

**ATTACHMENT G
 STANDARD AGREEMENT**

**JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
 STANDARD AGREEMENT COVERSHEET**

	AGREEMENT NUMBER MA-E-00
	FEDERAL EMPLOYER ID NUMBER @

1. This Agreement shall be between Consultant and the Judicial Council of California, Administrative Office of the Courts (“AOC”), and @ (“Consultant”). AOC and Consultant may be individually referred to herein as “Party” or collectively referred to herein as “Parties.”

2. The term of this Agreement shall commence @ (the “Effective Date”) and terminate the later of @, (“Initial Term”) or the date work pursuant to a Work Order authorized during the Initial Term is completed.

3. The title of this Agreement is: Environmental Consultants Services Agreement 2013-2016
 The title listed is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The maximum amount payable to Consultant under this Agreement shall not at any time exceed the total of all of the Total Amount(s) Encumbered to Date specified on all of the most recently authorized Work Order Authorization Forms pertaining to Work Order(s) authorized under this Agreement (“Contract Amount”).

5. This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by an Amendment executed by both Parties. In the event of conflict in documents, the following order of precedence shall prevail: (1) the most recently executed Standard Agreement Form pertaining to this Agreement;(2) Exhibits A, B, C, D, E F and G, (in order of preference); (3) the most recently executed Standard Agreement Form related to an authorized Work Order; and (4) documents referenced in authorized Work Orders, if any. As regards the subject matter they address, amended documents shall prevail over previous document(s). Work will be initiated via authorized Work Orders as specified in this Agreement.

6. This Agreement is composed of the following documents that are collectively referred to as the “Contract Documents”:
 This signed Standard Agreement Form;
 Exhibit A, Standard Provisions;
 Exhibit B, Special Provisions;
 Exhibit C, Work Order Authorization Process Invoicing and Payment Provisions;
 Exhibit D, Statement of Work
 Exhibit E, Rates & Prices
 Exhibit F, Work Authorization Form and Standard Work Order
 Exhibit G, DVBE Participation Form



AOC’S SIGNATURE	CONSULTANT’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONSULTANT’S NAME <i>(if Consultant is not an individual person, state whether Consultant is a corporation, partnership, etc.)</i>
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

EXHIBIT A

STANDARD PROVISIONS

1. Indemnification

- 1.1. The Consultant agrees to indemnify and hold harmless (collectively, “Indemnify”) the State, the Judicial Council of California, the Administrative Office of the Courts, the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their directors, officers, agents, representatives, volunteers and employees (individually, an “Indemnified Party”) from any and all claims, lawsuits, losses, costs, liabilities, and damages to the extent caused by any of the following:
 - 1.1.1. Consultant’s or its employees’ or Sub-Consultants’ negligent acts or omissions, or intentional misconduct;
 - 1.1.2. Consultant’s breach of its obligations under this Agreement;
 - 1.1.3. Consultant's or its employees’ or Sub-Consultants’ violation of any applicable law, rule, or regulation; and
 - 1.1.4. Claims or lawsuits by a third party, Consultant, Sub-Consultant, supplier, worker, agent or any other person, firm, or corporation furnishing or supplying work, materials, or supplies who may be injured or damaged by the Consultant or any of its employees or Sub-consultants when such claim arises from, is related to, or is in connection with the Consultant’s operations under this Agreement.
- 1.2. The Consultant’s defense obligation under this section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions of the Consultant or any of its employees or Sub-Consultants.
- 1.3. This section does not require the 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 an Indemnified Party.
- 1.4. This section shall not be construed to limit an Indemnified Party’s rights as an additional insured under a policy of insurance furnished pursuant to Exhibit B.
- 1.5. This section shall not be construed to limit the defense obligations of any insurance company to an Indemnified Party named as an additional insured under any policy described in Exhibit B.

2. Relationship of Parties

Consultant and its employees and Sub-Consultants, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the AOC.

3. **Cost Recovery - Termination for Cause**

The AOC may terminate this Agreement or any authorized Work Order in accordance with the provisions of the section entitled "Termination" set forth in Exhibit B, however, if this Agreement or an authorized Work Order is terminated for cause, the AOC may proceed with the Work in any manner it deems proper and the cost to the AOC to obtain performance of the Work shall be deducted from any sum due Consultant under this Agreement.

4. **No Assignment**

Without the written consent of the State, Consultant shall not assign this Agreement in whole or in part.

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 or authorized Work Order shall not be valid unless made in writing and signed by the Parties in the form of an Amendment, and any oral understanding or agreement that is not incorporated herein 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 Contract Amount. The consideration to be paid to Consultant under an authorized Work Order shall in no event exceed the Work Order Grand Total specified on the most recently authorized Standard Agreement Form related to that Work Order. The Consultant shall be paid in accordance with the Payment Provisions set forth in Exhibit C. The AOC's payments to Consultant pursuant to this Agreement shall constitute full compensation for all of Consultant's time, materials, efforts, costs and expenses incurred in the performance of any obligation(s) or any other activities undertaken pursuant to this Agreement.

END OF EXHIBIT A

EXHIBIT B

SPECIAL PROVISIONS

1. Definitions

- 1.1. Terms defined in the Contract Documents shall apply to this Agreement and to all authorized Work Orders. Term(s) defined in an authorized Work Order shall apply only to that particular Work Order.
 - 1.1.1. “Acceptance” means the written acceptance issued to Consultant by the AOC’s Project Manager after Consultant has successfully provided the Work in accordance with this Agreement.
 - 1.1.2. “Amendment” means a Standard Agreement Form substantially in the format of the Standard Agreement Form used to enter into this Agreement and any documents it explicitly references, that, when signed by the Parties, modifies the provisions of this Agreement or an authorized Work Order.
 - 1.1.3. “Business Day” means days of the week excluding Saturday and Sunday, and State holidays.
 - 1.1.4. “Confidential Information” means trade secrets, financial, statistical, personnel, technical, or any other data or information relating to the AOC’s, the Courts’ or the State’s business, or the business of its constituents.
 - 1.1.5. “Consultant Proposal” means a written document, substantially in the format of Exhibit F hereto that Consultant submit to the AOC in response to a Services Request Form in accordance with the provisions of the Work Order process detailed in Exhibit C.
 - 1.1.6. “Court(s)” means one or more of the superior or appellate courts in the State’s court system.
 - 1.1.7. “Day” means calendar day.
 - 1.1.8. “Deliverable(s)” means and includes any Material(s) provided or to be provided under this Agreement that are explicitly designated as a Deliverable in an authorized Work Order.
 - 1.1.9. “Fixed Price” means that the price to be charged for a Service is not subject to change throughout Initial Term.
 - 1.1.10. “Fixed Price Based Service(s)” mean pre-described Service(s) based on a deliverable that is/are priced at a Fixed Price(s). The Fixed Price Service(s)

descriptions provided in Exhibit F specify the description of the Work that shall be provided for such Service(s).

1.1.11. “Force Majeure” means a delay which impacts the timely performance of Work or otherwise delays the Project, for which neither Consultant, its Sub-Consultant(s) nor the AOC are liable because such delay or failure to perform was unforeseeable and beyond the control of the affected Party(ies). Acts of Force Majeure include, but are not limited to:

- 1.1.11.1. Acts of God or the public enemy;
- 1.1.11.2. Acts or omissions of any government entity;
- 1.1.11.3. Fire or other casualty for which a Party is not responsible;
- 1.1.11.4. Quarantine or epidemic;
- 1.1.11.5. Strike or defensive lockout; and
- 1.1.11.6. Unusually severe weather conditions.

Force Majeure does not include failures or delays caused by Consultant and/or its Sub-Consultant(s).

1.1.12. “GAAP” means Generally Accepted Accounting Principles.

1.1.13. “Hourly Rates Based Service(s)” means Service(s) that are provided or are to be provided at fixed hourly rates according to job description/classification, as specified in Exhibit E.

1.1.14. “Key Personnel” refers to Consultant personnel or personnel of Sub-Consultant(s) that are designated as “Key Personnel” and identified by name in an authorized Work Order.

1.1.15. “Material(s)” means any type of tangible item provided to the AOC by Consultant and/or its Sub-consultants, including but not limited to, written reports, goods, supplies, equipment, and other commodities. Material(s) exclude all software, services, and Reimbursable(s).

1.1.16. “Notice” means a written document provided in accordance with the provisions of the section entitled “Notice” set forth in Exhibit B.

1.1.17. “Pricing Methodology” means the methodology for certain contractual terms and conditions. There are three (3) types of Pricing Methodology: Fixed Price Based; Time and Materials Not to Exceed Based, and Time and Materials Based.

1.1.18. “Project” refers to the totality of work encompassed or contemplated under an individual authorized Work Order.

1.1.19. “Reimbursable Expense” means expense(s) incurred or to be incurred by Consultant and/or its Sub-Consultant(s) for Reimbursable Item(s).

- 1.1.20. “Reimbursable Item(s)” or “Reimbursable(s)” means tangible item(s) utilized by Consultant’s or Sub-Consultant’s employees in the performance of Service(s).
- 1.1.21. “Service(s)” means and includes authorized action(s) that are performed by the Consultant’s or its Sub-Consultant(s). There are two types of Service(s) to be provided under this Agreement, Fixed Price Service(s) and Hourly Rate Service(s).
- 1.1.22. “Services Request Form” means a written document that the AOC submits to Consultant to request a Proposal, in accordance with the Work Order process detailed in Exhibit F.
- 1.1.23. “Service Type” means the particular type(s) of Service(s) Consultant is authorized to perform as detailed in Exhibit F hereto.
- 1.1.24. “Standard Agreement” means the printed form used by the AOC to authorize any Work Orders or Amendments.
- 1.1.25. “State” refers to the State of California.
- 1.1.26. “Statement of Work” is the description of Work, as specified in Consultant’s Proposal Form(s).
- 1.1.27. “Sub-Consultant(s)” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Consultant or with any Sub-Consultant of any tier for the performance of Service(s) or provision of Material(s), in whole or in part, relating to this Agreement. When reference is made to a Sub-Consultant(s) in this Agreement, it shall include every level and/or tier, of Consultant’s Sub-Consultants, agents, suppliers, and/or materialmen.
- 1.1.28. “Third Party” refers to any individual, organization, agent, or any combination thereof that is not a party to this Agreement.
- 1.1.29. “Travel and Living Expense(s)” means expense(s) for travel and living costs actually incurred or that are expected to be incurred by Consultant’s or its Sub-Consultant’s employees in the course of performing the Services or providing the Reimbursable(s).
- 1.1.30. “Work” includes Services and/or Materials.
- 1.1.31. “Work Order” means a Standard Work Order Form in substantially the same format of Exhibit F, and any document referenced by it.

2. Services to be Provided and Manner of Performance of Work

Consultant shall provide Work specified in accordance with the provisions of authorized Work Order. Work shall be performed to the AOC's satisfaction, in compliance with the specifications for the Work given in the Work Order and Contract Documents.

3. Standard of Care

3.1. The Consultant and its Sub-Consultant(s) shall provide the Work in accordance with the standards and criteria specified in this Agreement and any standards and criteria specified in an authorized Work Order, however, in no event shall the Work be performed in a manner that is less than the standard of care generally accepted in the industry pertaining to the applicable Service Type.

3.2. The AOC shall have the right to establish specific standards and criteria, including acceptance criteria applicable to an individual Work Order by specifying such provisions in the Statement of Work.

4. Work Guarantee

4.1. Consultant guarantee that the Work conforms to the standards and criteria established in this Agreement and its authorized Work Orders. If the AOC identifies defect(s) or deficiencies in the Work Consultant shall, at the AOC's sole option, remedy the defect(s) and/or deficiencies to the satisfaction of the AOC. Consultant shall have a period of ten (10) Business Days following receipt of a written communication from the AOC's Project Manager informing Consultant of the existence of a defect or deficiency, in which to provide a cure. In no event shall the AOC be responsible for any costs or expenses incurred by Consultant to remedy any such defect(s) or deficiency(ies).

