

ATTACHMENT A
STANDARD CONTRACT PROVISIONS
RFS: Terminal Four, Richmond, CA

TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION

This contract shall take effect when signed by both parties . An authorized representative of the contractor shall sign the first page of the originals of this contract in ink.

The term of this contract is from its effective date through _____ (“termination date”) However, all work shall be completed by _____ (“the completion date”). **[Must be three months earlier than termination date.]**

The term of this contract is based on the current level of funding available for the services to be provided under this contract. If additional funding is authorized, the parties anticipate that the term of the contract will be extended and the scope of work will be revised by amendment.]

The Conservancy may terminate this contract for any reason by providing the contractor with seven days notice in writing. During the term, the Conservancy may also suspend the contract upon written notice. In either case, upon receipt of the notice of termination or suspension, the contractor shall immediately stop work under the contract and take whatever measures are necessary to prevent further costs to the Conservancy under this contract. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the contractor in the performance of this contract up to the date of notice to terminate or suspend, but only up to the unpaid balance of total funds authorized under this contract. Any notice suspending work under this contract shall remain in effect until further written notice from the Conservancy authorizes work to resume.

On or before the date of termination of the contract under this section, the contractor shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced or developed under this contract (whether completed or partial), in appropriate, readily useable form.

The contractor shall include in any contract with any subcontractor retained for work under this contract a provision that entitles the contractor to suspend or terminate the contract with the subcontractor for any reason on written notice and on the same terms and conditions specified in this section.

WORK PRODUCTS

The contractor hereby assigns to the Conservancy and the Conservancy accepts the assignment of all rights and interest in all material, data, information, and written, graphic or other work produced under this contract, including, without limitation, any right to copyright, patent or trademark the work.

The contractor shall include in any contract with a third party for work under this contract a provision that preserves the rights created by the first paragraph of this section, and that identifies the Conservancy as a third-party beneficiary of that provision.

Pursuant to Government Code section 7550, any document or written report that is produced under this contract at a cost of greater than \$5,000 shall contain a separate section disclosing all contracts and subcontracts related to the production of the document or written report, including the contractor or subcontractor name, contract number, and total amount of the contract or subcontract.

In any work products produced pursuant to this contract, the contractor shall state, in a prominent location, that the work product was prepared on behalf of, and paid for, by the Conservancy. **[Add the following if Prop. 1 funding:** The contractor shall also acknowledge funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) by using the official logo prepared by the California Natural Resources Agency, which the Conservancy has available in various file formats.] The contractor shall provide similar acknowledgement in any public presentation or publication which describes or utilizes any work product produced pursuant to this contract. Any reference on contractor's website to this contract's work products shall state that the work product was prepared on behalf of, and paid for, by the Conservancy, and shall include a link to the Conservancy's website. The contractor shall impose the obligations described in this paragraph on its subcontractors and shall include a similar provision to this paragraph in any agreement for work pursuant to this contract.

COSTS AND DISBURSEMENTS

The total amount of funds disbursed under this contract shall not exceed \$_____ **[Amount in words]**. The amount encumbered by this contract is based on the current level of funding available for the services under this contract. If additional funding is authorized, the parties anticipate that the total amount of funding will be increased and the budget revised by amendment to this contract.

The Conservancy shall make disbursements to the contractor on the basis of services rendered and costs incurred to date, less ten percent, upon satisfactory progress in accordance with schedules, budgets, and other provisions of this contract, and upon submission of a "Request for Disbursement" form (available from the Conservancy), which shall be submitted no more frequently than monthly but no less frequently than quarterly. The Conservancy shall disburse

the ten percent withheld upon completion of all tasks to the satisfaction of the Conservancy and upon the submission of a final Request for Disbursement.

If the Conservancy retains the funds withheld for 60 days or more beyond completion of the contractor's services, the contractor may request in writing that the Conservancy place the amounts withheld in an interest-bearing escrow account in a state or federally chartered bank in California, in accordance with California Public Contract Code section 6106.5. However, if the contractor avails itself of this option, it must make the same option available, with respect to amounts that the contractor withholds from the subcontractors, to any subcontractors performing more than five percent of the monetary value of the work. The escrow agreement(s) shall be substantially in the form prescribed by Public Contract Code section 6106.5(f).

