

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS



AGREEMENT NUMBER	AMENDMENT NUMBER
FEDERAL EMPLOYER ID NUMBER	

THIS AGREEMENT (the "Agreement") is made and entered into this ____ th day of _____, 2011 ("Effective Date"), in the State of California, by and between the parties identified below.

WITNESSETH: That Consultant for and in consideration of the covenants, conditions, agreements, and stipulations of the AOC hereinafter expressed, does agree, when authorized in accordance with the provisions of this Agreement to furnish to the AOC and the Court Facilities Working Group ("CFWG"), a standing committee of the Judicial Council of California, all Work including materials, as specified herein.

The purpose of this Agreement is to provide the AOC and the CFWG with an independent oversight analysis and other consulting services regarding the AOC's Office of Court Construction and Management ("OCCM") Capital Construction Program.

Incorporated into this Agreement hereby are the following attached exhibits ("Contract Documents"): (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Payment Provisions; (4) Exhibit D: Work Order Authorization Process; (5) Exhibit E, Statement of Work; (6) Exhibit F, Key Personnel, Hourly Rates, Prices, and Not to Exceed Amounts; Exhibit G, State Standard Agreement Form, as well as any Work Orders subsequently authorized in accordance with the provisions of this Agreement.

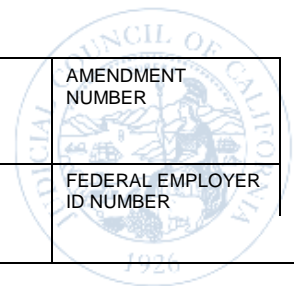
The maximum amount ("Contract Amount") payable to Consultant under this Agreement is \$_____.

This Agreement commences upon the Effective Date. The initial term of the agreement shall be from the Effective Date through May 15, 2013. Following the initial term, the agreement may be extended for up to three consecutive one-year terms at the sole discretion of the AOC.

All invoices for Work authorized prior to June 30, 2012 will be made from the initial encumbrment of _____ made when this Agreement is executed. Invoices to be paid from this initial encumbrment must be provided to the AOC not later than May 15, 2013. The AOC is not responsible for the payment of invoices for said Work if presented after that date.

As of July 1, 2012, any amounts not already authorized by Work Order out of the initial encumbrment are no longer available for the authorization of additional Work.

AOC'S SIGNATURE "AOC"	CONSULTANT'S SIGNATURE "Consultant"
Judicial Council of California, Administrative Office of the Courts	
BY (Authorized Signature) <i>[Signature]</i>	BY (Authorized Signature) <i>[Signature]</i>
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker Senior Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS



AGREEMENT NUMBER	AMENDMENT NUMBER
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CONSULTANT'S NAME:

FEDERAL EMPLOYER ID NUMBER

Administrative Office of the Courts Use Only


Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Amount Encumbered by this Document:		Prior Amount Encumbered for this Contract:			Total Amount Encumbered to Date:		
		\$0.00					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	
							

EXHIBIT A
STANDARD PROVISIONS

1. Indemnification

Consultant 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 Court Facilities Working Group, 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, members, 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) Consultant's negligent acts, omissions, or intentional misconduct 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) Consultant's breach of its obligations under this Agreement,
- (c) Consultant'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, or Materials in connection with the performance of this Agreement, or (ii) who may be injured or damaged by Consultant or its agents or employees arising from, related to, or in connection with, Consultant's performance of this Agreement.

This paragraph does not require Consultant 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

Consultant and the agents and employees of Consultant, 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 CFWG.

3. Termination for Cause

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

Any loss or damage sustained by the AOC in procuring the Work on the open market shall be borne and paid for by Consultant.

The rights and remedies of the AOC or CFWG provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Consultant shall not voluntarily or involuntarily assign (e.g. assignment by operation of law), encumber, or otherwise transfer or delegate all or any interest in this Agreement. Any voluntary assignment by Consultant or assignment by operation of law (e.g. involuntarily assignment) of any portion of Consultant'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 Consultant under this Agreement shall in no event exceed the Maximum Contract Amount. Consultant shall be paid in

State of California Standard Agreement
No. _____ with Consultant

accordance with the Payment Provisions set forth in Exhibit C of this Agreement. The AOC's payments to Consultant pursuant to this Section shall constitute full compensation for all of Consultant's time, labor, 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. **“Acceptance”** means a written acceptance issued to Consultant by the AOC’s Project Manager on behalf of the CFWG after Consultant has completed a Deliverable in compliance with the Contract Documents, including without limitation, Exhibit E, Statement of Work.
- B. **“Administrative Director”** refers to that individual or authorized designee, empowered by the AOC on behalf of the CFWG to make final and binding executive decisions on behalf of the AOC.
- C. **“Amendment”** means a written document issued by the AOC and signed by Consultant which alters the Contract Documents in any of the following ways: (1) a change in the Work; (2) a change in Maximum Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- D. **“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.
- E. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other data and information relating to the AOC’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.
- F. **“Consultant”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the AOC to provide the Work.