4.2. Consultant guarantees that the Work will be performed / provided in accordance with the schedule or within the dates specified in Work Order(s).

5. Acceptance

5.1. In addition to any specific criteria specified in an authorized Work Order, the AOC's Project Manager will apply the following criteria in determining whether to accept the Work:

5.1.1. Timeliness: The Work was provided on time and according to schedule.

5.1.2. Completeness: The Work contained all of the attributes and elements required by this Agreement and the Work Order.

- 5.1.3. Technical accuracy: The Work complied with specific standards specified in this Agreement and the Work Order.
- 5.2. Upon successful completion of a Service or provision of Material, the AOC's Project Manager will provide the Consultant's Project Manager with a written notice of acceptance pertaining to that Service or Material.
- 5.3. The AOC's acceptance of a Service or Material shall be evidenced only by a written notice of Acceptance and no other act or communication, or absence of the same shall be construed as an Acceptance. Acceptance by the AOC does not relieve Consultant of its guarantee obligations under this Agreement.
- 5.4. If the AOC's Project Manager rejects Work Consultant shall provide a cure in accordance with the provision of this Agreement.
- 5.5. If the AOC's Project Manager does not accept Work and Consultant disputes such action, the Parties agree to first attempt to settle their dispute according to the disputes process set forth below.

6. **Disputes**

- 6.1.1. Informal Negotiations. If the dispute does not involve an issue that requires submission of a Notice pursuant to the Section entitled "Notice" herein, each Party's Project Managers must make a good faith attempt to promptly resolve the dispute by informal negotiation.
- 6.1.2. Demand. If the dispute involves an issue that requires submission of a Notice pursuant to the Section entitled "Notice" herein, or if the dispute is not settled pursuant to informal negotiations, the Party submitting a dispute ("Submitting Party") must make written demand ("Demand") in the form of a Notice to the Party receiving the Demand ("Receiving Party"). The Demand must be submitted in compliance with the Section entitled "Notice" herein, and (i) be fully supported by detailed factual information and supporting documentation; (ii) state the specific Agreement provisions on which the Demand is based; and (iii) if the Demand regards a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand. The Demand shall include a written statement signed by an authorized representative of the Submitting Party indicating that the Demand is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested accurately reflects the adjustment for which the Submitting Party thinks the Receiving Party is responsible.
- 6.1.3. Response to Demand. The Receiving Party shall within ten (10) Business Days, provide a written response ("Response"), in the form required by the Section entitled "Notice" herein, to the Submitting Party. The Response should state

whether the Receiving Party accepts or rejects the Demand or whether the Receiving Party needs any additional information in order for it to fully analyze the Demand. The Submitting Party shall promptly comply with Receiving Party's request for additional information. Any delay caused by Submitting Party's failure to respond to a request for additional information shall extend the period within which the Receiving Party must provide the Response. In no event, however, shall the time period for a Response be extended beyond twenty (20) Business Days from the date the Receiving Party receives the Demand. Failure of the Receiving Party to provide a Response within the time period prescribed by this Section shall be deemed a rejection of the Demand by the Receiving Party.

6.1.4. Senior Level Negotiations. If the Demand remains unresolved after the time period for a Response, the Parties shall attempt to resolve the Demand by negotiations between assigned representatives of the parties. The representatives shall meet as often as they deem reasonably necessary to resolve the Demand. The Parties shall make a good faith effort to resolve the Demand within a period of thirty (30) Days after the time period for a Response.

6.1.5. Mediation. If the Demand is not resolved by negotiations of the Party's assigned representatives, the Parties shall submit the dispute to mediation prior to either Party initiating an action in court.

6.1.6. Litigation. If, after mediation as indicated above, the Parties have not resolved the dispute, either Party may initiate an action in a court of competent jurisdiction. In the event of litigation of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

6.1.7. Confidentiality. All discussions and negotiations conducted pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code Section 1152 apply. Mediation shall be confidential and shall be subject to the provisions of California Evidence Code Sections 703.5 and 1115 through 1128.

6.2. Performance During Dispute And Claim Resolution Process. Consultant shall diligently proceed with Work at the same time that disputes and claims are addressed under this Section. Consultant's failure to diligently proceed in accordance with AOC's instructions will be considered a material breach of this Agreement.

7. **Termination**

7.1. Termination for Cause.

7.1.1. If the AOC determines that the Consultant has failed to perform Work in accordance with the provisions of this Agreement or any authorized Work Order or has otherwise materially failed to meet the obligations of this Agreement, the AOC

may terminate this Agreement and all authorized Work Orders in full, or may terminate any individual authorized Work Order, by providing Notice of termination specifying the reasons for Consultant's termination.

7.2. Termination for Non-Appropriation of Funds.

7.2.1. Funding for the Project(s) contemplated by this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California and/or sale of lease revenue or other bonds, of sufficient funds to support the Project.

7.2.2. By Notice to the Consultant the AOC may terminate this Agreement and all Work Orders in full, or may terminate any individual authorized Work Order for lack of appropriation of funds, or any other withdrawal, reduction or limitation imposed by the AOC's budget, funding or financial resources. Such termination for non-appropriation of funds or for lack of sufficient funds to continue with a Project shall not constitute a breach of the Agreement by AOC.

7.3. Termination for Convenience.

7.3.1. The AOC shall have the option, at its sole discretion, to terminate this Agreement and all authorized Work Orders at any time during the term hereof, or terminate any individual authorized Work Order prior to its completion, for convenience and without cause, upon Notice to the Consultant.

8. Actions of the Consultant Upon Termination

8.1. Immediately upon receipt of a Notice of termination, Consultant shall, unless otherwise instructed in writing by the AOC, proceed with diligence to take all actions necessary to effect the rapid and economical termination of its obligations under this Agreement and to minimize any liability of the Consultant and/or the AOC to any Third Party(s) that could result from such termination.

8.2. The AOC, at its sole discretion, may dictate when and how the termination will be effected. Such actions may include but are not limited to, the following:

8.2.1. When termination is effective.

8.2.2. When the termination of performance of certain Services and provision of Materials under this Agreement will be effected.

8.2.3. When Sub-consultants are to be notified of the termination.

8.2.4. Whether the AOC asserts an interest in any not yet complete Materials.

8.2.5. Consultant's schedule to provide the AOC with Work or Material created in the course of the performance of Services hereunder.

9. **Effect of Termination**

9.1. Termination For Cause.

In addition to any other rights and remedies accorded it in this Agreement, if this Agreement or any authorized Work Order is terminated for cause the AOC may deduct from any payment(s) owed Consultant at the time of termination:

9.1.1. The undisputed amount owed the AOC.

9.1.2. The amount that AOC reasonably determines necessary to remedy or obtain performance of the Services.

9.2. Termination For Non-Appropriation or Convenience.

In the event of a termination for non-appropriation of funds or a termination for convenience, the AOC shall pay Consultant for:

9.2.1. Any accepted Work including allowable Reimbursable(s) and Travel and Living Expenses, incurred in accordance with the Work Order(s) or necessitated by the termination of Work Order.

9.2.2. The proportion of Work that Consultant has performed, but that AOC has not yet accepted, including allowable Reimbursable(s) purchased prior to the effective date of the termination, and Travel and Living Expenses properly incurred prior to the effective date of termination.

10. **Copyrights and Rights in Data, Material, and Deliverables**

All copyrights and rights in any Data, or Materials, produced with funding from this Agreement that may presumptively vest in Consultant is hereby assigned to the AOC.

11. **Ownership of Data**

11.1. Everything created, developed or produced in the course of the Consultant's performance of the Work, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other Material(s) or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by the Consultant for the AOC and are the sole property of the AOC without further employment or the payment of additional compensation to the Consultant.

- 11.2. The AOC owns all of the right, title and interest, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights").
- 11.3. To the extent that any of the Data or the Intellectual Property Rights are not works for hire, the Consultant hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the AOC.
- 11.4. At the AOC's request, the Consultant will assist the AOC in the AOC's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. The Consultant irrevocably appoints the AOC as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that the AOC deems necessary to perfect the AOC's interest and Intellectual Property Rights in the Data as set forth herein.
- 11.5. The AOC shall be entitled to access the Data in whatever form, including, without limitation CAD, at all times during the term of the Agreement. Any such Data in the possession of the Consultant or in the possession of any Sub-consultant upon completion or termination of the Agreement or any authorized Work Order shall be immediately delivered to the AOC. If any Data are lost, damaged or destroyed before final delivery to the AOC, the Consultant shall replace them at its own expense and the Consultant assumes all risks of loss, damage or destruction of or to such Data.
- 11.6. The AOC expressly acknowledges and agrees that the Data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant's right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.
- 11.7. The AOC acknowledges the Consultant's work product, including electronic files, as instruments of professional service. If the AOC reuses or makes any modification to the Consultant's work product without the prior written authorization of the Consultant, the AOC agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Consultant, and its officers, directors, employees and Sub-consultants, against any damages, liabilities or costs, including reasonable attorney fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the Consultant's work product by the AOC, or by any person or entity that lawfully acquires or obtains the Consultant's work product from or through the AOC without the written authorization of the Consultant.

12. Limitation on Publication

- 12.1. The Consultant shall not publish or submit for publication any article, press release, or other writing relating to this Agreement or to the Consultant's Services being provided to the AOC without prior review and written approval by the AOC.
- 12.2. Any request for a review of any such article, press release, or other writing shall be made to the AOC in the form of a Notice.
- 12.3. The AOC will endeavor to complete its review within thirty (30) days of submission to the AOC, and, if approval is denied, the AOC will provide reasons for its denial.

13. Personnel

- 13.1. Consultant shall provide all personnel and obtain and provide all Sub-consultant personnel necessary to provide the Work authorized under this Agreement.
- 13.2. Consultant shall designate certain personnel as Key Personnel on each authorized Work Order. The specific capacity, responsibilities, and Work to be performed by Key Personnel shall be fully detailed in the authorized Work Order.
- 13.3. Consultant shall designate a Project Manager for each authorized Work Order.

13.4. Replacement of Key Personnel

- 13.4.1. The AOC reserves the right, in its sole discretion, to disapprove of, or request replacement of, any Key Personnel designated by Consultant.
- 13.4.2. AOC shall have the sole discretion to approve Consultant's replace Key Personnel. Any such replacement shall be by written Amendment to the applicable Work Order.
- 13.4.3. If, through no fault, action, or inaction of Consultant, a Key Personnel becomes incapacitated or is otherwise rendered unavailable to work during the period of performance of an authorized Work Order, Consultant shall promptly designate a replacement that possesses the equivalent experience and skills.
- 13.4.4. If the Consultant cannot furnish a replacement acceptable to the AOC, the AOC may terminate the applicable Work Order.

14. Project Managers

- 14.1. The Project Managers assigned by the AOC and Consultant shall act as their respective Party's authorized representatives and shall:

- 14.1.1. Manage the day to day activities of the Work.
- 14.1.2. Serve as the primary contact with the other Party's Project Manager assigned to the Work Order.
- 14.1.3. Manage the day to day activities of their personnel.
- 14.1.4. Cooperate with any Third Parties working on the Project when necessary to ensure successful completion of the Project.
- 14.1.5. Plan and schedule the performance of the Services.
- 14.1.6. Ensure that budget and schedule commitments are met.
- 14.1.7. Ensure the overall quality of the Work provided.
- 14.2. With the exception of the actions that require a Notice, the Project Managers are authorized to resolve issues and disputes relating to the performance of the Work.
- 14.3. Consultant's Project Manager shall, if the AOC so specifies in the Work Order, be responsible for providing written progress reports in accordance with the requirements of the authorized Work Order.