Services shall be billed at no more than the standard billing rate for the following personnel of contractor and its subcontractors:

Principal	\$ /hr.
Senior Associate	\$ /hr.
Associate	\$ /hr.
XXX, etc.	\$ /hr.
Secretarial services	\$ /hr.

If additional funding is authorized for the work under this contract and the term and total funding are increased by amendment, the contractor's hourly rates may be increased by amendment to reflect a reasonable increase in market rates for similar services.]

The Conservancy will reimburse the contractor for direct expenses necessary to the provision of services under this contract when documented by appropriate receipts. **[If not identified in budget, identify by category the direct costs that may be reimbursed]** The Conservancy will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations, except that reimbursement may be in excess of these rates upon provision of documentation that rates in compliance are not reasonably available to the contractor. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented state employees as of the date the cost is incurred. All travel other than automobile travel or by public transit (the latter of which is strongly encouraged) within the [City/County of _____], must be approved in advance by the Executive Officer of the Conservancy ("the Executive Officer").

The Conservancy will reimburse the contractor at cost for other necessary expenses if those expenses are reasonable in nature and amount taking into account the services provided and other relevant factors.

[Subject to negotiation: No overhead or indirect expenses of the contractor or its subcontractors will be reimbursed. {or} Overhead or indirect expenses of the contractor and its subcontractors may be reimbursed at no more than ___ percent of the total amount invoiced for labor costs.]

Each Request for Disbursement submitted by the contractor must include the contractor's name and address, the number of this contract, the contractor's authorized signature, the date of submission, the total amount of costs incurred for the period, a brief description of the services rendered and work products completed, and an itemized description, including time, materials and expenses incurred, of all work done for which disbursement is requested. The Request for Disbursement must also indicate itemized cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of contract funds. Each Request for Disbursement shall be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs incurred by the contractor.
2. Invoices from subcontractors that the contractor engaged to complete any portion of the work funded under this contract and any receipts and any other source documents for costs incurred and expenditures by any such subcontractor, unless the Executive Officer makes a specific exemption in writing.
3. A supporting progress report summarizing the current status of the tasks under this contract and comparing it to the status required by "SCOPE OF CONTRACT" section, above, including written substantiation of completion of the portion of the tasks for which disbursement is requested.

The contractor shall submit a final Request for Disbursement within thirty days after the completion date provided in the "TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION" section, above.

The contractor's failure to submit a Request for Disbursement and supporting documents, as required by this section, will relieve the Conservancy of its obligation to disburse funds to the contractor until the contractor corrects all deficiencies.

EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS

The total amount of this contract may not be increased except by amendment to this contract. The contractor shall expend funds in the manner described in the budget included under the "SCOPE OF CONTRACT" section, above. The allocation of funds among the items in the budget, other than overhead and indirect costs, may vary by as much as ten percent without approval by the Executive Officer, provided that the contractor submits a revised budget to the Executive Office prior to requesting disbursement based on the revised budget. Any difference of more than ten percent, and any deviation that shifts funds from approved budget items into an overhead or indirect costs category, must be identified in a revised budget that is approved in advance and in writing by the Executive Officer. The Conservancy may withhold payment for changes in particular budget items which exceed the amount allocated in the approved budget by more than ten percent and which have not received the approval required above. Any increase in the funding for any particular budget item shall mean a decrease in the funding for one or more other budget items unless there is a written amendment to this contract.

PREVAILING WAGE REQUIREMENTS

With respect to all trades relevant to this contract and any subcontracts, the contractor shall pay its employees and require its subcontractors to pay their employees not less than the general prevailing rate of per diem wages for work of a similar character in the county (or counties) where this contract is performed. The contractor can obtain prevailing wage rate and holiday and overtime rates for all trades relevant to the location of this contract, as determined by the Director of the Department of Industrial Relations, by accessing <http://www.dir.ca.gov/DLSR/PWD/index.htm> on the internet.