- G. **“Court Facilities Working Group” or “CFWG”** means and refers to the standing committee of the Judicial Council of California comprised of individuals from within and outside the Judicial branch that has been charged with providing ongoing oversight of the judicial branch program that manages new construction, renovations, facilities operations, maintenance and real estate for trial and appellate courts throughout the State. The Consultant acknowledges that in all respects, the AOC is acting on behalf of the Court Facilities Working Group with respect to the execution and performance of 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(s)”** means day(s) upon which the AOC conducts its normal activities.
- J. **“Deliverable(s)”** means one or more tangible items, including printed reports, that Consultant shall provide to the CFWG and AOC.
- K. **“Fixed Price Basis”** means that Consultant shall be paid for a Deliverable at the firm fixed price specified for that Deliverable in Exhibit F.
- L. **“Force Majeure Condition”** means a condition resulting in a delay in performance or failure to perform an obligation of this Agreement when such delay or failure is unforeseeable and beyond the control of the affected party. Neither Consultant nor the AOC is liable for a delay or failure caused by such condition. Force Majeure Condition(s) 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.
- M. **“Hourly Rates Basis”** means that Consultant shall be paid for a Deliverable at the hourly rates applicable to Consultant’s employee(s) for their actual hours incurred in the performance of the Work, as well as actual Travel and Living Expenses rightly incurred, provided that the total of these amounts does not exceed the Not to Exceed Amount specified for that Deliverable in Exhibit F.

- N. **“Key Personnel”** refers to those persons whose names are set forth in Exhibit F.
- O. **“Not to Exceed Amount”** means and refers to a price limit applicable to certain Deliverables that are to be paid for on an Hourly Rates Basis which establishes an upper limit on the total amount that may be paid for such a Deliverable regardless of the actual hours expended or actual travel and living expenses incurred by Consultant’s employees in providing that Deliverable.
- P. **“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 as identified in Article 17, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative as identified in Article 17, effective on the date of service.
- Q. **“Project”** refers to the totality of the efforts of all parties, as contemplated by this Agreement.
- R. **“Service(s)”** refers to action(s) or effort(s) provided or to be provided by Consultant in fulfillment of Consultant’s obligations under this Agreement, as further elaborated in Exhibit E.
- S. **“State”** refers to the State of California.
- T. **“State Standard Agreement Form”** means the form and format utilized by the AOC to enter into or amend agreements, a sample of the format of which is attached to this Agreement as Exhibit G.
- U. **“Statement of Work”** or **“SOW”** specifies the Work that shall be provided by Consultant, as specified in Exhibit E.
- V. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with Consultant or with any Subcontractor of any tier for the performance of any part of the Consultant’s Work under this Agreement. The term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and materialmen.
- W. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, individual, or combination thereof, including joint ventures, other than the AOC, the CFWG or Consultant.

- X. **“Work”** refers to the Services and Deliverables to be provided by Consultant in fulfillment of Consultant’s obligations under this Agreement.
- Y. **“Work Order”** a written order requiring the Contractor to complete the Detailed Statement of Work within the specified Service Work Order Time and for the Service Work Order Sum.

2. Manner of Performance of Work

Consultant shall provide all Work as specified in the Contract Documents, to the AOC's satisfaction, and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B. The Consultant acknowledges that whether specifically stated or not, in all respects under this Agreement, including review and acceptance of the Work, the AOC is acting on behalf of the Court Facilities Working Group.

3. Standard of Professionalism

Consultant shall conduct all Work consistent with the provisions of this Agreement as well as with the professional standards for the industry and type of work being performed under the Agreement.

4. Acceptance of the Work

- A. The AOC Project Manager shall be responsible for written notifications of acceptance of the Work provided pursuant to this Agreement. Prior to approval of the Work and prior to payment, the Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as applicable, to determine the acceptability of the Work provided by Consultant. Unsatisfactory Work will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work (**“Criteria”**) provided by Consultant pursuant to this Agreement:
 - i. Timeliness: The Work was provided on time.
 - ii. Completeness: The Work was provided in accordance with the requirements of the Contract Documents, in a format acceptable to the (CFWG and AOC).
 - iii. Technical accuracy: The Work is accurate as measured against commonly acknowledged industry standards (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
 - iv. Other criteria: The Work was provided in accordance with any other criteria expressly established in the Statement of Work.

- C. When authorized in accordance with the provisions of this Agreement, Consultant shall provide the Work to the AOC as provided for in Exhibit E and in accordance with directions given by the AOC's Project Manager.
- D. The AOC's Project Manager shall accept the Work provided Consultant has delivered the Work in accordance with the requirements of the Contract Documents. The AOC's Project Manager shall issue a written communication to notify Consultant of the Work's acceptability.
- E. If the AOC in whole or part rejects the Work provided, the AOC Project Manager shall submit to Consultant a written rejection describing in detail the failure(s) of the Work to fulfill the requirements of the Contract Documents. If the AOC rejects the Work or any part thereof, Consultant shall have a period of ten (10) days from receipt of the Notice of rejection to correct the stated failure(s) or conform to the requirements of the Contract Documents.
- F. If agreement cannot be reached between the AOC Project Manager and Consultant regarding the Work's acceptability, a principal of Consultant and the Administrative Director, or their designee, shall meet to discuss the problem. If agreement cannot be reached between these parties or Consultant fails to cure the identified deficiencies to the reasonable satisfaction of the Administrative Director or designee, and in the reasonable time established by the Administrative Director, the AOC may shall provide a final rejection the Work, and will notify Consultant in writing of such action and the reason(s) for so doing.
- G. Upon such final rejection of the Work, the AOC shall have the right to terminate this Agreement pursuant to the terms of Exhibit A, Section 3.

