

ATTACHMENT C

SAMPLE AGREEMENT

REAL ESTATE RELOCATION ASSISTANCE CONSULTANT SERVICES



ADMINISTRATIVE OFFICE
OF THE COURTS

OFFICE OF COURT CONSTRUCTION
AND MANAGEMENT

STANDARD AGREEMENT COVERSHEET rev 12-08

Sample Document



AGREEMENT NUMBER
FEDERAL EMPLOYER ID NUMBER

- In this agreement (the "Agreement"), the term "Consultant" refers to @ and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
- This Agreement becomes effective as of (the "Effective Date") and expires on
- The title of this Agreement is: **Real Estate Relocation Assistance Consultant Services for the [redacted] geographic area.**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

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- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibits A, B, and C.

- Exhibit A – General Provisions
- Exhibit B – Payment Provisions/Work Authorization Process
- Exhibit C – Scope of Services
- Exhibit D – Sample Work Authorization Request
- Exhibit E – Defined Terms

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 Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS

Administrative Office of the Courts Use Only

Agreement Number	
Consultant Name	


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

EXHIBIT A
GENERAL PROVISIONS

1. Contractor Certification Clauses

1.1 Representations and Warranties. Contractor certifies that the following representations and warranties are true:

- (A) *Authority.* Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. Contractor is qualified to do business and in good standing in the State of California.
- (B) *Not an Expatriate Corporation.* Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with the AOC.
- (C) *Sales and Use Tax Collection.* Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code.
- (D) *No Gratuities.* Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (E) *No Conflict of Interest.* Contractor has no interest that would constitute a conflict of interest under Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- (F) *No Interference with Other Contracts.* To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- (G) *No Litigation.* No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with

others will not or would not have a material adverse affect on Contractor's business, the validity or enforceability of this Agreement, or Contractor's ability to perform this Agreement.

- (H) *Compliance with Laws Generally.* Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services, and pays all undisputed debts when they come due.
- (I) *Work Eligibility.* All personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- (J) *Drug Free Workplace.* Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.
- (K) *No Harassment.* Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- (L) *Non-discrimination.* Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.
- (M) *Special Provisions regarding Domestic Partners, Spouses, and Gender Discrimination.* If this Agreement provides for total Compensation of more than \$100,000, Contractor is in compliance with Public Contract Code section 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

1.2 Covenant as to Representations and Warranties. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the AOC if any representation and warranty becomes untrue.

2. Indemnity

Contractor shall indemnify and defend (with counsel satisfactory to the AOC Office of the General Counsel) Judicial Branch Entities and Judicial Branch Personnel against all claims, damages, losses, and expenses, including attorney fees and costs, founded upon (i) Contractor's performance of, or failure to perform, the Services or Contractor's other duties under this Agreement, or (ii) any other breach by Contractor of this Agreement. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

3. Insurance

3.1 Basic Coverage. Contractor shall provide and maintain at Contractor's expense the following insurance during the Term:

- A. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor have employees. It must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease;
- B. *Commercial General Liability.* The policy must cover bodily injury and property damage liability, including coverage for the products – completed operations hazard and liability assumed in a contract , personal and advertising injury liability, and contractual liability, at minimum limits of \$1 million per occurrence, combined single limit; and
- C. *Professional Liability.* The policy must cover liability resulting from errors or omissions committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1 million per claim.
- D. *Commercial Automobile Liability.* The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit.

3.2 "Claims Made" Coverage. If any required insurance is written on a "claims made" form, Contractor shall maintain the coverage continuously throughout the Term, and, without lapse, for three years beyond the termination or expiration of this Agreement and the AOC's acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any "claims made" policy must be no later than the date that Services commence under this Agreement.

