

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 21-0002	AMENDMENT NUMBER
------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Oliver Schreiber & Chao LLP		2. FEDERAL I.D. NUMBER 82-4866712
3. AGENCY TRANSMITTING AGREEMENT Department of Fair Employment and Housing	4. DIVISION, BUREAU, OR OTHER UNIT Legal	5. AGENCY BILLING CODE 031277
6a. CONTRACT ANALYST NAME Tatianna Grant	6b. EMAIL tatianna.grant@dfeh.ca.gov	6c. PHONE NUMBER (916) 585-7115

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

No Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

Contractor shall provide legal representation for the Department of Fair and Housing in the matter of the DFEH v. Riot Games Inc. Case No. 18STCV03957, in all stages and aspects of litigation up to and including trial if necessary.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The issues raised in this litigation requires expertise not available internally within the DFEH. The Office of the Attorney General has an ongoing conflict of interest with DFEH and cannot represent the Department in this matter. In addition, DFEH counsel carry heavy caseloads related to the DFEH civil rights enforcement mission.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate
 Quarterly
 One-Time Payment
 Progress Payment
 Itemized Invoice
 Withhold _____ %
 Advanced Payment Not To Exceed _____ or _____ %
 Reimbursement / Revenue
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	1700-001-0001	21/22	021	2021	\$50,000.00

OBJECT CODE 5340540	AGREEMENT TOTAL	\$50,000.00
------------------------	------------------------	--------------------

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$50,000.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	TOTAL AMOUNT ENCUMBERED TO DATE	\$50,000.00
--	---------------------------------	-------------

ACCOUNTING OFFICER'S SIGNATURE Jennifer L Morris <small>Digitally signed by Jennifer L Morris Date: 2021.08.13 13:00:18 -07'00'</small>	ACCOUNTING OFFICER'S NAME (Print or Type) Jennifer Morris, Chief Fiscal Officer	DATE SIGNED 8/13/2021
--	--	--------------------------

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 21-0002	AMENDMENT NUMBER
------------------------------------	------------------

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/8/2021	6/30/2023	\$50,000.00	Exempt
Amendment 1				
Amendment 2				
Amendment 3				
TOTAL			\$50,000.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) *(Attach justification if secondary method is used)*
 Use of Master Service Agreement
 Invitation for Bid (IFB)
 Exempt from Bidding *(Give authority for exempt status)*
 Sole Source Contract *(Attach STD. 821)*
 Other *(Explain)* SCM (Vol. 1) 3.07 (A)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Reasonableness of cost determined by the current going rate for attorneys providing services to the DFEH.

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable *(Interagency / Public Works / Other _____)*

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE Mike Miller	SIGNER'S NAME <i>(Print or Type)</i> Mike Miller	DATE SIGNED 8/16/2021
--	---	--------------------------

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input checked="" type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes if any)*

- No *(Explain below)* Yes _____ % of Agreement

Subcontracting this work is not normal for legal services or attorneys

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- No Yes *(If Yes, provide justification below)*


STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 21-0002	AMENDMENT NUMBER
------------------------------------	------------------

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE Mike Miller	 Digitally signed by Mike Miller Date: 2021.08.16 10:16:14 -07'00'	NAME/TITLE (<i>Print or Type</i>) Mike Miller, Deputy Director of Administration	DATE SIGNED 8/16/2021
---------------------------------	--	---	--------------------------

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-0002


AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

(7) State agencies need private counsel because of a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require written consent if the of the Attorney General, pursuant to Section 11040.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE Mike Miller  Digitally signed by Mike Miller Date: 2021.08.16 10:16:35 -07'00'	NAME/TITLE(Print or Type) Mike Miller, Deputy Director of Administration	DATE SIGNED 8/16/2021	
PHONE NUMBER (916) 585-7064	STREET ADDRESS 2218 Kausen Drive, Suite 100		
EMAIL mike.miller@dfeh.ca.gov	CITY Elk Grove	STATE CA	ZIP 95758

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-0002	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Fair Employment and Housing

CONTRACTOR NAME

Oliver Schreiber & Chao LLP

2. The term of this Agreement is:

START DATE

July 8, 2021

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

Fifty Thousand Dollars and Zero Cents (\$50,000.00)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	5
+ Exhibit D	Special Terms and Conditions	5
+ Attachment 1	Resumes	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Oliver Schreiber & Chao LLP

CONTRACTOR BUSINESS ADDRESS

201 Filbert Street, Suite 201

CITY

San Francisco

STATE

CA

ZIP

94133

PRINTED NAME OF PERSON SIGNING

Christian Schreiber

TITLE

Founding Partner

CONTRACTOR AUTHORIZED SIGNATURE

Christian Schreiber

Digitally signed by Christian Schreiber
Date: 2021.07.19 12:32:48 -07'00'