5. 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 Consultant shall be transferred to the AOC.

6. Ownership of Results

- A. Any interest of Consultant in any data, materials, and/or Deliverables in any form, or other documents and/or recordings prepared by Consultant in fulfillment of Consultant's Work obligations under this Agreement shall become the property of the AOC. Upon the AOC's written request, Consultant shall, at no additional cost to the AOC, take all necessary actions to perfect the ownership of the AOC in all such data, materials, and/or deliverables within thirty (30) Days of receipt of the AOC's request.

- B. Consultant agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such data, materials, and/or Deliverables. Consultant shall not publish or reproduce such data, materials, and/or Deliverables in whole, or part, or any manner or form, or authorize others to do so without the advance written consent of the AOC.

7. Limitation on Publication

Unless expressly required by this Agreement, Consultant shall not publish or submit for publication any article, press release, or other writing relating to the Work or the existence of this Agreement without prior review and advance written permission of the AOC.

8. Consultant's Key Personnel

- A. Consultant shall provide the Key Personnel listed in Exhibit F, who will, in accordance with their roles and responsibilities as established in the Statement of Work, actually provide the Work set forth in the SOW.
- B. The AOC reserves the right to disapprove the continuing assignment of any of Consultant's personnel, including without limitation Consultant's Key Personnel, if in the AOC's opinion, the performance of said personnel is unsatisfactory. The AOC agrees to provide Notice to Consultant in the event it makes such a determination. If the AOC exercise this right, Consultant shall immediately assign replacement personnel acceptable to the AOC possessing equivalent or greater experience and skills.
- C. If any of Consultant's Key Personnel, through no cause or fault of Consultant, become incapacitated or terminate their employment with Consultant, Consultant shall immediately assign replacement personnel acceptable to the AOC possessing equivalent or greater experience and skills.
- D. Consultant shall retain the same Key Personnel on the Project during the performance of the Work of this Agreement. Consultant may, with advance written approval of the AOC's Project Manager, and subject to an Amendment to this Agreement modifying Exhibit F, substitute Key Personnel provided that the replacement personnel is acceptable to the AOC and possesses equivalent or greater experience and skills.
- E. If any of Consultant's Key Personnel become incapacitated or terminate their employment with Consultant and Consultant cannot furnish a replacement acceptable to the AOC within a time frame which allows for completion of the Work as contemplated in this Agreement, the AOC may terminate this Agreement for cause pursuant to Exhibit A, Section 3.

9. Termination For Convenience

- A. In addition to termination for cause under Exhibit A, Section 3, the AOC may terminate this Agreement at any time for convenience and without cause, by providing Consultant written Notice at least ten (10) Days before the effective date of termination
- B. Upon receipt of a Notice of termination for convenience, Consultant shall promptly discontinue all Work.
- C. If the AOC terminates this Agreement for convenience, the AOC's sole obligation to Consultant shall be to make payment for any Work properly performed prior to the effective date of said termination.

10. Funding Limitations

- A. The AOC's obligation to make payment under this Agreement is subject to the availability of authorized funds. The AOC may for convenience terminate the Agreement or terminate the Work in whole or part, without prejudice to any right or remedy of the AOC, for lack of appropriation of funds or if funding is withdrawn, reduced or limited in any way.
- B. Additional funds will not be made available under this Agreement due to the existence of a Force Majeure Condition, even if the AOC agrees to a modification of the period for performance of the Work.

11. Work Administration/Communication

- A. The AOC Project Manager shall monitor and evaluate Consultant's performance. All requests and communications relating to the Work shall be made through the AOC Project Manager and Acceptance of the Work shall be made exclusively by the AOC Project Manager.
- B. The Project Managers of the respective parties are as follows:

For the AOC:

Mr. Jim Mullen
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, Floor 8
San Francisco, CA 94102-3660

For Consultant:

12. Subcontracting

Except as otherwise expressly provided for in the SOW, Consultant shall not subcontract the Work, or any portion of the Work, unless the AOC agrees in advance to such subcontracting, and subject to an Amendment to this Agreement. Any currently authorized Subcontractors, and the roles and responsibilities to be allocated to them, are specified in the SOW.

13. Amendments

- A. Amendments to this Agreement can be made only with prior approval of the AOC Project Manager, and must be authorized as provided for below. Any requests by Consultant for changes or Amendments must be submitted in writing to the AOC Project Manager and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Project Manager reviews the request, a written decision shall be provided to Consultant.
- B. Amendments to this Agreement shall be authorized via bilateral execution of a State Standard Agreement Form (see Exhibit G).

