B below, an endorsement evidencing that the State of California, Judicial Council of California, and the Administrative Office of the Courts, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; and
  - (b) An endorsement that the insurance will not be materially changed or cancelled without 30 days notice to the AOC, and

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- (c) An endorsement evidencing that the insurance is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, Judicial Council of California, or the Administrative Office of the Courts including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
- (iv) If any of the required insurance policies expire during the term of the Contract, Contractor will immediately renew or replace the required insurance and provide a new certificate of insurance to the AOC. Contractor will ensure that any renewal insurance certificates are tendered to the AOC at least 10 days following the expiration of the expiring insurance policy.
- (v) The insurance required by sections 18.a(ii) and 18.a(iii) of this Exhibit B as well as any excess liability or umbrella liability insurance that Contractor maintains in compliance with the terms of this section 18 must include the State of California, Judicial Council of California, and the Administrative Office of the Courts, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, as additional insured, but only with respect to liability assumed by Contractor under the terms of this Contract or liability arising out of the performance of the Services.
- (vi) Contractor waives any right of subrogation it may have against any of the State of California, Judicial Council of California, or the Administrative Office of the Courts including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage arising out of the Services performed by Contractor under this Agreement, and the Contractor will require any insurer providing insurance required under this section 19 to do the same.
- (vii) Contractor is responsible for and may not recover from the State of California, Judicial Council of California, or the Administrative Office of the Courts including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this section 18.
- (viii) If 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.
- (ix) The AOC reserves the right to request certified copies of any of the insurance policies required under this section 18.
- (x) The Certificates of Insurance required under section 18.b(iii) of this Exhibit B

and any advance written notice of any change or cancellation, shall be mailed to the AOC Project Manager at the address specified in section B.12 of this Contract.

19. Confidentiality

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

20. Conflict of Interest

- A. Contractor shall ensure that it shall not involve any third party organization in which it has or will have a financial interest in any activities undertaken in relation to this Agreement that involve the use or disposition of State funds.
- B. Contractor shall ensure that its employees, Subcontractors or agents providing the Services contemplated hereunder or otherwise involved in any activities undertaken in relation to this Agreement shall not involve any of the before identified entities partner(s), family(ilies)or personal organization(s) if said entity has or will have a financial interest in the use or disposition of State funds.
- C. Contractor ensures and shall ensure that its employees, Subcontractors, and agents shall avoid actions resulting in or creating the/an appearance (1) of the use of their relationship with the State that results from this Agreement for any private gain or in any other manner unsanctioned by the State; (2) of any preferential treatment to any particular person or organization involved in any activities undertaken in relation to this Agreement; (3) of any loss of independence or impartiality of the State, the AOC, the Court(s), or the Contractor; (4) that any decision made as part of any activities undertaken in relation to this Agreement is / was /or will be made outside

official channels; or (5) that may adversely affect the confidence of the public in the integrity of the State, the AOC, the Court(s), and or their respective employees or other agents involved in any activities undertaken in relation to this Agreement.

- D. The Contractor certifies and shall require any Subcontractor to certify to the following:

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

21. Covenant Against Gratuities

- A. Contractor warrants that neither Contractor itself nor any of its employees, Subcontractors or agents have provided or shall at any time provide any gratuity, in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the AOC or of the Court for the purpose of securing or having secured this Agreement for Contractor.
- B. For breach or violation of the aforesaid warranty, the AOC will have the right to terminate the Contract, and any loss or damage sustained by the State in procuring, on the open market, the Services which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

22. National Labor Relations Board

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

23. Drug-Free Workplace

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

24. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental

disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

25. Americans with Disabilities Act

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

26. Choice of Law/Jurisdiction

This agreement, and all of the rights and duties of Licensee and Licensor arising out of or related to this agreement or to the relationship of Licensee and Licensor, are governed by the laws of the State of California without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Licensee has or may acquire against Licensor, whether based on contract, tort, statute, or anything else.

Licensee agrees that any claims that it has or may acquire against Licensor shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Licensee agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Licensee waives all defenses and arguments that the courts located in the State of California constitute an inconvenient forum based upon the residence or domicile of Licensee, the location of the project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else

27. Severability



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

28. Waiver

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

29. Signature Authority

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

30. Survival

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

31. Entire Agreement

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

*END OF EXHIBIT*

**EXHIBIT C**  
**PAYMENT PROVISIONS**

1. Compensation

- A. The maximum amount of money the State may pay to the Contractor under this Agreement for performing and/or providing the Services set forth in Exhibit D, Work to be Performed, shall be in an amount not to exceed the total amount encumbered to date and specified on the State Standard Agreement Form signed to enter into this Agreement.
- B. The State shall reimburse the Contractor according to the prices established in this Exhibit C, but in any event not to exceed the maximum amount set forth in paragraph A above.
- C. An event of default shall not occur if the AOC is unable to make any payment due hereunder as a result of the State of California's failure to timely approve and adopt a State budget. If the AOC fails to pay make any payment due as a result of the State of California's failure to timely approve and adopt a State budget, the AOC shall promptly make any payments due and unpaid upon approval and adoption of the State budget.

2. Expenses

The State shall not provide reimbursement for any travel and/or living expenses, or any other expenses incurred by Contractor in the course of providing the Services and or Deliverables.

3. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the Services and/or Deliverables provided pursuant to this Agreement.