15. **Background Checks**

15.1 Definitions:

- (i) "Approved Person" means a Consultant or a Sub-Consultant employee who has passed Court- required screening and background check requirements, if any, that the Court requires with respect to the Project ("Court Security Screening and Approval Process").
- (ii) "Secured Areas" means (i) all areas within the Building that are not generally accessible to the public, including judges' chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, (ii) in-custody areas of the Building, (iii) public areas of the Building during non-business hours that are subject to security screening during normal business hours, and (iv) any rooms in the Building that connect to Department of Justice criminal databases via California Law Enforcement Telecommunications System (CLETS) or contain any records or information (stored in physical or electronic format) that were obtained via CLETS.
- (iii) Security Meeting: Within thirty (30) Days of the Effective Date, Consultant shall meet with representatives of the AOC and the Court to discuss security requirements of the Court relating to the Project, including, without limitation, Court Screening and Approval Process, if any. The Consultant shall ensure its employees and Sub-Consultant employees

comply with any Court-specific security protocols, including the Court Screening and Approval Process, if any. Consultant agrees to cooperate with the Court with respect to the screening and background checks of those employees, and shall obtain at no additional cost to the Court or the AOC all releases, waivers and permissions the Court requires with respect to such screenings and background checks. The Court reserves the right to either narrow or broaden the definition of Secured Areas as defined herein and to implement any security screening and approval process that the Court deems necessary with respect to the Project.

(iv) Access to Secured Areas: In the event that the Court limits access to Secured Areas to Approved Persons, then only Approved Persons may have unescorted access to the Secured Areas of the Building, however, the Court may allow, in its sole discretion Consultant and Sub-Consultant employees who are not Approved Persons (“Unapproved Persons”) to access Secured Areas based upon any terms and conditions of the Court, including without limitation, requiring Unapproved Persons to be escorted by Approved Persons while in the Secured Areas. In no event shall Consultant rely upon an employee of the Court to escort or monitor Unapproved Persons unless the Court has notified Contractor that a Court employee will escort or monitor Unapproved Persons.

(v) Notification: Consultant must notify all Sub-Consultants that employees of the Sub-Consultants must comply with the Court Security Screening and Approval Process.

(vi) Court Badges: If, as part of the Court Security Screening and Approval Process, the Court issues identification badges for Approved Persons, Approved Persons must wear their identification badges in a readily-visible manner whenever they are in a Secured Area. The Consultant will have a procedure in place to ensure that all issued badges are returned to the Court upon termination of an employee or upon completion of the Project.

(vii) Restrictions on Access to the Building: The Court has the ultimate decision as to whether a specific Consultant or Sub-Consultant employee may have access to the Building, and to limit such access upon the terms and conditions of the Court. The Court shall have the right at any time to refuse Building access to any Consultant or Sub-Consultant employee if the Court determines, in its sole discretion that such person poses a risk to the Court or any person, system, or asset associated with the Court.

(viii) Costs: If the Court requires any background checks, the Court will pay for the actual cost of the background check (e.g. LiveScan), however, the Consultant will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs. Costs associated with escorting an Unapproved Person shall be included within the Contract Amount and Consultant will not receive any additional compensation or reimbursement from the AOC for any costs related to escorting Unapproved Persons.

16. Agreement Term & Renewals

- 16.1. The initial term of the Agreement shall commence on July 1, 2013 and expire on June 30, 2016.
- 16.2. The term of this Agreement may be extended for (1) one-year renewal option at the sole option of the State.
- 16.3. The parties agree that any extension of this Agreement is subject to a written Amendment.
- 16.4. Consultant assumes all liability and risks associated with commencing performance on a Work Order prior to authorization in accordance with the Work Order Authorization Process detailed in Exhibit C, including nonpayment for any Work performed, prior to AOC authorizing the Work.
- 16.5. Regardless of the expiration date of this Agreement, the terms and conditions of this Agreement shall unless otherwise terminated as specified herein, continue to be binding upon any Work Order executed under this Agreement until the work under said Work Order shall have been completed in full.

17. AOC's Payment Obligations

- 17.1. The AOC's payment obligation is contingent on the continued availability of authorized funds to pay for Work. The AOC may terminate this Agreement or any Work Order(s) authorized hereunder, without prejudice to any right or remedy, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way the AOC shall have the right to terminate any Work Order for convenience by providing Notice to Consultant.
- 17.2. If any Work Order(s) is terminated for non-appropriation, Consultant shall be subject to fulfillment of the terms of the termination Notice, released from any obligation to provide further Work under that Work Order.
- 17.3. Payments to be made under this Agreement shall be paid by the State of California funds and are not made by the AOC. Notwithstanding anything in this Agreement to the contrary, it shall not be deemed an event of default if the State is unable to make any payment(s) as a result of the State of California's failure to timely approve and adopt a state budget. Should the State fail to make any payment as a result of the State of California's failure to timely approve and adopt a state budget, Consultant shall continue to provide Work under already authorized Work Order(s) and the AOC shall promptly make any payment(s) owed upon approval and adoption of a budget by the State of California.

18. Notice

- 18.1. Notice must be provided prior to any of the following events:

18.1.1. In the event of assignment, novate, or change the name of either party to this Agreement.

18.1.2. In the event of any replacement of Key Personnel.

18.1.3. In the event of any claim of any material breach of this Agreement.

18.1.4. In the event that a Third Party claim or dispute that alleges facts that would constitute a breach of this Agreement is brought or threatened against Consultant or its Sub-consultant(s).

18.2. The Notice must:

18.2.1. Be in writing.

18.2.2. Identify this Agreement, citing both the Agreement Name and Agreement Number given on the Standard Agreement Coversheet. If the Notice applies to a Work Order, the Agreement Number of the Work Order must also be cited.

18.2.3. Unambiguously be identified as a “Notice brought in accordance with the provisions of the Section Entitled “Notice” of Exhibit B of the Agreement”.

18.2.4. Delivered in person, pre-paid by a reputable express carrier, or by registered or certified mail (postage pre-paid). If delivered in person, the Notice must be delivered to the reception desk of the 6th Floor at 455 Golden Gate Ave, San Francisco, CA 94102.

18.2.5. Addressed to the representative(s) of the Parties as follows:

If provided to the AOC:

Senior Manager Business Services
Administrative Office of the Courts
455 Golden Gate Ave, 6th Floor
San Francisco, CA 94102-3660

And, if a Notice is with regard to Work Order(s), with a copy to: Project Manager(s) named in the Work Order(s) referred to as the Project Manager’s address specified in the Work Order(s).

If provided to the Consultant: @

- 18.3. Notice is effective on the date of receipt; however, if the date of receipt does not occur upon a Business Day, Notice is effective on the first Business Day following the date of receipt.
- 18.4. Any correctly addressed Notice that is refused, lays unclaimed, or is not deliverable because of an act or omission of the Party to whom submitted will be deemed effective as of the date that the Notice was refused, unclaimed, or deemed undeliverable.

19. Subcontracting

- 19.1. Consultant shall not subcontract the Work to be provided under this Agreement except to the Sub-consultant(s) named in Exhibit E.
- 19.2. No Party to this Agreement shall in any way contract on behalf of or in the name of another Party to this Agreement.
- 19.3. Consultant shall ensure that all Sub-consultants comply with the provisions of this Agreement applicable to Sub-consultants.
- 19.4. Consultant expressly acknowledges that its Sub-consultants are not third party beneficiaries of this Agreement.
- 19.5. If approved by the AOC's Project Manager, Consultant may, during the term of this Agreement, add Service Types and Sub-consultants to provide such work, subject to the provisions of Exhibit D.

20. Changes and Amendments

- 20.1. Amendments to any of the Contract Documents, or to any authorized Work Order, can be made only with prior written approval from:

Senior Manager, Business Services
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
- 20.2. Any request for a change in the terms and conditions of this Agreement must be submitted to the other Party in writing in the form of a Notice and must be accompanied by a narrative description of the proposed change and the reasons for the change.
- 20.3. After a review of the request, a written decision shall be provided to other Party.

20.4. Amendments to this Agreement and its Work Order(s) shall be made only by bilateral execution of a Standard Agreement Coversheet.

21. Accounting System Requirement

Consultant shall maintain an adequate system of accounting and internal controls that meets GAAP.

22. Retention of Records and Audits

22.1. Consultant must retain and maintain easily available all Records pertaining to Consultant's performance of obligations undertaken under this Agreement.

22.2. Consultant shall ensure that its Sub-consultant(s') retain and maintain easily available all Records pertaining to Sub-consultant(s') performance of this Agreement.

22.3. 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 GAAP and practices, consistently applied.

22.4. The provisions of this Section shall not apply to any work product that is the result of Consultant's or Sub-consultant(s') collaboration with legal counsel or to any of Consultant's or Sub-consultant(s') confidential or proprietary information that does not fall within the definition of a Record as given above.

22.5. Consultant shall ensure that the AOC and/or its designated representative(s) will have access upon twenty-four (24) hours advance written notice, at all times during Consultant's or Sub-consultant(s') normal business hours, to all Records for the purposes of inspection, audit, and copying. Consultant shall, and shall ensure that consultant(s') shall, at no cost to AOC, provide access and proper facilities for such purposes.

22.6. Consultant shall ensure that all Sub-consultant(s) are bound to all provisions of this Section.

22.7. Records must be retained and available throughout the period of the term of this Agreement and for a period of five (5) years following the expiration date of this Agreement, or until five (5) years after final settlement of all Disputes, Claims, or litigation to which the Records relate, whichever date occurs later.

22.8. If an audit or AOC internal review reveals that the Consultant and/or its Sub-consultant(s') have overcharged the AOC, Consultant will immediately pay to the AOC the overcharged amount plus interest from the date of receipt 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 the Consultant and/or its Sub-consultant(s') has overcharged the AOC by ten percent (10%) or more on any invoice, in which case the 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 associated with AOC representatives.

22.9. The obligations of this Section shall survive the expiration of and any termination of this Agreement.

23. **Accounting System Requirements**

Consultant shall maintain and shall ensure that its Sub-consultant(s') maintain an adequate system of accounting and internal controls that meets GAAP.

24. **Insurance**

24.1. Insurance Required. Without limiting the Consultant's indemnification obligation and in addition thereto, the Consultant shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The 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.

24.1.1. Workers' Compensation: The Consultant shall maintain statutory workers' compensation coverage for all its employees who will be engaged in the performance of the Contract, and employer's liability with limits not less than \$1,000,000 for each accident \$1,000,000 disease policy limit, \$1,000,000 disease – each employee.

24.1.2. Commercial General Liability Insurance—Covering liability arising from premises, operations, independent Consultants, 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.

24.1.3. 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.

- 24.1.4. Professional Liability Insurance; Errors and Omissions —Covering the 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 \$1,000,000 annual aggregate. If the policy is written on a "claims made" form, the 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 Services which are 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 Services commence pursuant to this Agreement.
- 24.2. Additional Insured Endorsements. All policies required in this Section with the exception of Workers' Compensation and Professional Liability, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the Consultant's Services for the AOC under this Agreement: the State of California, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers and employees.
- 24.3. Required Policy Provisions. Each policy required in subsection (a) above must provide that:
- 24.3.1. The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the State of California, the Judicial Council of California, the Administrative Office of the Courts, the State's trial courts, or appellate courts.
- 24.3.2. The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.
- 24.3.3. The Consultant will provide the AOC with thirty (30) days' advance written notice of any change or cancellation, mailed to the following address (with a copy to the AOC Business Services Manager, Grant Walker):
- All AOC Project Managers named in authorized and active Work Orders
Office of Real Estate & Facilities Management
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102
- 24.4. The insurer waives any and all rights of subrogation against the State of California, the Judicial Council of California, the Administrative Office of the Courts, the State's trial

courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees except for Professional Liability coverage.