14. Accounting System Requirement

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

15. Audits and Access to Records

- A. Consultant must retain and maintain easily available all Records pertaining to Consultant's performance of its obligations under this Agreement. Records ("Records") include but are not limited to any books, reports, accounts, estimates, documents, detailed financial information, certified payrolls, invoices, or any other documentation or evidence, as well as any documents utilized in the preparation of Proposals, Invoices, Disputes, litigation and any Claims. Records must be maintained in accordance with industry standards and generally accepted accounting principles and practices consistently applied.
- B. The provisions of Article 15 A shall not apply to any work product that is the result of Consultant's collaboration with legal counsel or to any of Consultant's confidential or proprietary information that does not fall within the definition of a Record as given above.
- C. AOC and/or its designated representative(s) will have access upon 24 hours advance written notice, at all times during Consultant's normal

business hours, to all of Consultants Records for the purposes of inspection, audit, and copying. Consultant will, at no cost to AOC, provide access and proper facilities for such purposes.

- D. If this Agreement contemplates the use of Subcontractors, Consultant shall ensure that all Subcontractor(s), of all tiers, are bound to all provisions of this Article 15.
- E. Records must be retained and maintained available throughout the period of the performance of the Work and for a period of five (5) years after all obligations of the parties under this Agreement have been met, or until 5 years after final settlement of all Disputes, Claims, or litigation to which the Records relate, whichever event occurs later.
- F. If an audit or AOC internal review reveals that Consultant has overcharged the AOC, Consultant will immediately pay to the AOC the overcharged amount plus interest from the date of overpayment. The rate of interest will be equal to eighteen percent (18%) per year or the maximum rate permitted by applicable law, whichever is less. The audit or AOC internal review will be conducted at the AOC's expense, unless the audit or review reveals that Consultant has overcharged the AOC by ten percent (10%) or more on any invoice, in which case Consultant will reimburse the AOC for all costs and expenses incurred by the AOC in connection with such audit or review, including direct and indirect costs incurred by AOC employees.
- G. The obligations of this Article 15 shall survive any expiration or termination of this Agreement.

16. Insurance Requirements

a. Minimum Insurance and Limits of Liability

Without limiting Consultants indemnification obligation and in addition thereto, Consultant 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 Consultant under this Contract. Consultant 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 \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease policy limit for each employee. This coverage shall not be required where Consultant has no employees.

State of California Standard Agreement
No. _____ with Consultant

- (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 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 Consultant'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 \$1,000,000 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, Consultant 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.

b. General Requirements

- (i) Consultant 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, Consultant will declare any deductible or self-insured retention (SIR). Consultant will be responsible for reimbursement of any deductible to its insurer. Consultant will administer any self-insurance program in a commercially reasonable manner that ensures sufficient funds are available to cover all losses Consultant must insure against under the terms of this Article 16.
- (iii) Before commencement of the Work, Consultant 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

State of California Standard Agreement
No. _____ with Consultant

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 Article 16.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
 - (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, Consultant will immediately renew or replace the required insurance and provide a new certificate of insurance to the AOC. Consultant 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 Articles 16.a(ii) and 16.a(iii) of this Exhibit B as well as any excess liability or umbrella liability insurance that Consultant maintains in compliance with the terms of this Article 16 must include the State of California, Judicial Council of California, the CFWG and the Administrative Office of the Courts, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, members, employees, and agents, if any, as additional insured, but only with respect to liability assumed by Consultant under the terms of this Contract or liability arising out of the performance of the Services.
- (vi) Consultant 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,

State of California Standard Agreement
No. _____ with Consultant

officers, employees, and agents for loss or damage arising out of the Services performed by Consultant under this Agreement, and Consultant will require any insurer providing insurance required under this Article 16 to do the same.

- (vii) Consultant 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 Article 16.
- (viii) If Consultant 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 Article 16.
- (x) The Certificates of Insurance required under Article 16.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 this Exhibit B.

17. Notices:

Any Notice to be provided by either party shall be in writing and shall be addressed as follows:

To the AOC:

Mr. Grant Walker
Senior Manager Business Services
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, Floor 7
San Francisco, CA 94102-3660

With a copy to the AOC's Project Manager

To Consultant:

18. Confidentiality

- A. Both the AOC and Consultant acknowledge and agree that in the course of performing the Work under this Agreement, the AOC may disclose Confidential Information to Consultant, its employees, and its authorized Subcontractors, if any.
- B. Except as otherwise specified herein, Consultant 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, but not less than a reasonable standard of care. Consultant may disclose the AOC's Confidential Information to Consultant's employees and any authorized Subcontractors on a need to know basis. All such employees and Subcontractors of Consultant to whom such information is disclosed shall have executed a confidentiality agreement with Consultant binding them to a promise of confidentiality concerning Confidential Information of Consultant's clients that is provided to them, and said promise shall not be less stringent than the confidentiality obligation of Consultant to the AOC under this Agreement.
- C. If anticipated in the activities specified in the SOW or otherwise directed by the AOC Project Manager in writing, Consultant may disclose AOC Confidential Information to Third Parties as allowed in the SOW or by such writing, but only in furtherance of and to the degree necessary to allow Consultant to provide its Work under this Agreement.
- D. Consultant shall acquire no right or title to the Confidential Information. Consultant agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement or as expressly provided for in writing by the AOC at the time of the disclosure. Notwithstanding the foregoing, Consultant 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.