4. Method of Payment

- A. Contractor shall, following the close of a calendar month, submit an invoices for all Services actually provided in that previous month. Contractor's invoice shall break down the Services billed in accordance with the names given the Services in the pricing table provided in this Exhibit C, and provide a grand total for all Services provided. Contractor's invoice shall also provide (a) the total amount encumbered under this Agreement and the total amount expended under this Agreement as of the invoice being presented.
- B. Upon receipt of invoice, the AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being

withheld and what remedial actions the Contractor must take to receive the withheld amount.

C. Contractor's invoice shall clearly indicate the following:

- i. the Contract number (given on the first page of this Agreement);
- ii. a unique invoice number;
- iii. the Contractor's name and address;
- iv. Contractor's taxpayer identification (federal tax identification number);
- v. narrative description of the Services provided broken down as specified in Exhibit C, 4A above;
- vi. the name of the Service and calculations and resultant total amount owed;
- vii. the total amount encumbered under this Agreement and the total amount expended under this Agreement as of the invoice being presented ; and
- viii. the preferred remittance address, if different from the mailing address.

D. The Contractor shall submit one (1) original of the invoice and one (1) copy of the invoice to:

Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

With an additional copy to the AOC's Project Manager.

E. The State will make payment in arrears within sixty (60) days after the date of receipt of (1) the Contractor's properly completed .

F. Any invoice presented for payment this is not provided on a printed bill head must bear the original signature of the authorized officer of the Contractor.

5. Disallowance

If the Contractor claims or receives any payment from the State under this Agreement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the AOC's request.

State of California Standard Agreement  
 Contract No.  with

6. Prices:

The following firm fixed prices shall apply to the Services provided under this Agreement:

Lot (parcel) size in acres to be transferred to or purchased by AOC	Firm fixed price for parcel with existing legal description	Firm fixed price for parcel carved off of larger parcel with one new legal description	Additional cost if Topographic survey is requested	Additional cost for each additional legal description for easements.
0.1 to 2				
2.1 to 4				
4.1 to 6				
6.1 to 8				
8.1 to 10				

**EXHIBIT D**  
**WORK TO BE PERFORMED**

- a. Standard Land Surveys with the following information and characteristics. In some cases survey might be just verification of information shown on title reports while in other cases a land parcel will be carved off from larger piece of land.
1. The written legal description of the property and Exhibit for recording purpose
  2. Legal description and Exhibits for any easements where required
  3. The date or time period of the survey
  4. Show boundary lines and found property corners necessary for boundary tracing. Provide and install missing, damaged or displaced monuments and tag them. Do not move, remove or replace any monuments or benchmarks before notifying the project manager and prior approval.
  5. Show dimensions and bearings of property boundaries, and plot all locatable title exceptions and easements on the survey map. Show existence or non-existence of any encroachments and right of way.
  6. Show location of above and below grade utilities including field-measured elevations of sanitary sewer and storm drains manholes
  7. Show significant trees and shrubs.
  8. Provide planning and zoning overlays
  9. Provide floodplain, landslide or liquefaction zone overlays.
  10. Provide an area measurement within boundary lines.
  11. All measurement tolerances provided on such surveys must be within readings for Urban Survey as specified on Accuracy Standards for ALTA / ACSM Land Title Surveys.
  12. Show Parking spaces count and types, road mapping, bore holes locations. Include sidewalks and curbs.
  13. When a significant discrepancy with the record maps and documents are found or if monuments are set, or if otherwise required by law, provide a “record of survey map” compliant with Section 8762 of the Land Surveyors Act (Chapter 15 of the State Business and Professions Code).
  14. Final Survey Report with three (3) hard copies and a soft copy on CD in Auto-Cad format. Include two (2) hard copies of legal descriptions and exhibits for recording purpose.
  15. Final documents shall including all of the required information and be certified in writing to the Judicial Council of California and Administrative Office of the Courts, and where by law and/or requested by the AOC OCCM, recorded with the County Recorder.
  16. A draft format of all documents shall be issued for customer’s review and approval.
- b. With regards to site(s) that shall be designated by the State, Service Providers may be requested to provide one or more of the following related Services:
1. ALTA/ACSM Land Title Surveys (2005 minimum standard)
  2. Surveys of Utility infrastructure above and below ground
  3. Aerial photography/photogrammetry Services
  4. Elevation Certificate for Flood Insurance purpose (FEMA)
  5. Coordination & documentation associated with Phase I and Phase II real estate.
- c. Contractor shall provide the Services hereunder in accordance with the requirements of the following agencies, laws, rules and regulations. In the event of conflict between these requirements, the most stringent requirement shall prevail:
- ALTA (American Land Title Association, 2005)/ ACSM (American Congress on Surveying and Mapping, 2005)

State of California Standard Agreement

Contract No. \_\_\_\_\_ with

- NSPS (National Society of Professional Surveyors)
  - CAL OSHA (Occupational Safety & Health Administration)
  - CALTRANS (California Department of Transportation)
  - DCA (California Department of Consumer Affairs)
  - FGCS (Federal Geodetic Control Subcommittee)
  - FEMA (Federal Emergency Management Agency)
  - TSSS (Total Station Survey System-Caltrans)
  - Professional Land Surveyors Act, State of California, Amended 2010
- d. In addition to the specific Services above, the Contractor's Project Manager shall be responsible for performing and ensuring the following:
1. Coordination of work with the AOC.
  2. For keeping the AOC's Project Manager informed of all the activities being undertaken under a survey.
  3. For minimizing disturbance to the users of the site surveyed throughout the survey process
  4. For providing the Services in a safe manner and in accordance with Cal-OSHA guidelines.
- e. Contractor's Key Personnel are as follows:

**Names of Key Personnel Here**

END OF EXHIBIT

END OF AGREEMENT