The contractor shall make the prevailing wage rates available to any interested party upon request. At each job site the contractor shall post applicable prevailing wage determinations

The contractor shall comply with all of the provisions of the California Labor Code, including, but not limited to, §§ 1771, 1775, 1776, 1777.5, 1813, 1815, 1860 and 1861 and all regulations adopted under the Labor Code, including Title 8, California Code of Regulations, Chapter 8, Division 1, Subchapters 3, 4 and 4.5, commencing with Section 16000. The contractor shall not split or separate subcontracts into smaller work orders or projects in order to evade the applicable provisions of Labor Code Section 1771.

The contractor shall keep accurate payroll records, and shall make certified copies available for inspection at all reasonable hours at the principal office of the contractor, as provided in Labor Code § 1776.

The provisions of Labor Code § 1775 shall apply to any failure of the contractor or its subcontractors to pay prevailing wages to each worker employed by the contractor or its subcontractors, and the provisions of Labor Code §§ 1813 and 1815 to work performed in excess

of eight hours per day and 40 hours per week. The contractor is responsible for compliance with Labor Code § 1777.5 regarding employment of apprentices to ensure the appropriate number of apprentices are on the job site.

The contractor shall not refuse to accept otherwise qualified employees as registered apprentices (as defined by Labor Code § 3077) on any public works project based upon the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person, as provided in subdivision (a) of Section 12940 of the Government Code.

By entering this contract, the contractor certifies the following: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.” Consistent with Section 3700, the contractor is required to secure the payment of compensation to its employees.

The contractor shall fully cooperate with the Conservancy and DIR in timely providing access, records, and any other information needed or required. In addition, the contractor shall comply with and shall ensure that, as applicable, any of its subcontractors comply with all of the following requirements:

- At each job site, post applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg. section 16451(d).
- Submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>. CPRs must be submitted at least monthly (within a month after the end of the payroll period).
- Comply with any DIR or DLSE notice requiring contract payments to be withheld due a failure to submit proper CPRs.
- Cooperate with the DIR and DLSE in any investigation of suspected violations, and withhold contract payments in accordance with any lawful order by DLSE.

The contractor shall include in any agreement with any subcontractor for work under this contract (and require that the subcontractor do the same for all underlying subcontracts) language that is consistent with the above requirements and that imposes on the subcontractor the obligations specified above and under the Labor Code and related regulations.

INDEMNIFICATION AND HOLD HARMLESS

The contractor shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the contractor, its officers, agents, subcontractors and employees, or in any way connected with or incident to this contract, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the contractor to indemnify and save harmless includes the duty to defend as set forth in Civil Code section 2778.

The contractor waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this contract.

The obligations in this “INDEMNIFICATION AND HOLD HARMLESS” section shall survive termination of this contract.

INSURANCE

Throughout the term of this contract, the contractor shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the contractor or its agents, representatives, employees, or subcontractors associated with the project undertaken pursuant to this contract.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office (“ISO”) Commercial General Liability coverage (occurrence Form CG 0001 or comparable).
 - b. Automobile Liability coverage - ISO Form Number CA 0001, or comparable (covering “Any Auto” or Owned, Hired and Non-owned autos).
 - c. Workers’ Compensation insurance as required by the Labor Code of the State of California. **[If watercraft being used, with “crewmembers”, add or replace with: Jones Act Coverage for masters and crew members of a US-flagged vessel, as applicable; add/include the following if project work includes personnel loading and unloading apart from masters and crew: and Longshore and Harbor Workers and Compensation Act Coverage for longshore workers or other persons in longshore operations, and any harbor workers, as applicable.]**

[

- d. Errors and Omissions Liability insurance appropriate to the contractor's profession.

[Insert if the contracted work will utilize any watercraft:

- e. Watercraft Liability: Endorsement to Commercial General Liability policy or Protection and Indemnity Insurance, either covering owned or non-owned watercraft liability.]