19. Conflict of Interest

- A. Consultant certifies that Consultant has no direct or indirect financial interest which could conflict in any manner or degree with Consultant's performance of the Work required under this Agreement, including any financial interest (other than Consultant's compensation rightfully owed under this Agreement) in any entity other than Consultant (including without limitation, any non-profit organization, corporation, company, or partnership) that may be doing business with the AOC as part of any

activities either contemplated under this Agreement or undertaken in relation to this Agreement.

- B. Consultant shall ensure that its employees and those of any authorized Subcontractors providing the Work contemplated under this Agreement (including the spouses, domestic partners, and dependent children of such employees and Subcontractors) shall have no direct or indirect financial interest which could conflict in any manner or degree with Consultant's proper performance of the Work of this Agreement, including any financial interest in any entity (including without limitation, any non-profit organization, corporation, company, or partnership) that may be doing business with the AOC as part of any activities either contemplated under this Agreement or undertaken in relation to this Agreement.
- C. Consultant ensures and shall ensure that its employees and any authorized Subcontractors shall avoid actions resulting in or creating the/an appearance (1) of the use of their relationship with the AOC that results from this Agreement for any private gain or in any other manner unsanctioned by the AOC; (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 CFWG, or Consultant; (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 CFWG and/or their respective employees or other agents involved in any activities undertaken in relation to this Agreement.
- D. Consultant certifies and shall require any authorized Subcontractor(s) to certify that AOC employees will not be employed by them or awarded a contract by them for a period of two (2) years from their date of separation from the AOC if that employee had any part of the decision making process relevant to the award of this Agreement.

20. Covenant Against Gratuities

- A. Consultant warrants that neither Consultant itself nor any of its employees, any authorized Subcontractors or its 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 any member of the CFWG for the purpose of securing or having secured an award of this Agreement for Consultant.

- B. Consultant warrants that neither Consultant itself nor any of its employees, authorized 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 any member of the CFWG for the purpose of securing an outcome favorable to Consultant resulting from any decisions made as a consequence of or in relation to this Agreement.
- C. Consultant warrants that neither Consultant itself nor any of its employees, authorized Subcontractors or agents will, without immediate written Notice to the AOC, knowingly allow any third party to 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 any member of the CFWG with a view toward securing an outcome favorable to Consultant or any third party that results from decisions made as a consequence of or in relation to this Agreement.
- D. For breach or violation of any of the aforesaid warranties, the AOC will have the right to terminate the Agreement in accordance with Exhibit A, Section 3.

21. National Labor Relations Board

By executing this Agreement, Consultant 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 Consultant within the immediately preceding two (2) year period because of Consultant's failure to comply with an order of the National Labor Relations Board.

22. Drug-Free Workplace

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

23. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, Consultant and its authorized 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. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

State of California Standard Agreement
No. _____ with Consultant

- B. During the performance of this Agreement, Consultant and its authorized Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Consultant or its Subcontractors interact in the performance of this Agreement. Consultant and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. Consultant 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. Consultant and any of its authorized 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. Consultant shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

24. Americans with Disabilities Act

By signing this Agreement, Consultant assures the AOC 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.

25. Governing Law; Jurisdiction

- A. This Agreement, and all of the rights and duties of Consultant and the AOC arising out of or related to this agreement or to the relationship of Consultant and the AOC, 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 Consultant has or may acquire against the AOC, whether based on contract, tort, statute, or anything else.
- B. Consultant agrees that any claims that it has or may acquire against the AOC shall be commenced in and decided exclusively by a court of competent jurisdiction located in the State of California. Consultant agrees to submit to the personal and exclusive jurisdiction of courts located in the State of California. Consultant 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 Consultant, the location of the project that is the subject of the litigation or the location of witnesses, the location of documents, or anything else.

26. Relationship of the Parties

The relationship of the parties hereto is that of independent contracting parties and not that of employment, partnership, joint venture, agency, or any other form of association. Neither party shall have the right to contract on behalf of or in the name of the other party to this Agreement.

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 this 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 supersedes 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 in

State of California Standard Agreement
No. _____ with Consultant

the form of a written and signed Amendment, by a duly authorized representative of the AOC.

END OF EXHIBIT

EXHIBIT C
PAYMENT PROVISIONS

1. Compensation:

All compensation to be paid under this Agreement shall occur only upon the receipt and acceptance of Deliverables.

2. Basis of Payment:

- A. Deliverables shall be paid for on either a Fixed Price Basis or an Hourly Rates Basis.
- B. Exhibit F specifies the basis of payment applicable to each particular Deliverable.
- C. Deliverables to be paid for an Hourly Rates Basis are subject to a price limit, the Not to Exceed Amount, specified for that Deliverable in Exhibit F.
- D. Compensation for Deliverables to be paid for on an Hourly Rates Basis will in no event exceed the Not to Exceed Amount specified in Exhibit F for that Deliverable, regardless of the actual hours worked, costs, or expenses borne by Consultant in providing the Deliverable. Consultant is responsible for fully and completely providing such Deliverables when authorized according to the Work Order Process specified in Exhibit D.