- 3.3 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.
- 3.4 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.5 Deductibles and Self-Insured Retentions.** Contractor shall declare to the AOC all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the AOC's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.6 Additional Insured Status.** Contractor shall require Contractor's commercial general liability insurer, Contractor's commercial automobile liability insurer, and, if applicable, Contractor's commercial umbrella liability insurer to name Judicial Branch Entities and Judicial Branch Personnel as additional insureds with respect to liability arising out of Contractor's Services under this Agreement.
- 3.7 Certificates of Insurance.** Before Contractor begin performing Services, Contractor shall give the AOC certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without 30 or more days' prior written notice to the AOC. Any replacement certificates of insurance are subject to the approval of the AOC, and, without prejudice to the AOC, Contractor shall not perform work before the AOC approves the certificates.
- 3.8 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.9 Required Policy Provisions.** Each policy must provide, as follows:
- A. *Insurance Primary; Waiver of Subrogation.* The basic coverage provided is primary and non-contributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; and
 - B. *Separation of Insureds.* The commercial general liability policy, or, if maintained in lieu of that policy, the commercial umbrella liability policy, applies separately to each insured against whom a claim is made and/or a lawsuit is brought, to the limits of the insurer's liability.
- 3.10 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either of the following methods:

- A. *Separate.* Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
- B. *Joint.* Joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.11 Consequences of Lapse. If required insurance lapses during the Term, the AOC is not required to process invoices after such lapse until Contractor provide evidence of reinstatement that is effective as of the lapse date.

4. Default and Remedies

4.1 Default. A default exists under this Agreement if:

- A. Contractor fails or is unable to meet or perform any of Contractor's duties under this Agreement, and this failure is not cured within 20 days' following notice of default or is not capable of being cured within this cure period;
- B. Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business;
- C. Contractor makes or has made under this Agreement any representation or warranty that is or was incorrect, inaccurate, or misleading;
- D. Any act, condition, or thing required to be fulfilled or performed by Contractor to (i) enable Contractor lawfully to enter into or perform its obligations under this Agreement, (ii) ensure that these obligations are legal, valid, and binding, or (iii) make this Agreement admissible when required is not fulfilled or performed.

4.2 Notice. Contractor shall notify the AOC immediately if Contractor defaults, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement.

4.3 Remedies.

- A. *Available Remedies.* The AOC may do any of the following:
 - (1) Withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor;
 - (2) Require Contractor to enter into non-binding mediation;
 - (3) Exercise, following notice, the AOC's right of early termination of this Agreement as provided below; and
 - (4) Seek any other remedy available at law or in equity.

- B. Remedies Cumulative.* All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

5. Termination and Cancellation; Effect of Expiration or Termination

5.1 Early Termination and Cancellation Rights.

- A. The AOC may terminate this entire Agreement immediately “for cause” if Contractor is in default;
- B. The AOC may also cancel delivery immediately of all or any portion of unshipped Goods or limit Contractor’s Services, and, proportionately, Contractor’s compensation except to reimburse Contractor for its actual costs incurred before expenses arising out of early termination by the AOC, and any direct and indirect expenses incurred by cancellation of Goods in process that are custom made for the AOC), if:
- (1) the AOC determines that having Contractor provide the Services has become infeasible due to changes in applicable laws or regulations; or
 - (2) expected or actual funding to compensate Contractor is withdrawn, reduced, or limited.
- C. The AOC may terminate this entire Agreement, with or without cause, by giving Contractor 30 days’ notice.
- D. This entire Agreement will terminate immediately without further action of the parties upon the death, or temporary or permanent incapacity, of a natural person who is a party to this Agreement or a general partner of a partnership that is a party to this Agreement.

5.2 Effect of Expiration and Early Termination; Survival.

- A. Upon the Termination Date:
- (1) The AOC shall be released from compensating Contractor for Services, other than those Contractor satisfactorily performed before the Termination Date, and for any indirect costs.
 - (2) Without prejudice to the AOC, Contractor shall be released from performing Services.
- B. All provisions of this Appendix C will survive the expiration or termination of this Agreement, except for section 1 and promises regarding the maintenance of insurance in section 3 (other than section 3.2, which will also survive).

6. Assignment and Subcontracting; Successors

6.1 Permitted Assignments and Subcontracts.

- A. Neither party may assign or subcontract its rights or duties under this Agreement, except as follows:
- (1) The AOC may assign the AOC's rights and duties to any Judicial Branch Entity. The AOC shall notify Contractor in writing within 30 days following the assignment.
 - (2) Either party may assign its rights and duties or subcontract portions of this Agreement to a third party if the non-assigning party gives advance written consent to the assigning party. Consent may be withheld for any reason or no reason. If a non-assigning party does consent, the consent will take effect only if there is a written agreement between the assigning or subcontracting party and all assignees and subcontractors, stating the assignees and subcontractors:
 - (a) are jointly and severally liable to the non-assigning party for performing the duties in this Agreement of the assigning/subcontracting party;
 - (b) affirm the rights granted in this Agreement to the non-assigning party;
 - (c) make the representations and warranties made by the assigning/subcontracting party in this Agreement; and
 - (d) appoint the non-assigning party an intended third party beneficiary under the written agreement with the assigning/subcontracting party.
- B. No assignment or subcontract will release either party of its duties under this Agreement.