2. Minimum Limits of Insurance. The contractor shall maintain limits no less than:

- | | |
|--|---|
| a. General Liability:
<i>(Including operations, products and completed operations, as applicable)</i> | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this contract or the general aggregate limit shall be twice the required occurrence limit. |
| b. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| c. Worker's Compensation: | As required by law with Employer's Liability of no less than \$1,000,000. |
| [Add, if included above:
and Jones Act | Evidence of Coverage or evidence that qualified to self-insure. |
| or
and Longshore and Harbor Workers and Compensation Act | Evidence of Coverage or evidence that qualified to self-insure. |
| d. Errors and Omissions: | \$1,000,000 per occurrence. |
| e. Watercraft Liability Coverage: | In the following amounts: |
| a. Vessels under 30': | \$1,000,000 combined single limit. |
| b. Vessels over 30' or vessel involved in research: | \$2,000,000 combined single limit.] |

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Required Provisions Concerning the Conservancy and the State of California.
 - a. Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days' prior written notice by first class mail has been given to the Conservancy or, in the event of cancellation of coverage due to nonpayment, after ten days' written notice to the Conservancy. The contractor shall notify the Conservancy within the earlier of: two days following the contractor's receipt of any notice of cancellation, non-renewal or material change that affects the required insurance; or five business days before the effective date of any cancellation, non-renewal or material change that effects required insurance coverage.
 - b. The contractor hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the contractor may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the contractor has received a waiver of subrogation endorsement from the insurer.
 - c. The general liability, automobile liability, and vessel policies (if any) are to contain, or be endorsed to contain, the following provisions:
 - i. The State of California, its officers, agents and employees are to be covered as additional insureds, but only with respect to activities conducted relative to this contract. The additional insured endorsements are to be provided.
 - ii. For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects the State of California, its officers, agents and employees, and not excess to any insurance or self-insurance of the State of California.
 - iii. The limits of the additional insured coverage shall equal the limits of the named insured coverage regardless of whether the limits of the named insurance coverage exceed those limits required by this agreement.
 - d. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

5. Acceptability of Insurers. Insurance is to be placed with insurers admitted to transact business in the State of California and having a Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Subcontractors. The contractor shall include all subcontractors as insureds under its policies or shall require each subcontractor to provide and maintain coverage consistent with the requirements of this section.
7. Verification of Coverage. The contractor shall furnish the Conservancy with original certificates and amendatory endorsements, including the required additional insured endorsements, effecting coverage required by this clause. [**Add if commercial/private vessel insurance required:** In addition, the contractor shall provide proof of compliance with the vessel insurance requirements of this section.] All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.
9. Claims Made. If errors-and-omissions coverage is written on a claims-made form:
 - a. The "Retro Date" must be shown, and must be before the date of this contract or the beginning of work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date, the contractor must purchase "extended reporting" coverage for a minimum of five years after completion of the work under this contract.
 - d. A copy of the claims reporting requirements must be submitted to the Executive Officer for review.]

NONDISCRIMINATION

During the performance of this contract, the contractor and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant

for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, or military and veteran status (Government Code section 12940). The contractor and its subcontractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

Consistent with Government Code section 11135, the contractor shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by the Conservancy under this contract.

Pursuant to Government Code section 12990, the contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations, Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this contract by this reference.

The contractor and 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. This nondiscrimination clause shall be included in all subcontracts entered into by the contractor to perform work provided for under this contract.

[Add the following section if the contract total is \$100,000 or more :]

NONDISCRIMINATION IN PROVISION OF BENEFITS - DOMESTIC PARTNERS

The contractor certifies that it is in compliance with Public Contract Code section 10295.3, which prohibits discriminating in the provision of benefits between employees with spouses and employees with domestic partners, or between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

AUDITS/ACCOUNTING/RECORDS

The contractor shall maintain financial accounts, documents, and records (collectively, “records”) relating to this contract, in accordance with the guidelines of “Generally Accepted Accounting Principles” published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the services that the contractor is providing, and time and effort reports. The contractor shall maintain adequate supporting records in a manner that permits tracing of transactions from the invoices to the accounting records and to the supporting documentation.