3. Maximum Compensation:

The maximum amount the AOC may pay to Consultant under this Agreement for performance of all of the Work as well as for Travel and Living Expense and/or any Reimbursable Expenses incurred, shall be in an amount not greater than the sum of the Firm Fixed Price(s) and the Not to Exceed Amounts for all Deliverables, as specified in Exhibit F.

4. Invoicing and Payment

Consultant shall invoice the AOC once monthly, as follows:

- A. If a Deliverable is to be paid for on a Fixed Price Basis, upon provision of that Deliverable and issuance of an Acceptance by the AOC's Project Manager, Consultant shall invoice the AOC for the Fixed Price applicable to that Deliverable.
- B. If a Deliverable is to be paid for on an Hourly Rates Basis, Consultant shall invoice the AOC monthly for all hours actually incurred by Consultant's

employees in the provision of that Deliverable in the previous calendar month, as well as any rightly incurred Travel and Living Expenses incurred in that month.

C. Invoices shall clearly indicate the following:

- i. The Contract number of this Agreement;
- ii. An unique invoice number;
- iii. Consultant's name and address;
- iv. A preferred remittance address, if different from the mailing address.
- v. Number Assigned to the Deliverable invoiced for, as given in Exhibit E.
- vi. Basis of payment for the Deliverable (either "Fixed Price" or "Hourly Rates").
- vii. If the Deliverable is to be paid for Fixed Price Basis, the Fixed Price applicable to the Deliverable.
- viii. If the Deliverable is to be paid for an Hourly Rates basis, the Not to Exceed Amount applicable to the Deliverable.
- ix. If the Deliverable is to be paid for on an Hourly Rates Basis, include:

A summary of all hours actually worked during the previous month, including Job Title(s), names of individuals working, date(s) of work, number of hours worked, hourly rate applied, and extended amount owed, along with a total of all hourly amounts being billed; and

A summary of all Travel and Living Expenses rightfully incurred during the previous month, including name and Job Title of individual travelling or otherwise incurring expenses, and, as applicable, date(s) of travel, purpose of travel, purpose of expenditure, amount of expenditure, along with a total of all such expenses for each individual and for the Deliverable.

D. Travel and Living Expense ("Travel and Living Expenses") Guidelines

If payment for a Deliverable is on an Hourly Rates Basis, the AOC shall, subject to the Not to Exceed Amount for that Deliverable, reimburse Consultant for reasonable transportation, meals, and lodging expenses actually and properly incurred by Consultant's employees in the course of their performance of the Work, which are as follows:

- a. If air transportation is authorized, the AOC will reimburse

State of California Standard Agreement
No. _____ with Consultant

Consultant only at the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) Days prior to travel, unless the AOC's Project Manager agrees to a shorter period in writing.

- b. If overnight lodging expense is authorized, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the AOC will reimburse Consultant only (i) for hotel room rental at the actual cost not to exceed \$110.00 per Day, plus occupancy tax and/or energy surcharge; and (ii) for meals, at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and incidentals~\$6.00.
 - c. If private vehicle ground transportation expense is authorized, the AOC will reimburse Consultant at \$0.55 cents per mile.
 - d. The AOC is not obligated to pay for, and Consultant shall not invoice for payment for any hours of time not incurred in providing Work that are expended by Consultant's employees when spent traveling to or from the location where the Work is performed.
 - e. Travel and Living Expenses shall be billed to the AOC at Consultant's actual cost, including any discounts or rebates accorded to Consultant and are not subject to any markup, fee, or other charge.
 - f. Notwithstanding the provisions of Exhibit B, Section 15, Consultant shall maintain a file of original invoices for all travel and living related expenses. Upon the AOC's Project Manager's request, Consultant shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses together with a time sheet.
- E. If a Deliverable is to be paid for an Hourly Rates Basis, payment will be subject to a 10% withholding by the AOC. Any amounts so withheld shall be invoiced to the AOC on the final invoice provided to the AOC for said Deliverable, and shall be paid to Consultant upon final acceptance of that Deliverable by the AOC's Project Manager.
- F. Consultant shall submit one (1) original and two (2) copies the invoice to the AOC Project Manager at the address below:

State of California Standard Agreement
No. _____ with Consultant

Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688

- G. The AOC will make payment in arrears sixty (60) days after receipt of Consultant's properly provided invoice.

END OF EXHIBIT

EXHIBIT D

WORK ORDER AUTHORIZATION PROCESS

A.2. Work Order Authorization Process

- A. The AOC will authorize the performance of Work and this Agreement via written Work Order(s) which shall be substantially in the format provided in Exhibit G and authorized as specified in this Work Order process.
- B. The AOC will provide Consultant with 2 copies of Work Order. The Work Order shall cite the Deliverable(s) to be provided, including the Deliverable number(s) as given in the SOW. The price of the Deliverable shall be as specified in Exhibit F.
- C. Upon receipt, Consultant will sign both Work Order copies, which shall be returned to the AOC. The AOC will countersign both copies and return one to Consultant. Upon signature by both parties, a Work Order shall be considered authorized for the purposes of this Agreement.
- D. Upon receipt of an authorized Work Order, Consultant is authorized to begin the Work and provide the Deliverable in accordance with the provisions of the SOW.
- E. If the parties agree to revise an existing Work Order, the parties agree that such revisions are subject to the authorization of a revision to be performed in the same manner as authorization of the Work Order itself. Upon authorization, the revised Work Order shall supersede and override the existing Work Order.
- F. The AOC reserves the right to modify the format of the form provided in Exhibit G, as it deems necessary or appropriate, in its sole discretion, and will notify Consultant of any modification to said form
- G. Any commencement of Work and any expenditure made prior to Consultant's receipt of an authorized Work Order shall be made at Consultant's sole risk.
- H. The AOC does not guarantee that Consultant will receive any particular number of Work Order(s) under this Agreement.