- 24.5. Waiver of Claims: Consultant shall waive any right of recovery or subrogation it may have against any of the State of California, the Judicial Council of California, the Administrative Office of the Courts, or the State's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees for loss or damage for any loss arising out of the Services performed by Consultant under this Agreement, and the Consultant will require any insurer providing insurance required under this Section to do the same.
- 24.6. Qualifying Insurers. 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 authorized to do business in the State of California.
- 24.7. Deductibles and Self-Insured Retentions. For all insurance policies required by this Agreement, 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 Section.
- 24.8. Consultant is responsible for and may not recover from the State of California, the Judicial Council of California, the Administrative Office of the Courts, or any Superior Court of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this Section.
- 24.9. 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.
- 24.10. No Reduction or Limit of the Consultant's Obligation. Insurance affected or procured by the Consultant shall not reduce or limit the Consultant's contractual obligation to indemnify and defend the AOC. Acceptance of the Consultant's insurance by the AOC shall not relieve or decrease the liability of the Consultant hereunder.
- 24.11. Joint Ventures. If the Consultant is an association, partnership, or other joint business venture, the insurance required in subsection (a) above shall be provided by any one of the following methods:

- 24.11.1. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.
 - 24.11.2. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 24.12. Evidence of Coverage. Before commencing any work under this Agreement, the Consultant must furnish to the AOC certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the AOC, evidencing that all required insurance coverage is in effect. The AOC reserves the right to require the Consultant to provide complete, certified copies of all required insurance policies. The required certificates and endorsements must be sent to (with a copy to the AOC Project Manager):

Senior Manager, Business Services
Attn: Insurance Certificate, Contract # (Enter Contract Number from 1st page upper left of this Agreement)
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

- 24.13. Consequences of Lapse. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the AOC receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the AOC may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

25. AOC Court Representation

- 25.1. The AOC has the authority to act on behalf of the Court(s) with regard to any matters relating to this Agreement.
- 25.2. Any Court designated by name in an authorized Work Order shall be an intended third party beneficiary of the Services provided under this Agreement. In the event the Court gives conflicting instructions or makes conflicting determinations with respect to any matter affecting Consultant's performance of its obligations, the Consultant shall notify the AOC of the conflict and the AOC shall resolve any such conflict.

26. Confidentiality

- 26.1. 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 and/or its Sub-consultants.

- 26.2. Consultant shall not disclose any Confidential Information to any Third Party and shall exercise reasonable care to prevent the disclosure of any Confidential Information.
- 26.3. In the event Consultant is required to disclose the Confidential Information to Consultant's employees, Sub-consultants and their employees in order to perform the Services hereunder, Consultant shall execute a confidentiality agreement to require the same duty of nondisclosure and ensure Consultant's employees and sub-consultants shall not use Confidential Information for any purpose unrelated to performance of the Work relating to this Agreement and authorized Work Orders. Consultant may disclose Confidential Information to other Third Parties only upon prior written approval by the AOC's Project Manager.
- 26.4. Neither Consultant nor its Sub-consultants shall acquire a right or title in or to the Confidential Information as a result of any disclosure contemplated hereunder. Notwithstanding the foregoing, Consultant may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or applicable ruling; or (ii) as appropriate to respond to any summons or subpoena.
- 26.5. The AOC reserves the right to disclose all Materials provided under this Agreement to Third Parties for the purpose of validation of the quality of Consultant's work and to use Materials for their intended purpose.
- 26.6. Consultant agrees that monetary damages are inadequate to remedy any breach or threatened breach of this Section and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.

27. Trade Secret, Patent and Copyright Indemnification

- 27.1. Consultant shall hold the AOC, the Court(s), the State, and their officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, Article, or appliance furnished or used by Consultant or its Sub-consultants in connection with this Agreement.
- 27.2. Consultant, at its own expense, shall defend any action brought against the AOC, the Court(s) and/or the State, and their officers, agents, and employees, to the extent that such action is based upon a claim that any Data or Materials supplied by Consultant or its Sub-consultants infringes a United States patent or copyright or violates a trade secret. Consultant shall pay those costs and damages finally awarded against the AOC, the Courts, and/or the State and their officers, agents, and employees, in any such action. Such defense and payment shall be conditioned on the following:
 - 27.2.1. That Consultant shall be notified within a reasonable time in writing by the AOC of any Notice of such claim.

- 27.2.2. That Consultant shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the AOC, the Court(s) and/or the State shall have the option to participate in such action at its own expense.
- 27.3. Should the Data or Materials, become the subject of a claim of infringement of a United States patent or copyright or a trade secret, the AOC shall permit Consultant at its option and expense either to procure for the AOC and/ or the Court(s) the right to continue using the Data or Materials, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Data or Materials by the AOC and/or the Courts shall be prevented by injunction, Consultant agrees to take back such Data or Materials and make every reasonable effort to assist the AOC and/or the Courts in procuring substitute Data or Materials. If, in the sole option of the AOC, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from Consultant under this Agreement impractical, the AOC shall then have the option of terminating the Work Order under which the Data or Materials were provided, in its entirety, without penalty or termination charge. Consultant agrees to take back said Data or Materials and refund any sums that the AOC has paid Consultant less any reasonable amount for use or damage.

28. **Licenses**

- 28.1. Consultant shall ensure that Consultant, its Sub-consultant(s) and all their employees or agents providing Work under this Agreement shall have and shall at all times maintain throughout the duration of their performance of the Work all appropriate license(s) required under law to provide the Work being performed. Consultant shall regularly monitor and ensure that its Sub-consultant(s) monitor to ensure compliance with this provision of the Agreement.
- 28.2. If the possession of a license(s) is required under law for the performance of Work , Consultant shall ensure that that Work will either be performed by an appropriately licensed individual or under the direct supervision and with the review and approval of an appropriately licensed individual.
- 28.3. Consultant shall provide immediate Notice to the AOC in the event that any license required to be held by Consultant or any of its Sub-consultant(s) or any of their employees or agents is suspended, cancelled, or expires during a period in which they are performing Work requiring a license.
- 28.4. Consultants and individuals required by law to be licensed are licensed and regulated by the California Contractors' State License Board which has jurisdiction to investigate complaints if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. Any questions concerning licensed individuals or organizations may be referred to the California Consultant's Board.

- 28.5. If no license is required of an individual performing Services, Consultant shall ensure that such individuals possess the skills, training, and background reasonably commensurate with the responsibility assigned, so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.

29. **Conflict of Interest**

- 29.1. Consultant shall ensure that its officers and employees and those of its Sub-consultant(s') shall not participate in proceedings that will result in decision making regarding the use of State funds encumbered or that may be encumbered under this Agreement if that person's partner, family, or organization has a financial interest in the outcome of the proceedings.
- 29.2. Consultant shall ensure that its officers and employees and those of its Sub-consultant(s') shall avoid actions resulting in or creating an the appearance that (1) an official position with the government was used for private gain; (2) preferential treatment was accorded to any particular person associated with this Agreement; (3) the independence or impartiality of the AOC or the Courts has been compromised; (4) decisions are made outside official channels; or (5) that adversely affects the confidence of the public in the integrity of the AOC or the Courts.
- 29.3. Consultant shall ensure and shall ensure that its Sub-consultants will not, for a duration equivalent to two (2) years following the end of this Agreement, award a contract to any AOC or Court officer or employee that had any role in the decision making process relevant to awarding this Agreement or any such individual involved in making decisions regarding the use of the State funds encumbered under this Agreement.

30. **Covenant Against Gratuities**

- 30.1. Consultant warrants that neither Consultant itself nor any of its employees nor Sub-consultant(s') or their employees have provided or shall at any time provide any gratuity, in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the AOC or of the Court(s) for the purpose of securing or having secured award of this Agreement or any Work Order to Consultant.
- 30.2. Consultant warrants that neither Consultant itself nor any of its employees, nor Sub-consultant(s') or their employees have provided or shall at any time provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the AOC or of the Court(s) for the purpose of securing an outcome favorable to the Consultant any of its Sub-consultant(s') resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 30.3. Consultant warrants that neither Consultant itself nor any of its employees nor Sub-consultant(s') or their employees 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 of the Court(s) for the purpose of securing an outcome favorable to the Consultant any of its Sub-consultant(s') resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.

30.4. For breach or violation of any of the aforesaid warranties, the AOC will have the right to terminate this Agreement, and any loss or damage sustained by the AOC in procuring, on the open market, any Work which the Consultant has agreed to supply, shall be borne and paid for by the Consultant. The rights and remedies of the AOC 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.

31. Submitting False Claims; Monetary Penalties

The AOC shall be entitled to remedy any false claims, as defined in California Government Code Section 12650 et seq., made to the AOC by the Consultant or any Sub-consultant under the standards set forth in Government Code Section 12650 et seq. Any Consultant or Sub-consultant who submits a false claim shall be liable to the AOC for three times the amount of damages that the AOC sustains because of the false claim. An Consultant or Sub-consultant who submits a false claim shall also be liable to the AOC for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$10,000 for each false claim.

32. Responsibility for Equipment, Real Property; Unused Reimbursable Item(s)

32.1. Neither the AOC nor the Court(s) shall be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by the Consultant or its Sub-consultant(s') employees even though such equipment is furnished, rented, or loaned to the Consultant by the AOC or the Court(s).

32.2. Any Reimbursable Items purchased by Consultant that remain unused at the completion of the Work shall be returned to the AOC Project Manager prior to submission of Consultant's final invoice pertaining to the Work Order under which said Reimbursable Items were purchased.

33. Independent Consultant

The Consultant shall be, and is, an independent Consultant, is not an employee or agent of the AOC, and is not covered by any employee benefit plans provided to the AOC's employees. The Consultant is, and shall be, liable for its own acts and omissions as well as those of its employees and Sub-consultants. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the AOC and the Consultant. The Consultant will determine the method, details and means of performing its responsibilities with regard to provision of the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the Consultant in the performance of the Services. The Consultant shall be solely responsible for all matters relating to the payment of its

Sub-consultants and employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.

34. **Payment of Income Taxes**

The Consultant shall pay, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the AOC to the Consultant for the Work. The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on the Consultant's or any Sub-consultant's employees' wages. The Consultant agrees to indemnify, defend and hold the AOC harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorney fees and costs) suffered by the AOC resulting from the Consultant's failure to comply with this provision. The AOC may offset any taxes paid by the AOC as a result of the Consultant's breach of this provision against any amounts owed Consultant.

35. **Drug-Free Workplace**

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

36. **Certifications**

By executing this Agreement, Consultant certifies under penalty of perjury that the following are true at the time of execution of this Agreement and shall remain true during the performance of this Agreement:

- 36.1. Nondiscrimination. The Consultant and its Sub-consultants shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. The Consultant and its Sub-consultant(s') shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 36.2. No Harassment. The Consultant and its Sub-consultant(s') shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Consultant or its sub-consultants interact in the performance of this Agreement. The Consultant and its sub-consultants shall take all reasonable steps to prevent harassment from occurring.
- 36.3. FEHA. The Consultant shall comply with the 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.

- 36.4. Compliance with Americans with Disabilities Act. The Consultant complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- 36.5. Notice to Labor Organizations. The Consultant and any of its Sub-consultant(s’) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 36.6. Compliance. The Consultant shall include the nondiscrimination, no harassment, and compliance provisions of this Article in any and all subcontracts issued to perform Services under this Agreement. Consultant has, unless exempt, complied with the nondiscrimination program requirements. (Government Code, Section 12990 (subdivisions a-f) and CCR, Title 2, Section 8103 et seq.)
- 36.7. Prohibited Financial Conflict of Interest. The Consultant and its sub-consultants presently have no interest and will not acquire any interest which would present a conflict of interest pursuant to California Government Code Sections 1090 et seq. and 87100 et seq., during the performance of Services pursuant to this Agreement. The Consultant further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the AOC are now, nor in the future will they be, in any manner interested directly or indirectly in this Agreement, or in any profits expected to arise from this Agreement, as set forth in California Government Code Sections 1090 et seq., and 87100 et seq.
- 36.8. Drug-Free Workplace. The Consultant will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- 36.9. National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two (2) year period because of the Consultant’s failure to comply with an order of the National Labor Relations Board.
- 36.10. Computer Software Use. Consultant has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

37. **Force Majeure**

Neither Party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is due to an act of Force Majeure.