The contractor shall retain these records for three years following the date of final disbursement by the Conservancy under this contract, regardless of the termination date. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during this period.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the contract. The contractor shall provide the Conservancy or its agents with any relevant information requested and shall permit the Conservancy or its agents access to the contractor’s premises, upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this contract and any applicable laws and regulations. The contractor shall maintain these records for a period of three years after final payment under the contract.

If the contractor retains any subcontractors to accomplish any of the work of this contract, the contractor shall first enter into a contract with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all lower-tier subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this contract.

INDEPENDENT CONTRACTOR STATUS

The contractor shall maintain its status as an independent contractor as defined in section 3353 of the California Labor Code. To this end, the contractor shall be under the control of the State, acting through its agent, the Conservancy, but only as to the results of its work and not as to the means by which the results are accomplished.

COMPUTER SOFTWARE

The contractor certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

[Add the following section if the contract total is more than \$200,000:]

PRIORITY HIRING CONSIDERATIONS

To the extent required by Public Contract Code section 10353, the contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 (commencing with section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code, in accordance with Article 3.9 (commencing with section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institutions Code.

[Add the following section if the contract total is more than \$100,000:]

FAMILY-SUPPORT OBLIGATIONS

The contractor acknowledges the state policy contained in Public Contract Code section 7110, that state contractors recognize the importance of child- and family-support obligations and fully comply with all applicable state and federal laws relating to child- and family-support enforcement. In executing this contract, the contractor represents that, to the best of the contractor's knowledge, the contractor is fully complying with the earnings-assignment orders of all employees and is providing the names of all new employees the New Hire Registry maintained by the Employment Development Department.

DRUG-FREE WORKPLACE REQUIREMENTS

By signing this contract the contractor certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990, commencing at Government Code section 8350. The Act generally requires the contractor to notify its employees that illegal drug distribution, use or possession is prohibited and will be subject to disciplinary action and to establish a drug awareness program that, in addition, informs employees about the dangers of drug abuse in the workplace and about any available employee assistance programs. Further, the contractor shall give a copy of this notification to each employee working under this contract and require the employee to agree to abide by these rules.

NATIONAL LABOR RELATIONS BOARD

By signing this contract, the contractor states under penalty of perjury that, during the two-year period immediately preceding the date of the contract, no more than one final unappealable finding of contempt of court has been issued against the contractor for failure to comply with an order of the National Labor Relations Board.

AIR AND WATER POLLUTION

In accordance with Government Code section 4477, the contractor represents that it is not in violation of any order or resolution of the State Air Resources Board or an air pollution control district, and is not subject to a cease and desist order issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, and has not been finally determined to be in violation of provisions of federal law relating to air or water pollution.

EXPATRIATE CORPORATIONS

The contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SETTLEMENT OF DISPUTES

If any dispute arises out of this contract, the contractor or the Conservancy shall notify the other party within ten days of discovery of the problem. Within thirty days of such notification, the Executive Officer may confer with the contractor and Conservancy staff members for the purpose of resolving the dispute. If the Conservancy is unable to resolve the dispute to the contractor's satisfaction, the contractor may proceed under Government Code sections 900 et seq. with any claims against the Conservancy arising out of this contract. If the dispute cannot be resolved to the Conservancy's satisfaction, the Conservancy may pursue any remedies available, including invoking its rights under the TERM OF CONTRACT, EARLY TERMINATION AND SUSPENSION clause of this contract.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this contract. The Executive Officer shall notify the contractor of the designation in writing.

AMENDMENT

This contract may be modified only upon written agreement of the parties. However, the schedule may be modified by written letter of the contractor countersigned by the Executive Officer, and that modification shall have the same effect as if included in the text of this contract.

ASSIGNMENT, SUBCONTRACTING AND DELEGATION

The contractor has been selected to provide the services and perform the tasks of this contract because of its unique skills and experience. Except as expressly provided in this contract, the contractor shall not assign, subcontract or delegate any of the services and tasks to be performed, without written authorization by the Executive Officer.

TIMELINESS

Time is of the essence in this contract.

LOCUS

This contract is deemed entered into in the County of Alameda.