6.2 Successors. This Agreement binds the parties as well as their heirs, successors, and assignees.

7. Notices

Notices under this Agreement must be in writing. Notices may be delivered in person, via a reputable express carrier, or by registered or certified mail (postage pre-paid). Notice is effective on receipt; however, any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be treated as effective on the first day that the notice was refused, unclaimed, or deemed undeliverable. Notices must be addressed to a party's project manager, if one is designated in Appendix A; otherwise, notices must be addressed to the individual(s) in the signature block of this Agreement. Either party may change its address for receipt of notice by entering a different recipient and address below or by giving notice at any time to the other party in the manner permitted by this paragraph.

If to the AOC:

If to Contractor:

Name: _____	Name: _____
Title: _____	Title: _____
Address: _____ _____	Address: _____ _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____

8. Miscellaneous Provisions; Interpretation

8.1 Independent Contractor. Contractor is an independent contractor to the AOC. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the AOC.

8.2 Special Provisions for Agreements Providing for Compensation of \$50,000 or more; Union Activities Restrictions. As required under Government Code sections 16645-16649, if this Agreement provides for total Compensation of \$50,000 or more to Contractor, then the covenants in this section apply to Contractor's activities. Contractor shall not:

- A. Assist, promote, or deter union organizing by employees performing work under state or judicial branch contracts;
- B. Use the state's or AOC's funds received under this Agreement to assist, promote or deter union organizing; or
- C. For any business conducted under this Agreement, use any property of the state or AOC to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state or judicial branch property is equally available to the general public for holding meetings.

If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor shall maintain records sufficient to show that no reimbursement from the state's and AOC's funds has been sought for these costs, and provide those records to the Attorney General upon request.

8.3 Special Provisions regarding DVBE Participation Certification. If Contractor made a commitment to achieve disabled veterans business enterprise participation, Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the AOC: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of any disabled veterans business enterprises (DVBE) that participated in the performance of this Agreement; (3) the amount each

DVBE received from the Contractor; (4) that all payments under this Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

8.4 Audit and Records

- A. *Audit.* Contractor shall allow the AOC's designees and the AOC to review and audit Contractor's documents and records relating to this Agreement, subject only to a lawyer's duty of confidentiality owed to a represented party. Contractor shall correct errors and deficiencies by the 20th day of the month following the review or audit.
- B. *Ownership.* The AOC is the exclusive owner of all materials collected and produced in connection with the Services. Upon the Termination Date (subject to any mutually agreed period of continuation of Services), or upon the AOC's notice at any time, and subject only to the duty of confidentiality owed to a represented party, Contractor shall give original materials to the AOC or to another party at the AOC's direction. Contractor shall maintain all other materials in an accessible location and condition for a period of not less than four years after the later of:
 - (1) Contractor's receipt of final payment under this Agreement; and
 - (2) The AOC's resolution with Contractor of the findings of any final audit.
- C. *Copies.* Contractor may retain copies of any original documents Contractor provides to the AOC.

8.5 Confidential Information; Publicity.

- A. *Confidential Information.* Contractor agrees to hold in confidence the following confidential information Contractor receives in connection with this Agreement:
 - (1) All written information that is marked confidential;
 - (2) All non-public information in electronic form to which Contractor has access; and
 - (3) All verbal information the AOC later confirms in writing is confidential.

The AOC owns the confidential information, and the AOC authorizes Contractor to use it only for purposes of performing this Agreement. For example, Contractor may give confidential information on a "need-to-know" basis to Contractor's professional services providers, employees and subcontractors who have also executed confidentiality agreements that protect the AOC's confidential information to the same extent as this section 3.8. Contractor may also disclose the AOC's confidential information to the extent necessary to comply with law, provided Contractor gives the AOC advance notice.