DATE SIGNED

07/19/2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-0002	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Fair Employment and Housing

CONTRACTING AGENCY ADDRESS

2218 Kausen Drive, Suite 100

CITY

Elk Grove

STATE

CA

ZIP

95758

PRINTED NAME OF PERSON SIGNING

Mike Miller

TITLE

Deputy Director of Administration

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Mike Miller

Digitally signed by Mike Miller
Date: 2021.07.26 12:04:08 -07'00'

DATE SIGNED

7/26/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM (Vol. 1) 3.07 (A); 4.04 (A)(2)

EXHIBIT A – SCOPE OF WORK

1. This Statement of Work (SOW) reflects the services to be provided by Oliver Schreiber & Chao LLP, hereinafter referred to as "Contractor," for the Department of Fair Employment and Housing (DFEH). The terms "Contract" and "Agreement" shall be used interchangeably with the same meaning. Contractor services shall be provided as described herein:
2. The Contractor shall provide all labor, materials, non-consumable supplies, personnel, equipment, and every other item of expense necessary to provide professional services on a legal matter(s).
3. The Contractor's services shall include:
 - A. Providing legal representation/legal services including advising on potential strategies and options regarding complex mission critical and/or first impression legal matters in appellate proceedings and/or trial court, which are subject to attorney work product and attorney client privileges, including strategies for resolution and potential court action;
 - B. Consulting and advising DFEH attorneys, which may include confidential work product or other privileged materials;
 - C. Research, which may include confidential attorney work product or other privileged materials;
 - D. Advising on pleadings and memoranda;
 - E. Participation in meetings, hearings, negotiations, trial, and/or oral argument if requested, in person, by telephone, or other remote means;
 - F. Review of documents and information provided by DFEH, which may include confidential attorney work product or other privileged materials;
 - G. Contractor will provide DFEH with results of analysis, in the form of a written report or other format, if requested by DFEH. The due date of any report will be mutually agreed to.
4. The term of Agreement shall be from July 8, 2021 or upon approval (whichever occurs later) through June 30, 2023. The DFEH shall have the option to amend this Contract an additional year. Optional years are contingent upon an approved State budget each fiscal year and Agency approval.

The Contractor is not authorized to commence work, as described in this Agreement, until the Agreement has been fully executed.

5. The Project Representatives during the term of this Agreement will be:

Department of Fair Employment and Housing	Contractor
Name: Kenjamin Ho, Legal Division Manager	Name: Oliver Schreiber & Chao LLP
Address: 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758	Address: 201 Filbert Street, Suite 201 San Francisco, CA, 94133
Phone: (916) 585-7110	Phone: (415) 484-0161
E-Mail: kenjamin.ho@dfeh.ca.gov	E-Mail: christian@osclegal.com

6. Direct all Contract inquiries to:

State Agency
Name: Tatianna Grant
Unit: Business Service Office
Phone: (916) 585-7115
E-Mail: tatianna.grant@dfeh.ca.gov

The DFEH Project Representative and DFEH Contract Representative may change without the need for an amendment.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For full and satisfactory performance of the services provided pursuant to this Agreement, and upon receipt and approval of itemized invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates *listed below or* specified in Exhibit B-1 – Rate Sheet, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement/Contract Number, dates of service, description of work performed, and when applicable, a breakdown of the costs of parts, and materials, labor charges, location where work was performed, and any other relevant information to ensure proper invoices are submitted for payment. Invoices shall be itemized to follow the allowed expenses outlined in the Agreement budget and Scope of Work.
- C. Invoices shall be submitted electronically to DFEH Accounting not more frequently than monthly in arrears, unless otherwise agreed, at the following email address:

DFEHAccounting1@dfeh.ca.gov

The Contractor must use the name on the Contract and place the Contract number on the subject line of the email. The email must include an attached PDF file of the invoice(s), in accordance with the information above, and must reference the invoice number.

If unable to submit invoices electronically, the Contractor has the option for mailing invoices to:

Department of Fair Employment and Housing
Attention: Accounting
2218 Kausen Drive, Suite 100
Sacramento, CA 95758

- D. Any travel and subsistence payments pre-authorized in writing and included under this Agreement shall be paid as needed to execute the work. Reimbursement for travel expenses, including per diem expenses (meal and lodging expenses), transportation expenses, and approved miscellaneous expenses, shall be in accordance with the California Department of Human Resources (CalHR) rules and published rates for non-represented available for review online at:

<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

In the case that such rates are updated, reimbursements shall be at the rates that were in place at the time the travel expenses were incurred.

2. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability

to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Cost Breakdown

The Contractor shall charge rates of:

Name	Title	Hourly Rate
Monique Olivier	Attorney	\$220.00
Christian Schreiber	Attorney	\$220.00
Rachel Bien	Attorney	\$220.00
Hannah Shirey	Attorney	\$220.00
Raika Kim	Paralegal	\$205.00

The total cost for this Agreement shall not exceed \$50,000.00, with the actual being dependent upon the services provided by the Contractor.

5. Miscellaneous Payment

A. The Contractor shall not use State funds allocated under this Agreement for any of the following purposes:

- 1) Entertainment expenses;
- 2) Professional dues for the Contractor's staff or officials; and,
- 3) Purchase, construction, renovation, alteration, improvement, or repair of capital assets, such as real estate and vehicles.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

1. Approval

This Agreement shall be in full force or effect pursuant to the commencement date identified on the signature page of this Agreement.

2. Termination/Cancellation

This Agreement may be canceled at any time by either party in writing with thirty (30) calendar days advance notice. If canceled, final payment shall be made to Contractor only for performance and costs authorized up to the date of cancellation upon receipt of the final invoice.

3. Amendment

- A. No variation of the terms or conditions of this Agreement shall be valid without a written amendment to this Agreement. No oral understanding or agreement is binding on any of the parties.
- B. The Contractor shall submit a formal request for each amendment, including a revised Scope of Work, Budget, and Line item, if applicable, to the Project Representative. Unless waived for good cause by the Project Representative, all requests for amendments shall be received by the Project Representative a minimum of thirty (30) calendar days prior to the expiration date of this Agreement.

4. Evaluation of Contractor's Performance

The Contractor is hereby notified that its performance under this Agreement will be evaluated within thirty (30) calendar days following the Expiration of this Agreement. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.

5. Consultant Services

- A. The Contractor is hereby advised of its duties, obligations and rights under Public Contract Code § 10335.5.
- B. The Contractor's key personnel assigned to perform work under this Agreement and their level of responsibility shall be mutually acceptable to the State and the Contractor.

- C. The Contractor shall supply to the State one copy of a resume for each employee, consultant who will exercise a major administrative, policy or consultative role on behalf of the Contractor. Each resume shall become an official attachment to this Agreement.

6. **Legal Services**

- A. Legal services contracts must contain the following provisions. The Contractor shall:
1. Agree to adhere to legal cost and billing guidelines designated by the agency.
 2. Adhere to litigation plans designated by the agency.
 3. Adhere to case phasing of activities designated by the agency.
 4. Submit and adhere to legal budgets as designated by the agency.
 5. Maintain legal malpractice insurance in an amount not less than the amount designated by the agency.
 6. Submit to legal, bill audits and law firm audits if so requested by the agency. The audits may be conducted by employees or designees of the agency or by any legal cost-control provider retained by the agency for that purpose.

7. **Consultant Contractor's Rights and Obligations**

Contractor is advised that the provisions of PCC §§ 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

8. **Resumes**

In accordance with PCC § 10371(3)(2) the Contractor shall supply to DFEH one copy of a resume for each employee, consultant who will exercise a major administrative, policy or consultative role on behalf of the Contractor. Each resume shall be incorporated as part of this Agreement by reference and attached as Attachment 1 – Resume(s).

8. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to DFEH's operation which are designated confidential by DFEH and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DFEH. The identification of all such confidential data and information as well as DFEH procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DFEH in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by DFEH to be adequate for the protection of

DFEH's confidential information, such methods and procedures may be used, with the written consent of DFEH to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

9. Settlement of Disputes

In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the Department of Fair Employment and Housing, Director or her designee within the ten (10) days of discovery of the problem. Within ten (10) days, the Director or her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or her designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language, including that of a bid proposal.

10. Renewal of Contractor Certification Clauses

Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.

11. Liability for Nonconforming Work

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, DFEH, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing DFEH for any additional expenses incurred to cure such defects.

12. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

13. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

14. Potential Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it:

- A. is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay;
- B. its subcontractors are an independent obligation from the State's obligation to make payments to the Contractor;
- C. as a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

15. Subcontracting

The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall, at all times, comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should the state determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, the state may request substitution of the subcontractor.

16. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit (s), the State may, in addition to other remedies it may have, terminate this Contract upon occurrence of such event.

17. Order of Precedence

In the event of any inconsistency between the terms, specifications, provisions or attachments which constitute this Contract, the following order of precedence shall apply:

- A. The General Terms and Conditions.
- B. The Std. 213 Standard Agreement.
- C. Exhibit A - The Scope of Work;
- D. Any other incorporated attachments in the Contract by reference.