38. **General**

- 38.1. Survival. The termination or expiration of this Agreement or any authorized Work Order shall not relieve either party of any obligation or liability accrued there under 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 for herein.

38.2. Remedies Cumulative. All remedies provided for in this Agreement are cumulative and may be exercised individually or in combination with any other remedy available hereunder.

38.3. Waiver.

38.3.1. Any waiver of any term or condition of this Agreement must be made in the form of an Amendment and executed by an authorized representative of the waiving party and any such waiver shall not be construed as a waiver of any succeeding breach of the same or other term or condition of this Agreement.

38.3.2. The omission by either Party at any time to remedy any default or enforce any right, or to require performance in accordance with the terms and conditions of this Agreement at the time designated shall not act as a waiver of the default or right, nor shall it affect the right of that party to enforce those provisions at a later date.

38.4. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

38.5. Governing Law; Jurisdiction

38.5.1. 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.

38.5.2. 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.

- 38.6. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.
- 38.7. Public Contract Code References. Public Contract Code references create duties of the Consultant under this Agreement; however, the references do not imply that the AOC is subject to the Public Contract Code.
- 38.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties as regards its subject matter, and supersedes all previous agreements, proposals, negotiations, representations and commitments, whether oral or written, with regard thereto.

END OF EXHIBIT B

EXHIBIT C

WORK ORDER AUTHORIZATION PROCESS

INVOICING AND PAYMENT PROVISIONS

1. Maximum Work Order Amount and Contract Amount

- 1.1. The maximum amount the AOC shall be obligated to pay to Consultant under any individual Work Order authorized under this Agreement for performing all Work, as well as payment for all Travel and Living Expense and/or any Reimbursable Expenses incurred shall not at any time exceed the Total Amount Encumbered to Date specified on the face of the most recently authorized Work Order Authorization Form applicable to that Work Order.
- 1.2. The maximum amount the AOC shall be obligated to pay to Consultant under this Agreement (“Contract Amount”) shall not at any time exceed the total of all Total Amount(s) Encumbered to Date specified on the face(s) of all of the most recently authorized Work Order Authorization Form(s) pertaining to all Work Orders authorized under this Agreement.

2. Work Order Authorization

- 2.1. The AOC will authorize the performance of Work and spending of funds under this Agreement only via written Work Order(s) which shall be substantially in the format provided in Exhibit F. Work Orders must be authorized according to the Work Order process provided in Exhibit C.
- 2.2. Work Orders may only be authorized only during the Initial Term of the Agreement.
- 2.3. Work Orders may only be authorized for the specific Service Types and Services described in Exhibit D.

3. Work Order Process

- 3.1. The AOC’s Project Manager will provide Consultant with an unsigned Services Request Form, describing the Work the AOC wants performed. The AOC’s Project Manager will complete the Services Request Form as follows:
 - 3.1.1. Enter the date the Services Request Form is submitted to the Consultant.
 - 3.1.2. Enter the date by which the Consultant’s Proposal is due to the AOC.
 - 3.1.3. Provide a one line descriptive Project title for the Work Order.

- 3.1.4. Specify the requested beginning and end dates for all of the Services to be provided under the entire Work Order. For more extensive work efforts, the AOC may request and Consultant shall provide a detailed schedule that will be applicable to the Work Order. If the AOC wants the Consultant to provide a suggested detailed schedule, check the appropriate box.
- 3.1.5. Clearly and separately specify each of the Service Types being requested by completing the appropriate parts of the form applicable to those Services (i.e. Consultants, Court Programming, Civil Engineering, etc.). If a particular Service Type is not being requested, delete the entire section of the form applicable to that Service Type. Provide a written narrative describing the Work to be performed under each Service Type. Include information regarding the location(s) at which the Service(s) will be performed.
- 3.1.6. Select the Pricing Methodology that the AOC is using for this Work Order. Only one type of Pricing Methodology may be used in any individual Work Order and that methodology will apply to all Services provided under that Work Order. If more than one methodology is necessary, segregate the Services into separate Work Orders.

Three Pricing Methodologies are allowable under this Agreement. Pricing Methodology sets both the total amount of compensation that will be made under a Work Order, as well as terms and conditions that will apply to the Services to be provided, and are as follows:

3.1.7. Fixed Price Based Pricing

- 3.1.7.1. When a Work Order is authorized for performance on a fixed price basis (“Fixed Price Basis”), the prices for all expected Services, the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a fixed price (Fixed Price”) applicable to that Work Order. The applicable price(s) and costs and method to be used to calculate the Fixed Price are specified below.
- 3.1.7.2. Consultant will be compensated for Fixed Price Basis Work Orders according to a schedule of fixed milestone amounts, each milestone amount to be associated with the provision and acceptance of individual designated Deliverable(s) as agreed to between the AOC Project Manager and Consultant’s Project Manager. The total of the price(s) for all Deliverables must be equal the Fixed Price applicable to the Work Order.
- 3.1.7.3. In Work Orders authorized on Fixed Price Basis, Consultant is responsible for the provision in full of all of the Services and Materials specified in the Work Order as well as bearing all costs and expenses for any Travel and Living Expenses, any Reimbursables expenses, and any other costs and expenses incurred to provide the Services and Materials, regardless of the

amount of Consultant's actual costs and expenses incurred. Consultant shall be compensated solely by payment of a Fixed Price.

3.1.8. Time and Materials Not to Exceed Based Pricing

3.1.8.1. When a Work Order is authorized for performance on a time and materials not to exceed basis ("Time and Materials Not to Exceed Basis") the prices for all expected Services, the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a not to exceed price ("Not to Exceed Price") applicable to that Work Order. The applicable price(s) and costs and method to be used to calculate the Not to Exceed Price are specified below.

3.1.8.2. Consultant will be compensated for Time and Materials Not to Exceed Basis Work Orders in the form of monthly payments based upon:

3.1.8.2.1. The hours of work actually expended in performing the Hourly Services.

3.1.8.2.2. The price for any Fixed Price Service(s) actually performed.

3.1.8.2.3. The actual cost for any allowed Travel and Living Expenses actually incurred (when incurred in accordance with the AOC's Travel and Living Expense Rules and Rates and in amounts not to exceed the maximum amounts specified as allowable in the AOC's Travel and Living Expense Rules and Rates).

3.1.8.2.4. The actual cost of any allowed Reimbursables (in amounts at or below the Reimbursable(s) prices specified in the Work Order).

3.1.8.3. In Work Orders authorized on Time and Materials Not to Exceed Basis, Consultant is responsible for the provision in full of all of the Services and Materials specified in the Work Order as well as bearing all costs and expenses for any Travel and Living Expenses, any Reimbursables expenses, and any other costs and expenses incurred to provide the Services and Materials, regardless of the amount of Consultant's actual costs and expenses incurred. Consultant shall be compensated solely in the form of payments for the Services, Materials, Travel and Living Expenses, and Reimbursables expenses which shall be made as specified above, however, the total of all such payments shall not, in any event, exceed the Not to Exceed Price applicable to that Work Order.

3.1.9. Time and Materials Based Pricing

3.1.9.1. When a Work Order is authorized for performance on a time and materials basis (“Time and Materials Basis”), the prices for all expected Services, the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a time and materials price (“Time and Materials Price”) applicable to that Work Order. The applicable price(s) and costs and method to be used to calculate the Time and Materials Price are specified below.

3.1.9.2. Consultant will be compensated for Time and Materials Basis Work Orders in the form of monthly payments based upon:

3.1.9.2.1. The hours of work actually expended in performing the Hourly Services.

3.1.9.2.2. The price for any Fixed Price Service(s) actually performed.

3.1.9.2.3. The actual cost for any allowed Travel and Living Expenses actually incurred (when incurred in accordance with the AOC’s Travel and Living Expense Rules and Rates and in amounts not to exceed the maximum amounts specified as allowable in the AOC’s Travel and Living Expense Rules and Rates).

3.1.9.2.4. The actual cost of any allowed Reimbursables (in amounts at or below the Reimbursable(s) prices specified in the Work Order).

3.1.9.3. In Work Orders authorized on a Time and Materials Basis, Consultant is, subject to the limitation of the Time and Materials Price as further elucidated below, responsible for the provision of Services and Materials specified in a Work Order if authorized in accordance with the provisions of the Work Order, for making paying for any Travel and Living Expenses and Reimbursable(s) necessary to provide those Services and Materials if authorized by the AOC’s Project Manager. Consultant shall be compensated solely in the form of payments for the Services, Materials, Travel and Living Expenses, and Reimbursables expenses which shall be made as specified above, however, Consultant shall not provide Services and/or Materials, incur Travel and Living Expenses, or purchase Reimbursable(s) past the point at which the total of such charges, if invoiced to the AOC in accordance with this Agreement, would exceed the Time and Materials Price applicable to that Work Order.

3.1.10. If the AOC requires written progress reports, describe the type of report(s) necessary, frequency of report(s) and types of information to be provided.

- 3.2. If the Work consists of Consultant services, the AOC's Project Manager shall edit the Attachment A to the Services Request Form so that it appropriately describes the various elements of the Work and Materials to be provided, and submit it as part of the request.
- 3.3. When complete, the AOC's Project Manger will submit the Services Request Form to Consultant's Project Manager via e-mail in a modifiable word processing format.
- 3.4. Upon receipt, Consultant will, based upon the description of the Services requested by the AOC modify the submitted Services Request Form into the format given in the Consultant Proposal Form provided in Exhibit F.
- 3.5. Consultant shall assign a Project Manager responsible for the requested Project.
- 3.6. Consultant shall, in coordination with and with the agreement of the designated AOC Project Manager, complete the Consultant Proposal Form, providing the following:
 - 3.6.1. Name and Address information of Consultant's Project Manager for this Work Order.
 - 3.6.2. Begin and End Dates applicable to the Work Order as agreed with the AOC Project Manager. If a detailed Project Schedule has been requested, after consultation with the AOC Project Manager, provide a Project Schedule as indicated on the form. If not, delete this section of the form.
 - 3.6.3. If the If the Work consists of Consultant services, Consultant shall, in coordination with the AOC's Project Manager, edit the submitted Attachment A to the Services Request Form so that it appropriately describes, to the satisfaction of both parties, the various elements of the Work and Materials to be provided, and submit the revised version as part of Consultant's Proposal.
 - 3.6.4. Provide, in the section of the form entitled "Statement of Work" ("Statement of Work"), for each individual Service Type requested, the following information, as applicable: (If a Service Type is not requested, delete the entire section of the form applicable to that Type.)
 - 3.6.4.1. If the Service is to be performed by a Sub-consultant, the name of the Sub-consultant.
 - 3.6.4.2. Fixed Price Services

If any Fixed Price Services are to be provided, enter the title of the Fixed Price Service from Exhibit E. Utilize the same words used to describe the title of said Service as are given in Exhibit E. Specify the quantity of the Fixed Price Service(s) to be provided, and the applicable price as given in

Exhibit E. Provide extended prices and a total for all Fixed Price Services. If no Fixed Price Services are to be provided, delete this section of the form.