- B. *Publicity.* Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the AOC's Business Services Manager.
- C. *Specific Performance.* Contractor understands a default under this section 3.8(D) will result in irreparable damage for which no adequate remedy will be available. Accordingly, injunctive or other equitable relief is a remedy that the AOC will be entitled to seek.

8.6 Special Provisions Applicable to Competitively Bid Contracts; Antitrust Claims.

If Services or Goods under this Agreement were obtained by means of a competitive bid, Contractor shall comply with the requirements of Government Code sections set out below.

- A. Contractor shall assign to the AOC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the AOC pursuant to the bid. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Contractor. (GC 4552)
- B. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the AOC shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the AOC has not been injured thereby, or (2) the AOC declines to file a court action for the cause of action. (GC 4554)

8.7 Choice of Law and Jurisdiction. California law, without regard to its choice-of-law provisions, governs this Agreement. Jurisdiction for any legal action arising from this agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

8.8 Negotiated Agreement. This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code §1654.

8.9 Amendment and Waiver. No amendment to this Agreement will be effective unless in writing. A party's waiver of enforcement of any of this Agreement's terms or

conditions is effective only if in writing. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent, or later breach or default.

8.10 Authority and Binding Effect. Each party warrants it has the authority to enter into this Agreement, it may perform the services provided for in this Agreement, and its representative who signs this Agreement has the authority to do so. Each party warrants this Agreement constitutes a valid and binding obligation of the party, enforceable in accordance with its terms.

8.11 Severability. If any part of this Agreement is held unenforceable, all other parts remain enforceable.

8.12 Headings. All headings are for reference purposes only and do not affect the interpretation of this Agreement.

8.13 Time of the Essence. Time is of the essence of the Contractor's performance of Services under this Agreement.

8.14 Counterparts. This Agreement may be executed in counterparts, each of which is considered an original

END OF EXHIBIT

EXHIBIT B

PAYMENT PROVISIONS/WORK AUTHORIZATION PROCESS

1. Contract Amount

The total amount owed by the State to Consultant under this Agreement for performing any and all Services authorized hereunder, and for any allowable Travel and Living Expense and/or Reimbursable Expenses, shall not in total exceed the Total Amount Encumbered to Date.

2. Work Authorization Process

- A. The State will provide Consultant with a Work Authorization Request Form, in the form of Exhibit D which identifies the property address and the Services to be performed, including, if applicable, a description of any Deliverable to be completed.
- B. The Consultant shall provide a written proposal, as well as any applicable maximum amount for the Services and/or the Deliverable. on the Work Authorization Request Form where indicated and submit the completed , signed Work Authorization to the AOC.
- C. The proposals shall be priced according to the fixed fee prices and/or hourly rates specified in this Exhibit B or, if the Contractor so offers in its written proposal, fixed prices and/or hourly rates lower than those in this Exhibit B.
- D. If the AOC approves the Proposal, the Consultant will be issued a Work Order for execution.

3. Compensation

- A. Consultant agrees to perform all services pertaining to requested relocation assistance services for the fees or hourly rates specified in the Work Authorization.

4. Transportation, Meals, and Lodging Expenses

- A. The State shall reimburse the Consultant for reasonable and necessary transportation, meals, lodging, and other travel-related expenses associated with the Work of this Contract.
- B. The Consultant shall keep and maintain original invoices and receipts for these expenses, and provide them for review if requested by the Project Manager.

- C. The Consultant shall obtain the approval of the Project Manager *prior to incurring any travel expenses.*
- D. For necessary air transportation, the State will reimburse the Consultant for the actual cost incurred.
- E. For overnight travel, in accordance with State Board of Control guidelines, the State will reimburse the Consultant for meal and lodging expenses in an amount not to exceed \$150.00 per Day, plus sales tax. Meals shall be reimbursed 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/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day plus tax.
- F. For necessary private vehicle ground transportation usage, the State will reimburse the Consultant at the current published IRS rate per mile.
- G. The total amount the State may pay the Consultant for transportation, meals and lodging expenses sought under this paragraph shall be deducted from the Contract Amount as set forth in paragraph 1 of this Exhibit B.