END OF EXHIBIT

EXHIBIT E

STATEMENT OF WORK

NOTE: As specified in the RFP, the AOC shall have the right to incorporate into this SOW, in whole or part, the Work Plan submitted by Consultant as part of their Proposal.

The SOW currently given here is taken directly from Sections 3, 4 and 5 of the RFP. If the Scope of Services given in the RFP is modified prior to the due date of the Proposals, substitute the modified Sections 3, 4 and 5 of the RFP Scope of Services here.

3.0 Scope of Services

The scope of the services applicable to each Deliverable is as follows:

3.1 Deliverable 1:

- a. Based on the list of projects listed in Attachment 1 the Consultant shall select six projects, completed and in process, to assess the overall management of the Program and individual project team performance relative to budget, scope, schedule, and quality outcomes. In completing its review, the Consultant shall provide objective analysis of the efficiency and effectiveness of the OCCM management of the Program. Of the six projects 3 must be of Completed Capital Projects; and 3 must be of Active Capital Projects – Funded by SB1732. As part of its approved approach, work plan and methodology the Consultant will develop a list of processes to be examined and determine the breadth of each analysis for each project. The analysis must include each of the elements indicated below:
 - Site acquisition (selection, site analysis, entitlements, purchase/sale transaction)
 - Project programming and design (LEED[®], constructability/coordination/quality assurance reviews, scope refinement, code compliance)
 - Budget management (preliminary, schematic and design development estimates, value engineering and analysis, life cycle studies, construction phase cost controls, accounting, change orders)

State of California Standard Agreement
No. _____ with Consultant

- Pre-Construction planning (site logistics, procurement strategy, bid packaging, labor agreements, long-lead purchasing, local and DVBE outreach programs, labor compliance programs, insurance and safety programs, quality assurance programs)
 - Environmental compliance (CEQA process, mitigation monitoring plan)
 - Contract solicitation and administration
 - Schedule management (preliminary, schematic, design development, construction, move-in schedules, resource loading forecasting, alternatives, float management, change orders)
 - Construction administration and management (communication, documentation and document control, insurance and safety, LEED[®] certification tracking, labor compliance, quality assurance, local and DVBE contracting, project procedures manual, inspection, testing)
 - Delivery (commissioning, close out, records management, training, technology transfer, move-in)
 - Warranty and conformance administration.
- b. Perform an assessment of the structure and composition of the project delivery team, including OCCM organization structure, staff, consultants, architects and engineers, general contractors, and end users.
- c. Following completion of Scope Items 3.1a and 3.1b, identify the processes that will, if improved, provide the greatest value to the Program, and recommend specific improvement goals, objectives, and implementation strategies in a report to be provided to the CFWG.

State of California Standard Agreement
No. _____ with Consultant

3.2 Deliverable 2:

When authorized by the CFWG, perform Program and/or project review, and provide reports of assessments and oversight to ensure the implementation of improvements identified in Scope Item #3.1c.

3.3 Deliverable 3:

When authorized, at the direction of the CFWG, perform an on-going independent oversight of the Program sufficient to:

- i. Provide monthly reports providing an accurate representation of the Program objectives developed from individual project elements such as schedule, scope, budget, and quality; and
- ii. Identify risk in individual project elements such as schedule activities or line item costs at a level of detail that lends itself to specific assessment of overall project or Program risks.

3.4 Deliverable 4:

Develop and provide a report establishing metrics, based on standards, published guidelines, and recognized body of knowledge to measure and evaluate the Program and individual project success in delivering expected schedule, scope, budget, and quality within an acceptable project risk framework.

3.5 Deliverable 5:

Prepare at the direction of the CFWG an annual report to the Judicial Council of California concerning the efficiency and effectiveness of the OCCM management of the Program. The first report will be required within 6 months of the initial engagement of the Consultant and will then be required on an annual basis for each year of the Agreement, not to exceed 4 reports.

3.6 Deliverable 6:

In the form of a report, provide written review and comment to the report that will be prepared by the AOC as required by Section 22 of Senate Bill 78 (Chapter 10, Statutes of 2011). The Consultant's report of its review must be completed in a timely manner to facilitate the Judicial Council's statutory requirement to present its report to the Joint Legislative Budget Committee by January 15, 2013, concerning the process, transparency, costs, and timeliness of the Program's construction procurement.

4.0 Process

The Consultant will be encouraged to utilize each of the means below to obtain the information necessary to complete the scope of services and provide the Deliverables:

The Consultant may attend meetings associated with the implementation of the Program.