3.6.4.3. Hourly Rates Services

If Hourly Rates Services are to be provided, provide a consecutively arranged written narrative describing the Services to be performed. Using the exact job titles given in Exhibit E, provide a listing of all of the different job title(s) of the individuals who will actually perform the Services and the number of expected hours necessary to provide the Service. Provide extended prices and a total for all Hourly Rates Services. If the Project Managers of the parties have agreed that Key Personnel are to be used to provide certain Services, specify the responsibilities of such Key Personnel by name, and designate the names of the Key Personnel beside the applicable job title. Do not utilize job titles that are not given in Exhibit E. If no Hourly Rates Services are to be provided, delete this section of the form.

3.6.4.4. Travel and Living Expenses

If performance of a Service will necessitate the expenditure of Travel and Living Expenses, describe the Travel and Living Expenses that are necessary to perform the Service. Provide the titles and names of individuals for whom the Travel and Living Expenses will be expended. Provide an explanation of the purpose for the expenditure(s) and the expected dates of the expenditure(s). All Travel and Living Expenses must be costed out in accordance with the AOC's Travel and Living Expense Rules and Guidelines, given in Exhibit C. Provide the information requested on the form, along with a subtotal for all Travel and Living Expenses. If no Travel and/or Living Expenses are to be incurred, delete this section of the form.

3.6.4.5. Reimbursable Items Expenses

If performance of a Service will necessitate Consultant's use of Reimbursable Items, provide a listing of the Reimbursable Items necessary to perform the Service, along with quantities necessary, price, extended price, and a subtotal for all Reimbursable Items. If no Reimbursable Items are to be purchased, delete this section of the form. Reimbursable Items must be priced at Consultant's actual acquisition cost, net of any discounts or rebates allowed Consultant, and are not subject to any markup, charge, add on, or pass through charge or fee of any type.

3.6.4.6. Service Types – Subtotals

Provide a Subtotal summary total for each of the individual Service Types by adding the total of the Fixed Price Services, Hourly Rates Services,

Travel and Living Expenses, and Reimbursable Items Expenses, applicable to that Service Type.

3.6.4.7. Work Order – Grand Total

In the section of the form entitled “Work Order Subtotals and Grand Total, provide a summary of the Subtotal(s) applicable to each of the individual Service Types being purchased, and a grand total (“Work Order Grand Total”) applicable to the entire Work Order.

If the Pricing Methodology applicable to a Work Order is “Fixed Price Basis”, the Work Order Grand Total shall constitute the Fixed Price applicable to that Work Order.

If the Pricing Methodology applicable to a Work Order is “Time and Materials Not to Exceed”, the Work Order Grand Total shall constitute the Not to Exceed Price applicable to that Work Order.

If the Pricing Methodology applicable to a Work Order is “Time and Materials”, the Work Order Grand Total shall constitute the Time and Materials Price applicable to that Work Order.

3.6.4.8. List of Deliverables and Milestone Payments

If the AOC has determined that the Pricing Methodology to be used for the Work Order is Fixed Price Basis, after consultation with the AOC Project Manager, provide a list of designated Deliverable(s) and the amount to be paid upon acceptance of each such Deliverable that has been agreed to by both parties. The AOC does not pay for Services in advance and no milestone payment will be tied to initiation of the Work. The individual Milestone Payments to be used shall be proportioned to correspond to the portion of the Project Services necessary to provide the Deliverable.

- 3.7. If the AOC has required written progress reports, after consultation with the AOC Project Manager, describe the type of report(s) necessary, frequency of report(s) and types of information that will be provided.
- 3.8. Upon completion of the above, Consultant’s Project Manager shall submit Consultant’s Proposal to the AOC’s Project Manager via e-mail in the form of a file in modifiable MS-Word processing format.
- 3.9. The AOC’s Project Manager may request changes to the Proposal submitted, in which event Consultant shall modify and resubmit the Proposal, again in accordance with the provisions of Exhibit C.

- 3.10. Consultant Proposals so submitted are available for acceptance and may not expire or be revoked for a period of twenty (20) Business Days following the date submitted to the AOC's Project Manager, or until the date scheduled for the start of the Work in the applicable Work Order passes, whichever event occurs sooner.
- 3.11. If the AOC intends to accept Consultant's Proposal and proceed with the Project, the AOC Project Manager will notify the Consultant of its Proposal acceptance. The AOC shall provide via e-mail a Work Order consisting of the then current format of the State's Standard Agreement Form, Exhibit G, accompanied by the accepted Consultant Proposal submitted in the format of the Consultant Proposal Form.
- 3.12. Consultant shall sign two (2) originals of the Work Order, which shall be sent to the AOC as requested in the e-mail providing the Work Order:
- 3.13. Upon receipt, the AOC shall, if it chooses to proceed with authorization of the Work Order, countersign both originals and return one original to the Consultant.
- 3.14. Upon countersignature by the AOC, a Work Order shall, for the purposes of this Agreement, be considered authorized and binding upon both parties, and Consultant is authorized to begin provision of the Services as of the starting date of the period of performance given in the Work Order.
- 3.15. If the parties agree to revise an already authorized Work Order, the parties agree that such revisions are subject to the authorization of a revision via an Amendment. Amendments to an already authorized Work Order shall be subject to the same process for authorization of a Work Order as given above. Upon authorization of an Amendment, the revised Work Order shall supersede and override the existing Work Order in its entirety.
- 3.16. The AOC reserves the right to modify the forms provided in Exhibits E, F and G, as it deems necessary or appropriate, in its sole discretion, and will notify Consultant of any modification to said form prior to implementing the modified form(s).
- 3.17. There is no limit on the number of Work Orders the AOC may request or authorize under this Agreement.
- 3.18. The AOC does not guarantee that Consultant will receive any authorized Work Order(s) under this Agreement.

4. **Invoicing Instructions**

Consultant shall provide invoices in formats that correspond to the Pricing Methodology specified in the authorized Work Order, as follows:

4.1. Fixed Price Based Work Orders

4.1.1. Consultant shall, upon receipt and written acceptance by the AOC's Project Manager of a Deliverable associated with a Payment Milestone but not more frequently than once monthly, submit an invoice for any Milestone Payments associated with any Deliverable(s) accepted by the AOC during the previous calendar month. Deliverables shall not be invoiced to the AOC in advance of receipt of written acceptance from the AOC Project Manager.

4.1.1.1. Consultant's invoice for such Work Orders must specify the following:

- 4.1.1.1.1. The Agreement Title and Agreement Number from the first page of this Agreement.
- 4.1.1.1.2. The Work Order Number provided on the Work Order;
- 4.1.1.1.3. A unique invoice number.
- 4.1.1.1.4. Consultant's name and address.
- 4.1.1.1.5. Consultant's Taxpayer identification number (FEIN).
- 4.1.1.1.6. Work Order Title, as given in the Work Order.
- 4.1.1.1.7. The Pricing Methodology applicable to the Work Order (i.e. "Pricing Methodology -Fixed Price").
- 4.1.1.1.8. Name of the Deliverable, using the same words as specified in the Work Order description.
- 4.1.1.1.9. Amount of the milestone payment designated for the accepted Deliverable, as specified in the Work Order.
- 4.1.1.1.10. A line specifying the Work Order Grand Total (i.e. "Work Order Grand Total = \$) applicable to the Work Order.
- 4.1.1.1.11. Preferred remittance address.

4.2. For Time and Materials Not to Exceed Based Work Orders

4.2.1. Consultant shall, not more frequently than once monthly submit an invoice that specifies the following required sections separately:

4.2.1.1. For each Service Type being invoiced:

- 4.2.1.2. The name of the Service Type (i.e. "Service Type").
- 4.2.1.3. An entitled "Fixed Price Services" that specifies, for each Fixed Price Service being invoiced.
- 4.2.1.4. The name(s) of any Fixed Price Service(s) completed in full during the previous calendar month.
- 4.2.1.5. The quantity completed.
- 4.2.1.6. The unit price, as specified in Exhibit E.
- 4.2.1.7. The extended amount.
- 4.2.1.8. The total for all Fixed Price Services ("Fixed Price Services Total") being invoiced.

- 4.2.1.9.A section entitled “Hourly Rates Services” that specifies, for each job title / individual name being invoiced:
- 4.2.1.9.1. The applicable job title / individual name.
 - 4.2.1.9.2. The number of hours actually incurred during the previous month.
 - 4.2.1.9.3. The applicable Hourly Rate, as specified in Exhibit E
 - 4.2.1.9.4. the extended price.
 - 4.2.1.9.5. The total for all Hourly Rates Services (“Hourly Rates Services Total”) being invoiced.
- 4.2.1.10. A section entitled “Reimbursable Items” that specifies:
- 4.2.1.10.1. The name(s) of any Reimbursable Item(s) actually utilized in the performance of Work during the previous month, using the same language as provided in the Work Order.
 - 4.2.1.10.2. The quantity of the Reimbursable Item(s) utilized.
 - 4.2.1.10.3. The unit price, as specified in the Work Order.
 - 4.2.1.10.4. The extended amount.
 - 4.2.1.10.5. The total of all Reimbursable Items (“Reimbursable Items Total”) being invoiced.
- 4.2.1.11. A section entitled “Travel and Living Expenses” that specifies, for each individual for whom such charges are being invoiced:
- 4.2.1.11.1. The name of the individual to whom the expenses apply.
 - 4.2.1.11.2. Date(s) of any travel or living expense.
 - 4.2.1.11.3. Cost of travel or living expense as actually incurred, but, unless accompanied by written allowance from the AOC Project Manager in an amount not to exceed the allowance specified in the AOC’s Travel and Living Expense Guidelines.
 - 4.2.1.11.4. The total of all Travel and Living Expenses (“Travel and Living Expenses”) being invoiced.
- 4.2.1.12. A summary with the name of the Service Type (“Service Type”) and including:
- 4.2.1.12.1. The total for all Fixed Price Services (“Fixed Price Services Total”) being invoiced.
 - 4.2.1.12.2. The total for all Hourly Rates Services (“Hourly Rates Services Total”) being invoiced.
 - 4.2.1.12.3. The total of all Reimbursable Items (“Reimbursable Items Total”) being invoiced.
 - 4.2.1.12.4. The total of all Travel and Living Expenses (“Travel and Living Expenses”) being invoiced.

- 4.2.1.12.5. The total of all charges being invoiced for that Service Type.
 - 4.2.1.13. The total amount previously invoiced under the Work Order (“Previously Invoiced”).
 - 4.2.1.14. A summary of all charges being invoiced for all Service Types (“Total: All Service Types”) in the current invoice.
 - 4.2.1.15. A total for all amounts previously invoiced (“Total Invoiced to Date”).
 - 4.2.1.16. The Not to Exceed Price applicable to the Work Order (“Not to Exceed Price”).
 - 4.2.1.17. The amount remaining. (“Not to Exceed Price – Total Invoiced to Date”).
- 4.3. Time and Materials Based Work Orders
- 4.3.1. Consultant shall, not more frequently than once monthly submit an invoice that specifies the following:
 - 4.3.1.1. Separately, for each Service Type being invoiced:
 - 4.3.1.1.1. The name of the Service Type (“Service Type”).
 - 4.3.1.2. A section entitled “Fixed Price Services” that specifies, for each Fixed Price Service being invoiced:
 - 4.3.1.2.1. The name(s) of any Fixed Price Service(s) completed in full during the previous calendar month.
 - 4.3.1.2.2. The quantity completed.
 - 4.3.1.2.3. The unit price, as specified in Exhibit E.
 - 4.3.1.2.4. The extended amount.
 - 4.3.1.2.5. At the end, the total for all Fixed Price Services (“Fixed Price Services Total”) being invoiced.
 - 4.3.1.3. A section entitled “Hourly Rates Services” that specifies, for each job title / individual name being invoiced:
 - 4.3.1.3.1. The applicable job title / individual name.
 - 4.3.1.3.2. The number of hours actually incurred during the previous month.
 - 4.3.1.3.3. The applicable Hourly Rate, as specified in Exhibit E.
 - 4.3.1.3.4. The extended price.