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any unallowable administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

5. Taxes

The State 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 State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

6. Method of Payment

- A. If the Work Authorization is for a Deliverable, upon completion of the Deliverable (including all Services necessary for that Deliverable) , the Consultant shall submit an invoice for the Deliverable . If the Work Authorization is for Services which are not based upon a Deliverable, the Contractor shall submit a monthly invoice for the Services completed as of the date of the invoice. After receipt of invoice, the State will either approve the invoice for payment or give the Consultant specific written reasons why part or all of the payment is being withheld and what remedial actions the Consultant must take to receive the withheld amount.
- B. The State will make payment in arrears after receipt of the Consultant's properly completed invoice. The Consultant shall submit detailed and precise billings. Invoices shall clearly indicate fees and costs incurred for the preceding month and shall include:

- The Contract number, (which can be found in the upper right hand corner of the signature pages signed to enter into this Agreement), and Work Authorization Number Specified on the Work Authorization
- A unique invoice number;
- The Contractor's name and address;
- Contractor's Taxpayer identification number;
- A one line description of the Work Authorization, including a Work Authorization Number if designated by the AOC
- Name and brief description of each Service Provided under that Work Authorization
- If the Service is priced on a Fixed Price basis, the Fixed Price applicable to the Service as specified in the Work Authorization
- If the Service is priced on a Hourly Rate basis, the Hourly Rate, Number of Hours actually worked, the Not to Exceed Amount specified in the Work Authorization, and the total amount invoiced for the Service, which shall not exceed the Not to Exceed Amount specified in the Work Authorization
- Preferred remittance address, if different from the mailing address.

C. The Consultant shall submit original invoices to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 5th Floor
San Francisco, CA 94102-3660

D. The Consultant shall submit a copy of each invoice to:

Judicial Council of California
Administrative Office of the Courts
c/o Office of the General Counsel
Attention: @ Project Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3660

E. Please note that invoices or vouchers not on printed bill heads shall be signed by the Consultant or the person furnishing the supplies or services.

7. Disallowance

If the Consultant claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Consultant shall promptly refund the disallowed amount to the

State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Consultant under this Agreement or any other agreement.

PRICING/COMPENSATION

Service: _____

Name	Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$

Service: _____

Name	Title	Hourly Rate
		\$
		\$
		\$
		\$
		\$

Service	Firm Fixed Fee
1.	
2.	
3.	

END OF EXHIBIT

EXHIBIT C

SCOPE OF SERVICES

1. Summary of Services

The Consultant will assist the AOC's Office of Court Construction and Management in the determination of relocation assistance benefits for and the provision of relocation advisory services to displaced persons and displaced businesses of properties to be acquired by the AOC in the [REDACTED] geographic area in accordance with the following: 1) the Relocation Assistance Act (Government Code sections 7260 through 7277; 2) the California Relocation Assistance and Real Property Guideline (Title 25, California Code of Regulations, Division 1, Chapter 6); and 3) the Rules and Regulations for Relocation Payments and Assistance for Judicial Branch Capital-Outlay Project as adopted by the Judicial Council on December 14, 2010, as dictated by the needs of each Project (collectively, the "Services")

2. Scope of Services

Consultant shall provide Services including but not limited to the following:

- a. Pre-planning services for relocation assistance for a proposed Project, including but not limited to providing an estimate of total relocation costs, including any required relocation payments as well as the costs associated with providing relocation advisory services any other necessary service in conformance with the Relocation Assistance Law (before any of the steps below have commenced).
- b. Providing all notices and informational brochures as required under the Relocation Assistance Law;
- c. Preparing a relocation plan, if required under the Relocation Assistance Law;
- d. Providing relocation advisory services;
- e. Determining the amount of relocation payments required under the Relocation Assistance Law, including, without limitation, moving expenses payments, replacement housing payments, and business/farms/nonprofits reestablishment payments (collectively, "Relocation Payments");
- f. Providing project management services with respect to providing relocation services, including, without limitation, the preparation of reports for use by the AOC;
- g. Conducting community meetings and workshops;
- h. Attending meetings with State of California Department of General Services and Department of Finance, if needed;

- i. Assisting with the distribution of Relocation Payments to displaced persons and displaced businesses including the drafting of any agreement (e.g. negotiated settlement agreement) with displaced persons and displaced businesses memorializing the receipt of relocation payments and any relocation advisory services;
- j. Implementing any relocation plan;
- k. Providing support with respect to relocation appeals;
- l. Providing interim property management services; and
- m. Providing records administration and claim tracking.

