

STATE OF CALIFORNIA
AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER 21-0013	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Outten & Golden		2. FEDERAL I.D. NUMBER 13-4014306
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 will provide legal representation and services including advising on potential strategies and options regarding two complex mission critical and/or first impression legal matters in trial court, which are subject to attorney work product and attorney client privileges, including strategies for resolution and potential court action. Case numbers are as follows: 21STCV26571 and 2:21-CV-07682 DSH-JEM. Contractor will consult and advise DFEH attorneys, conduct research and advise on pleadings and memorandum.

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.)

DFEH is engaged in highly complex litigation that requires specialized legal skills and expertise. Contractor is a reputable and established law firm specializing in employment civil rights law. DFEH legal requires services from this contractor to assist in carrying out its mission of protecting Californians from employment discrimination.

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
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OPTIONAL USE Reporting Structure: 17007000	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
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ACCOUNTING OFFICER'S SIGNATURE Jennifer L Morris <small>Digitally signed by Jennifer L Morris Date: 2021.10.19 12:09:00 -07'00'</small>	ACCOUNTING OFFICER'S NAME (Print or Type) Jennifer Morris, Chief Fiscal Officer	DATE SIGNED 10/19/2021
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	9/3/2021	9/2/2024	\$50,000.00	Exempt
<input type="checkbox"/> Amendment 1				
<input type="checkbox"/> Amendment 2				
<input type="checkbox"/> 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) 5.80 (A)(7)

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 is determined according to current rates provided to the state for similar services.

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

Digitally signed by Mike Miller
Date: 2021.10.28 15:24:02 -07'00'

SIGNER'S NAME (Print or Type)

Mike Miller, Deputy Director of Administration

DATE SIGNED

10/28/2021

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? None on file No Yes N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. Contractor Certification Clauses No Yes N/A
 B. STD 204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

- No 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

This purchase is exempt from competitive bidding as the work is so specialized that few, or no DVBEs can [self] perform it.

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

- No Yes (If Yes, provide justification below)


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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: 2021.10.28 15:24:17 -07'00'	NAME/TITLE (<i>Print or Type</i>) Mike Miller, Deputy Director of Administration	DATE SIGNED 10/28/2021
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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.

5) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to expert witnesses in litigation.

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: 2021.10.28 15:24:35 -07'00'	NAME/TITLE (Print or Type) Mike Miller, Deputy Director of Administration	DATE SIGNED 10/28/2021	
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

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER

21-0013

AMENDMENT NUMBER

1

Purchasing Authority Number

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

Outten & Golden LLP

2. The term of this Agreement is:

START DATE

September 3, 2021 (or upon approval, whichever occurs first)

THROUGH END DATE

September 4, 2024

3. The maximum amount of this Agreement after this Amendment is:

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

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. Add an individual and their rates to Exhibit B - 4
2. Add resumes

*All other terms and conditions shall remain the same.**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.)

Outten & Golden

CONTRACTOR BUSINESS ADDRESS

1 California Street, #1250

CITY

San Francisco

STATE

CA

ZIP

94111

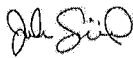
PRINTED NAME OF PERSON SIGNING

Jahan Sagafi

TITLE

Partner

CONTRACTOR AUTHORIZED SIGNATURE

Digitally signed by Jahan Sagafi
Date: 2021.10.26 15:01:31 -07'00'

DATE SIGNED

October 26, 2021

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: 2021.10.28 15:23:20 -07'00'

DATE SIGNED

10/28/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

Gov. Code 11042 and 11041

EXHIBIT A – SCOPE OF WORK

1. This Statement of Work (SOW) reflects the services to be provided by Outten & Golden, 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 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, hearing, 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. Contract 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 this Agreement shall be from September 3, 2021 or Upon Approval (whichever occurs later) through September 2, 2024.
 - 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.

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 Manager	Name: Jahan Sagafi
Unit: Legal	Unit:
Address: 2218 Kausen Drive, Suite 100 Elk Grove, CA, 95758	Address: 1 California St., #1250 San Francisco, CA 94111
Phone: 916-585-7110	Phone: 415-577-4995
E-Mail: kenjamin.ho@dfeh.ca.gov	E-Mail: jsagafi@outtengolden.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, 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
Elk Grove, 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.

Payment shall be due forty-five (45) calendar days from the date services are received and accepted by the State or forty-five (45) calendar days from the date an undisputed invoice is received at the above billing address, whichever is later. Request for final payment shall be made only when all required work has been completed to the satisfaction of the DFEH.

4. Cost Breakdown

The Contractor shall charge rates of:

Description	Hourly Rate
Associates: <ul style="list-style-type: none">Adam KoshkinAmy MaurerMichael DannaL. Iris Mattes	\$350.00 \$315.00 \$375.00 \$425.00
Non-Professional Staff <ul style="list-style-type: none">Bonnie Schwab	\$290.00
Legal Administrators <ul style="list-style-type: none">Brenda Barry	\$200.00
Partner <ul style="list-style-type: none">Jahan C, Sagafi	\$950.00
<ul style="list-style-type: none">Emily AbelowGenevieve KoynOlivia PhelanPatricia Matney	\$270.00 \$270.00 \$270.00 \$270.00

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. CANCELLATION CLAUSE

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. 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.

4. 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.

5. 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.

6. 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).

7. 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 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 of the provisions of this Article.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.