- 4.3.1.3.5. The total for all Hourly Rates Services (“Hourly Rates Services Total”) being invoiced.
- 4.3.1.4.A section entitled “Reimbursable Items” that specifies:
 - 4.3.1.4.1. The name(s) of any Reimbursable Item(s) actually utilized in the performance of Work during the previous month, using the same language as provided in the Work Order.
 - 4.3.1.4.2. The quantity of the Reimbursable Item(s) utilized.
 - 4.3.1.4.3. The unit price, as specified in the Work Order.
 - 4.3.1.4.4. The extended amount.
 - 4.3.1.4.5. The total of all Reimbursable Items (“Reimbursable Items Total”) being invoiced.
- 4.3.1.5.A section entitled “Travel and Living Expenses” that specifies, for each individual for whom such charges are being invoiced:
 - 4.3.1.5.1. The name of the individual to whom the expenses apply;
 - 4.3.1.5.2. Date(s) of any travel or living expense.
 - 4.3.1.5.3. Cost of travel or living expense as actually incurred, but, unless accompanied by written allowance from the AOC Project Manager in an amount not to exceed the allowance specified in the AOC’s Travel and Living Expense Guidelines.
 - 4.3.1.5.4. The total of all Travel and Living Expenses (“Travel and Living Expenses”) being invoiced.
- 4.3.1.6.A summary with the name of the Service Type (“Service Type”) and including:
 - 4.3.1.6.1. The total for all Fixed Price Services (“Fixed Price Services Total”) being invoiced.
 - 4.3.1.6.2. The total for all Hourly Rates Services (“Hourly Rates Services Total”) being invoiced.
 - 4.3.1.6.3. The total of all Reimbursable Items (“Reimbursable Items Total”) being invoiced.
 - 4.3.1.6.4. The total of all Travel and Living Expenses (“Travel and Living Expenses”) being invoiced.
 - 4.3.1.6.5. The total of all charges being invoiced for that Service Type.
- 4.3.1.7.The total amount previously invoiced under the Work Order (“Previously Invoiced”).
- 4.3.1.8.A summary of all charges being invoiced for all Service Types (“Total All Service Types”) in the current invoice.

4.3.1.9.A total for all amounts previously invoiced. (“Total Invoiced to Date”)

4.3.1.10.The Time and Materials Price applicable to the Work Order (“Time and Materials Price”).

4.3.1.11.The amount remaining (“Time and Materials Price – Total Invoiced to Date”).

1. **AOC Travel and Living Expenses Guidelines**

Any prices, rates, charges, fees, and any rules, terms, or conditions regarding Travel and Living Expenses specified in Exhibit E that conflict with the provisions of D are null and void and without effect

- 1.1. If so specified in a Work Order, the AOC shall reimburse Consultant for actual and reasonable transportation, meals, and lodging expenses actually incurred by Consultant’s and its Sub-consultants’ employees when actually incurred in the course of their performance of the Work, but subject to the following:
 - 1.1.1. If air transportation is authorized, the AOC will reimburse 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 Project Manager agrees in writing to a shorter period in the Work Order.
 - 1.1.2. 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, but not to exceed \$110.00 per Day, plus occupancy tax and/or energy surcharge; and (ii) for meals, at the actual cost but not to exceed the following maximum amounts per person per Day: breakfast \$6.00; lunch \$10.00; dinner \$18.00; and incidentals \$6.00.
 - 1.1.3. If private vehicle ground transportation expense is authorized, the AOC will reimburse Consultant at \$0.55 cents per mile.
 - 1.1.4. The AOC is not obligated to pay for, and Consultant shall not invoice for any hours of non-production work expended by the Consultant or its Sub-consultants’ employees that are spent traveling to or from the location where the Service(s) are performed.
 - 1.1.5. Travel and Living Expenses shall be billed to the AOC at Consultant’s actual cost, including any discounts or rebates accorded to Consultant or its Sub-consultants, and are not subject to any markup, fee, or other charge.

2. Compensation for Reimbursable Items

- 2.1. Reimbursable Items shall consist solely of tangible items necessary for Consultant's or Sub-consultants' performance of the Work.
- 2.2. Reimbursable Item(s) are not services and services shall not be provided or charged for as Reimbursable Item(s) under this Agreement.
- 2.3. In order for a Reimbursable Item to be compensated for under this Agreement, such items must be expressly identified by name and for which a price has been provided in an authorized Work Order.
- 2.4. If an authorized Work Order specifies that Consultant is to be compensated for Reimbursable Expenses, Consultant shall be compensated as provided for in this Agreement.
- 2.5. Any prices, rates, charges, fees, and any rules, terms, or conditions regarding Reimbursable Expenses specified in Exhibit D that conflict with the provisions of this Agreement are null and void and without effect

3. Taxes

The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on Consultant's or any Sub-consultants' employees' wages. The AOC will pay for any applicable State of California or local sales or use taxes on any Materials provided or Services rendered pursuant to this Agreement.

4. Invoice Submission

- 4.1. Consultant shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Business Services, Accounts Payable
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3660

- 4.2. Consultant shall simultaneously submit another copy of the invoice to the AOC Project Manager named on the Work Order at the address specified for that Project Manager on the Work Order.

5. Payment

- 5.1. The AOC will endeavor to pay invoices within thirty (30) days after receipt of a correct, itemized invoice. In no event shall the AOC be liable for interest or late charges for any late payments.
- 5.2. Payment shall be made by the AOC to the Consultant at the address specified on the invoice.
- 5.3. The AOC may withhold full or partial payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement or the Work Order.

6. Disallowance

If the Consultant claims or receives payment from the AOC that is later disallowed by the AOC, the Consultant shall promptly refund the disallowed amount to the AOC upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Consultant under this Agreement or any other agreement.

7. Payment Does Not Imply Acceptance of Work

The granting of any payment by the AOC, or the receipt thereof by the Consultant, shall in no way lessen the liability of the Consultant to correct unsatisfactory work in connection with this Agreement.

8. Release of Claims

- 8.1. The acceptance by Consultant of its final payment due under an authorized Work Order shall be and shall operate as a release of the AOC, the Court(s) and the State from all claims and all liability to the Consultant for everything done or furnished in connection with said Work Order, including every act and neglect of the AOC and or the Court(s).
- 8.2. Consultant shall, on the face of Consultant's final invoice submitted for payment, expressly identify as outstanding any claim that it has. Consultant's failure to identify any such claims shall operate as a release of all claims.

END OF EXHIBIT C

EXHIBIT D

STATEMENT OF WORK

Consultant shall furnish without limitation all necessary labor, material, hardware, software, tools and equipment to complete the work as described in this document, and the scope of services specified in a Work Authorization. The intent here is to give a brief description of work that needs to be done and not all the details of how it will be done. Consultant will use available codes, standards, and technology to provide the service to the standard level of professional care.

Consultant shall furnish without limitation all necessary labor, material, hardware, software, tools and equipment to complete the work as described in this document, and the proposed scope of services. The intent here is to give a brief description of work that needs to be done and not all the details of how it will be done. Consultant will use available codes, standards, and technology to provide the service to the standard level of professional care.

This scope of work includes, but is not limited to the following:

1. Conduct on- site inspection to identify issues related to environmental concerns.
2. Conduct environmental due diligence for real property transfers and acquisitions.
3. Carry out ESA Phase I site visit and investigations, in compliance with current regulations, codes and practices, providing detailed reports of findings and any subsequent recommendations.
4. Carry out ESA Phase II environmental on site inspections and field investigation for any or all medium (air, water, soil, and groundwater) to provide detailed reports and recommendations based on facility's present or past occupancy and use, and in compliance with current codes, standards and practices.
5. Carry out ESA Phase III remediation in compliance with current regulations, codes and practices, providing detailed reports of findings and any subsequent recommendations.
6. Assist in the selection of Consultants and Sub-Consultants to conduct environmental work (hazardous materials/hazardous waste management, air/soil/water/ground, water monitoring and clean up, underground storage tank (UST), aboveground storage tank (AST) management and reporting, Storm Water Pollution Prevention Plan (SWPPP), Spill Protection and Prevention Plan (SPPP), emergency response and worker's health and safety assessment and reporting, indoor air sampling and injury and illness plans and reports preparation and updates).
7. Complete and/or oversee on-site remedial clean-up activities that might be required on an emergency basis during construction

8. Prepare permit applications and/or plans as specified by the implementing agency for on-site equipment and materials (e.g. HVAC equipment, boilers, backup generator, U/AST, elevators, pressure vessels, potable water, SWPPP, SPPP and Hazard Materials Business Plans).
9. Provide third-party review and recommendations on the reports, documentation and deliverables originated by other consultants and Consultants.
10. Prepare surveys and reports for asbestos-containing material (ACM), lead-based paint (LBP), and Polychlorinated Biphenyls (PCBs) identification and abatement. Complete all required tests/sampling in order to meet regulatory requirements.
11. Represent the AOC's interest in meetings with environmental regulatory agencies
12. Consultant shall coordinate work with the AOC representative or designee and will keep Project Manager informed of all the current activities. Consultant shall minimize disturbance to the users of the premises.
13. All work shall be performed in a safe manner and in accordance with Cal-OSHA (CCR Title 8)
14. Consultant shall in addition perform any other services described in the Work authorization proposal provided in Exhibit F.
15. Maps, plats, reports, recommendations, descriptions and related documents shall be prepared and reviewed by or under the direct supervision of registered professional staff which is currently licensed in the State of California by the Board for Professional Engineers; a Department of Health Services (DHS) certified Project Monitor or Project Designer on staff; a Certified Asbestos Consultant (CAC) on staff; a Certified Industrial Hygienist (CIH) on staff; or equivalent in professional standard within the field of responsible activity. Certified professionals shall sign all final reports and recommendations. Consultant shall include all necessary details of work to ensure the final report is factual and un-ambiguous or speculative. Reports shall be complete and comprehensive in technical and non-technical terms where appropriate.
16. Some Consultants may qualify to perform all services and tasks, using their own staff; others may conduct portions of work in-house and other portions via sub contracts. Other Consultants may partner with similar or complimentary Consultants to cover the full range of services requested. Consultants should only respond to this RFQ/RFP for the services for which they are qualified to provide or supervise and manage through subcontracts.

END OF EXHIBIT D

EXHIBIT E
RATES AND PRICES

Hourly Rates for Services

When, as specified in an authorized Work Order, Consultant is to be compensated on an Hourly Basis. Consultant shall be compensated only for hours actually incurred by Consultant or its Sub-Consultant employees in pursuit of the Work. Consultant shall be compensated at the Hourly Rates applicable to Consultant’s employees as specified below, or at lower rates if so agreed to and specified in a Work Order.

FEE SCHEDULE

Personnel Category	(\$ per hour)
<i>Principal-in-Charge</i>	\$
<i>Principal</i>	\$
<i>Project Manager</i>	\$
<i>GIS/CADD Supt.</i>	\$
<i>Senior Engineer</i>	\$
<i>Jr. Engineer/Scientist</i>	\$
<i>Clerical</i>	\$

Billing Rates: Current standard hourly rate schedule # *Classification capped at commercial rates*
 Current rates shall apply through July, 2014. Rates are subject to change on an annual basis beginning July, 2014, but only in accordance with the provisions of the Standard Agreement included with this RFP.

The payment structure is on an Hourly Fee Rates (based on employee classification) or a Firm Fixed Price (set price not subject to change).

Individuals performing services are billed at the applicable rate(s) stated above. Invoices will be submitted showing labor (hours worked) by labor category and total expenses.

Hourly Rates for any Consultant’s Sub-Consultant employees shall be as specified in the Work Order, are subject to AOC agreement on a Work Order by Work Order basis, and shall only apply to the Work Order in which authorized.