END OF EXHIBIT

(Exhibit D)
SAMPLE DOCUMENT
/Work Authorization Request

Part 1: Work Authorization Request

AOC Request No.:

(To be completed by the AOC and submitted unsigned to the Contractor)

This Work Authorization Request is made by the Judicial Council of California Administrative Office of the Courts ("AOC") under **Agreement** _____ with:

Contractor: _____

AOC's Project Manager for this Request is:

Contractor's Project Manager

_____, Portfolio Admin.

Address

Analyst
455 Golden Gate Avenue, 8th Floor
(OCCM)

City, State, Zip Code

San Francisco, CA 94102

E-mail:

E-mail:

Tel: _____ ; Fax:

Tel: 415-865-_____

Property Location:

Detailed Description if Applicable:

Address: City, State Zip:

Description of Services Requested (and description of Deliverable, if applicable):

Services include:

- @
- @
- @
- @

Deliverable includes:

Notes/Comments:

Part 2: Proposal

AOC Request No.

(To be completed by Contractor)

Approach to be used *(if not specified by AOC):*

Pricing /Compensation:

(Provide breakdown by fixed fee price and/or hourly rate and personnel assigned, per Master Agreement Exhibit B, including any maximum amount for the Services and/or Deliverable, if applicable)

CONTRACTOR NAME

BY: _____
[Signature of Authorized Agent of Contractor]

Name: _____

Title: _____

Date: _____

Part 3: Work Authorization/State Approval

AOC Request No.

(To be completed by the AOC and valid upon execution of Work Order)

JUCIDIAL COUNCIL OF CALIFORNIA,
ADMINISTRATIVE OFFICE OF THE
COURTS

BY: _____
[Signature of AOC's Project Manager]

Name: _____

Title: _____

Date: _____

END OF AGREEMENT

EXHIBIT E

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

“Agreement” means this Standard Agreement as defined on the Coversheet.

“Contractor” means the person or entity defined on the Coversheet.

“Compensation” means all remuneration owed to Contractor in respect of Services, including Contractor’s professional fees, direct costs (including filing fees), indirect costs (including overhead expenses), profit, and taxes.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in Public Contract Code section 10335.5, substantially, as contracts that:

- (1) Are of an advisory nature;
- (2) Provide a recommended course of action or personal expertise;
- (3) Have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and
- (4) Are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

The end product may include anything from answers to specific questions to design of a system or plan, and includes workshops, seminars, retreats, and conferences for which paid expertise is retained by contract.

"Consulting Services Agreements" do not include:

- (1) Contracts between a state agency and the federal government; or
- (2) Contracts with local agencies, as defined in Revenue and Taxation Code, section 2211, to subvene federal funds for which no matching state funds are required.

“Coversheet” refers to the first sheet of this Agreement.

“DVBE” is an acronym for disabled veterans business enterprise.

“Effective Date” has the meaning defined on the coversheet of this Agreement.

“Expiration Date” is the last day of the Term, unless the Initial Term is extended by exercise of an option. In that event, the Expiration Date will instead refer to the date specified as the expiration date in the notice of exercise of the option.

“Initial Term” is the period commencing on the Effective Date and expiring on the Expiration Date set forth on the coversheet of this Agreement.

“**AOC**” has the meaning defined on the coversheet of this Agreement.

“**Judicial Branch Entity**” means any California superior or appellate court, the Judicial Council of California, the Administrative Office of Courts, and the Habeas Corpus Resource Center; these entities comprise the “Judicial Branch.”

“**Judicial Branch Personnel**” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“**Loss,**” as used in the indemnity provisions of this Agreement includes any actions, claims, demands, causes of action, fines, penalties, losses, liabilities, damages, costs, expenses, and attorneys’ fees.

“**Option Period**” means the period, if any, through which this Agreement may be extended by a party.

“**Services**” are Contractor’s duties as defined in Appendix A.

“**Term**” comprises the Initial Term and any Option Period.

“**Termination Date**” has the same meaning as “Expiration Date” unless this Agreement is validly terminated before the applicable Expiration Date, in which case Termination Date means the effective date this Agreement is validly terminated..

END OF EXHIBIT

END OF AGREEMENT