The Consultant may conduct interviews with the AOC and OCCM management charged with the implementation of the Program.

The Consultant may conduct interviews with project team end users, consultants, and general contractors.

The Consultant may review Program and project related documents and processes as required in assessing the Program.

The Consultant may request that the AOC or OCCM prepare reports to augment existing documents and documents routinely prepared as part of the implementation of the Program.

The Consultant may review applicable literature and consult with individuals responsible for similar federal, state, and local government construction programs. The sources of any literature reviews and summary of consultations shall be disclosed in the applicable reports.

5.0 Deliverables

All Deliverables referred to by this RFP shall consist of written reports provided to the CFWG when and as specified in the Statement of Work of the applicable legal agreement. The legal agreement applicable to an award resulting from this RFP will be published to the website at a future date, before Proposals are due. Please monitor the website to obtain a copy.

The Consultant will be required to ensure that all of the Services and Deliverables specified in the Statement of Work of the legal agreement applicable to this RFP are performed to the satisfaction of the CFWG.

Deliverables will be authorized separately and independently at the option of the CFWG following execution of the Agreement, and award of the contract resulting from this RFP is not a guarantee that the Consultant will be engaged to provide all of the Deliverables set forth below.

Consultant shall be reimbursed solely upon receipt and acceptance of Deliverables by the CFWG.

Provision of a Deliverable will be authorized in accordance with the process established in the legal agreement.

To provide the Deliverable for item 1 of the Scope of Services (see Section 3.1, above), the Consultant shall submit its written report or reports within 90 days following authorization to proceed or as otherwise directed by the CFWG.

To complete the Deliverable for item 2 of the Scope of Services (see Section 3.2 above), the Consultant shall submit reports in accordance with the CFWG's requirements that will identify the task assigned and provide the CFWG and AOC with a summary of the knowledge obtained and conclusions reached, accompanied by supporting documentation.

To provide the Deliverable for item 3 of the Scope of Services (see Section 3.3 above), the Consultant shall submit monthly reports in accordance with the CFWG's requirements that will (i) reflect the progress of the Program relative to selected individual project elements, (ii) identify risk in Program and individual project elements such as schedule activities or line item costs at a level of detail that lends itself to specific assessment of overall Program or project, and (iii) provide a summary of the knowledge obtained and conclusions reached, accompanied by supporting documentation.

State of California Standard Agreement
No. _____ with Consultant

To provide the Deliverable for item 4 of the Scope of Services (see Section 3.4 above), the Consultant shall provide metrics, in the form of a report based on standards, published guidelines, and recognized body of knowledge to measure and evaluate the Program and individual project success in delivering expected schedule, scope, budget, and quality within an acceptable project risk.

To provide the Deliverable for item 5 of the Scope of Services, (see Section 3.5 above) the Consultant shall prepare the required report(s) when and as directed by the CFWG.

To complete the Deliverable for item 6 of the Scope of Services (see Section 3.6, above), the Consultant shall provide, in the form of a report, its review and written comments concerning the report prepared by the AOC when and as directed by the CFWG.

END OF EXHIBIT

EXHIBIT F

KEY PERSONNEL, HOURLY RATES, PRICES, AND NOT TO EXCEED AMOUNTS

A. Consultant's Key Personnel and Hourly Rates

Name:	Title	Hourly Rate	Roles and Responsibilities

B. Deliverables, Fixed Prices, and Not to Exceed Amounts:

Deliverable Number:	Type	Price
1	Firm Fixed Price	\$
2	Not to Exceed Amount	\$
3	Not to Exceed Amount	\$
4	Firm Fixed Price	\$
5	Not to Exceed Amount	\$
6	Firm Fixed Price	\$
Total of all Fixed Prices and Not to Exceed Amounts:		\$

END OF EXHIBIT

State of California Standard Agreement
No. _____ with Consultant

EXHIBIT G

STATE STANDARD AGREEMENT FORM

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

	AGREEMENT NUMBER	AMENDMENT NUMBER
		FEDERAL EMPLOYER ID NUMBER

THIS Work Order (the "Work Order") is made and entered into this ___th day of _____, 20__ ("Effective Date"), in the State of California, by and between the parties identified below.

This Work Order is issued in accordance with the provisions of AOC Agreement Number _____ between Consultant and the AOC, for consulting services.

Deliverable Authorized:


Fixed Price or Not to Exceed Amount (as applicable)

AOC'S SIGNATURE "AOC"	CONSULTANT'S SIGNATURE "Consultant"
Judicial Council of California, Administrative Office of the Courts	
BY (<i>Authorized Signature</i>) 	BY (<i>Authorized Signature</i>)
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker Senior Manager, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS

State of California Standard Agreement
No. _____ with Consultant

AGREEMENT NUMBER	AMENDMENT NUMBER
FEDERAL EMPLOYER ID NUMBER	

Administrative Office of the Courts Use Only

Fund Title	Program / Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Amount Encumbered by this Document:			Prior Amount Encumbered for this Contract:			Total Amount Encumbered to Date:	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	
							

END OF EXHIBIT

END OF AGREEMENT