(FIRM FIXED PRICES OR FORMULAS FOR ANY LABORATORY SERVICE)

The services under this Agreement will be compensated in accordance with the following consultant rate schedule unless a lump-sum fee is established in the written authorization.

Name & Firm Name Title/Job Classification	Billable Rate (\$ per hour)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Compensation for Travel and Living Expenses:

If an authorized Work Order specifies that Consultant is to be compensated for Travel and Living Expenses, Consultant shall be compensated according to the following AOC Policy for Compensation for Travel and Living Expenses:

The State shall reimburse Consultant for actual and reasonable transportation, meals, and lodging expenses actually incurred by Consultant’s and its Sub-Consultant’s employees in the course of their performance of the Work, but subject to the following:

If air transportation is authorized, the State will reimburse 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 Project Manager agrees to a shorter period.

If overnight lodging expense is authorized, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the State 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.

If private vehicle ground transportation expense is authorized, the State will reimburse the Consultant up to the State approved rate. The State is not obligated to pay for, and Consultant shall not invoice for any hours of non-production work expended by the Consultant or its Sub-Consultant's employees that are spent traveling to or from the location where the Work is performed.

Travel and Living Expenses shall be billed to the State at Consultant's actual cost, including any discounts or rebates accorded to Consultant or its Sub-Consultants, and are not subject to any markup, fee, or other charge.

Compensation for Reimbursable Expenses:

If an authorized Work Order specifies that Consultant is to be compensated for Reimbursable Expenses, Consultant shall be compensated as follows:

The State shall reimburse Consultant for said expenses. Reimbursable Expenses shall not exceed the total estimated amount for said expenses specified in the Work Order.

Reimbursable expenses are limited to itemized expenses otherwise not expressly excluded under this Agreement, for goods or services necessary to the performance of the Work and actually incurred by Consultant and or its Sub-Consultants or their respective employees in the performance of the Work.

Reimbursable Expenses shall be billed to the State at Consultant's or its Sub-Consultant's actual cost, including any discounts or rebates accorded to Consultant or its Sub-Consultants, and are not subject to any markup, fee, or other charge.

Taxes

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

END OF EXHIBIT E

EXHIBIT F

WORK AUTHORIZATION FORM AND STANDARD WORK ORDER

Date: January 1, 2013

The Administrative Office of the Courts (AOC) invites your proposal for conducting a Phase I Environmental Site Assessment (ESA) in compliance with current codes and standards at facilities located in Sample County. The requested services are described in Parts 1 and 2 of this Work Authorization. Please complete and sign Part 3, the Consultant’s Proposal (CP) providing detailed not-to exceed-cost or a fixed firm fee in accordance with our Master Agreement. Please submit your proposal by email, no later than seven days from receipt of this Work Authorization. Please address your response to:

Pradip Desai
 Environmental Analyst
Pradip.Desai@jud.ca.gov
 (818) 558-3117

Please refer to the AOC reference number **CP 000** for all communications related to this request. Your proposal will be reviewed on the cost and scope of the work proposed.

PART 1: GENERAL INFORMATION

Request for Environmental Site Assessment		
County/City:		
Project Name/Courthouse Name:		
Building ID No. (if applicable):		
Services Requested:		
Reason For Request:		
Requested By/Date Needed*:		
Site One:		
	<u>Address(es)</u>	<u>APN(s)</u>
Property Contact/Phone:		
Special Instructions?		
Site Two:		
	<u>Address(es)</u>	<u>APN(s)</u>
Property Contact/Phone:		
Special Instructions?		
<u>SPECIAL INSTRUCTIONS:</u>		

- 1) The point of contact at the AOC for further information is Pradip Desai (Pradip.desai@jud.ca.gov). Please copy Barbara Baerg (barbara.baerg@jud.ca.gov) on all correspondence.
- 2) Consultant to provide actual work schedule to AOC, prior to starting the project.

PART 2: REQUESTED SERVICES

1.	<input type="checkbox"/> General Consulting Support plus Estimated Hours
2.	<input type="checkbox"/> Negotiations Support – Detail to be provided
3.	<input type="checkbox"/> Due Diligence <ul style="list-style-type: none"> • Provide and/or coordinate due diligence related to specific transactions, including Phase I environmental site assessments, and other related due diligence activities. Consultant shall provide one DRAFT Phase I report (printed copy) plus one electronic copy, for AOC’s comments. Following receipt of the AOC’s comments, Consultant shall submit one printed and one electronic copy of a revised FINAL DRAFT report within 30-days of receipt of AOC’s comments. • Provide compliance characterization and remedial activities for asbestos, lead based paint surveys, mold, PCBs, florescent light bulbs, underground vaults and storage tanks, radon gas and other hazardous materials. <p>Conduct site walk through to verify the property boundaries and historic use of the property.</p>
4.	<input type="checkbox"/> Operations and Management Support <ul style="list-style-type: none"> • Review existing permits and operations of the facility to assess actual or potential impacts to property acquisition.
5.	<input type="checkbox"/> Transactional Support – Detail to be provided

REQUESTED BY:

Pradip Desai, Environmental Analyst
 Office of Real Estate and Facilities Management
 Judicial Council of California, Administrative Office of the Courts
 2255 N. Ontario Street, Suite 200
 Burbank, CA 91504
 (818) 558-3117

Date _____

PART 3: CONSULTANT’S PROPOSAL
 (To be completed by Consultant and returned to the AOC.)

1.	<input type="checkbox"/> General Consulting Support <ul style="list-style-type: none"> • Interact and strategize with the AOC Project Team for the purpose of: <ul style="list-style-type: none"> a. Providing support for and development of real property transfer strategies and procedures for implementing the strategies; b. Providing support for review/development of Memoranda of Understanding (MOUs) between the AOC and counties; and c. Developing standard templates for environmental due diligence reporting, property condition assessment reporting, etc. • Coordinate technical activities for this Work Authorization with other AOC activities at Court facilities. • Provide assistance, guidance, and review of overall policy development with help of AOC’s extended transfer team members. 	Rate		
2.	<input type="checkbox"/> Negotiations Support <ul style="list-style-type: none"> • In conjunction with AOC’s legal and business staff, review and provide input on draft documents, agreements and other documents, to assist in transfer process. Consultant shall provide such support. • Participate in internal AOC meetings, along with other AOC Consultants, to discuss court requirements and resulting strategy. Consultant will provide such support at facilities, with no travel, as meetings are in San Francisco or by conference call. 	Rate	Est. Hrs.	Amount
3.	<input type="checkbox"/> Due Diligence <ul style="list-style-type: none"> • Provide compliance characterization and remedial activities for asbestos, lead based paint surveys, mold, PCBs, florescent light bulbs, underground vaults and storage tanks, radon gas and other hazardous materials. As actual costs cannot be estimated at this time 	Rate	Est. Hrs.	Amount

	<p>due to lack of site specifics, the Consultant shall provide a level-of-effort for initial site reconnaissance and inspection/sampling.</p> <ul style="list-style-type: none"> • Conduct site surveys to determine the property boundaries and verification of historic use of the facility. • Other (please describe) Provide designated services as requested in the work authorization solicitation. 			
4.	<input type="checkbox"/> Operations and Management Support <ul style="list-style-type: none"> • Provide environmental and health safety & compliance support. As actual costs cannot be estimated at this time due to lack of site specifics, the Consultant shall provide a level-of-effort of sixteen (16) hours per facility, with no travel. <p>Review existing permits and operations of the facility to access the actual or potential impact to the transfer. The Consultant shall provide a level-of-effort of eight (8) hours per facility, with no travel.</p>	Rate	Est. Hrs.	Amount
Total Not to Exceed Amount or Firm Fixed Fee Amount:				

Time to complete: _____

Key Personnel List:

Consultant's Project Manager: _____

Other Key Personnel (list if applicable): _____

CONSULTANT: _____ (Consultant Name)

BY: _____
 [Signature of Authorized Agent of Consultant]

PRINTED NAME: _____

TITLE: _____

DATE: _____

Invoices Associated with this Work Authorization

If your firm is selected, please make sure you send all invoices to the following email address:

AOC_Environmental_Invoice@jud.ca.gov

In addition, please include the information listed below on a cover sheet with all invoices submitted. Invoices will not be approved without this information.

Date:

Project Name: **Proposed Main Facility – Add Site Name**

Consultant's Proposal **CP 000**

AOC PO Number: (Determined after contract award.)

Consultant's Invoice Number:

Project Manager/Contact Person:

Original Firm Fixed Fee (FFF) Amount from Consultant's Proposal:	\$0.00
Approved Amendments (please itemize):	
- Amendment 1	\$0.00
- Amendment 2	\$0.00
Total FFF Amount including all amendments:	\$0.00

Number of Invoices Submitted to Date: 00

Total Amount Billed to Date \$0.00

Amount Included in Current Invoice \$0.00

Total Amount Remaining After Current Invoice \$0.00

Please remit payment to:

Consultant's Company Name

Attention (name of contact for account related issues)

Address

City, State Zip

Phone

Fax

STANDARD WORK ORDER FORM

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET



	WORK ORDER NUMBER	AMENDMENT NUMBER
		FEDERAL EMPLOYER ID NUMBER

1. In this Agreement, the term “Consultant” refers to **[Consultant name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.
2. This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.
3. The maximum amount that the AOC may pay Consultant under this Work Order is **[\$Dollar amount]**.
4. This Work Order is issued pursuant to Master Agreement# Environmental between the State of California and the Consultant.

The Consultant is hereby authorized to, and shall provide the Work specified in the attached Work Order in accordance with the Agreement and the Work Order:

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement.

- Attachment A – **(Title)**
- Attachment B – **(Title)**
- Attachment C – **(Title)**

AOC’S SIGNATURE	CONSULTANT’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONSULTANT’S NAME (if Consultant is not an individual person, state whether Consultant is a corporation, partnership, etc.) [Consultant name]
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [Address]

END OF EXHIBIT F

EXHIBIT G

DVBE PARTICIPATION FORM

Firm Name: _____

RFQ/P Project Title: _____

RFQ/P Number: _____

The AOC has an annual Disabled Veterans Business Enterprise (DVBE) participation goal of not less than three percent (3%), however, each specific project may have a DVBE participation goal of less than or greater than 3%, or no DVBE participation goal at all. This Project has a DVBE participation goal of 3% (“DVBE Project Goal”). The Consultant must document its DVBE compliance with the DVBE Project Goal by completing this DVBE Participation Form.

The DVBE Project Goal and the AOC’s compliance requirements are subject to revision when the California Department of General Services adopts and implements new regulations regarding DVBEs.

Complete Parts A & B

“Consultant’s Tier” is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Consultant;

1 = Prime Sub-Consultant/supplier;

2 = Sub-Consultant/supplier of level 1 Sub-Consultant/supplier

DVBE PARTICIPATION FORM - PART A – COMPLIANCE WITH DVBE

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS RFQ/RFP.

FIRM

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____
 Percentage of Total Contract Amount: DVBE _____%

CONSULTANTS/SUB- CONSULTANTS/PROPOSERS/SUPPLIERS

1. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Amount: DVBE _____%

2. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Amount DVBE _____%

3. Company Name: _____
 Nature of Work: _____ Tier: _____
 Claimed Value: DVBE \$ _____

Percentage of Total Contract Amount DVBE _____%

GRAND TOTAL: DVBE _____%

I hereby certify that the Contract Price, as defined herein, is the amount of \$_____.
 I understand that the Contract Price is the total dollar figure against which the DVBE participation requirements will be evaluated.

<i>Name of Firm</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for Firm</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	

DVBE PARTICIPATION FORM - PART B – CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in California Code of Regulations, Title 2, section 1896.61, and Military and Veterans Code, section 999..

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY; FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Name of Firm</i>	
<i>Signature of Person Signing for Firm</i>	
<i>Name (printed) of Person Signing for Firm</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	