

MASTER AGREEMENT (sample document)

JUDICIAL COUNCIL OF CALIFORNIA
MASTER AGREEMENT FOR ID/IQ CONSULTING SERVICES
COVERSHEET

AGREEMENT NUMBER
MA-RE-APPR -IDIQ-2025-##
FEDERAL EMPLOYER ID NUMBER
#

- This Master Agreement for Indefinite Delivery/Indefinite Quantity ("ID/IQ") Consulting Services is between the **Judicial Council of California** ("Judicial Council") and **Consultant name** ("Consultant"). Judicial Council and Consultant may be individually referred to herein as "Party" or collectively referred to herein as "Parties."
- The term of this Agreement shall commence **November 1, 2025**, (the "Effective Date") and terminate on the later of either **October 31, 2029**, ("Initial Term") or the dates of work pursuant to an authorized Work Order. Judicial Council shall have the option, exercisable in writing, to extend this Agreement for one (1) additional period of two (2) years ("Subsequent Term"). Subsequent Term shall be authorized by written Notice given by Judicial Council. Work Orders must be authorized prior to the termination date of this Agreement and no new Work Orders shall be authorized after the termination date of this Agreement. The end date for services authorized in a Work Order may exceed the termination date of this Agreement; provided, however, that the terms and conditions of this Agreement shall remain in full force and effect with regard to any outstanding Work Order(s) after the termination date of this Agreement until the Work of said Work Order(s) is complete.
- The title of this Agreement is: **Master Agreement for IDIQ Real Estate Appraisal Consulting Services**. The number of this Agreement is: **MA-RE-APPR -IDIQ-2025-##**. This Agreement is issued pursuant to Judicial Council solicitation number: **RFP-FS-2024-05-EL**. The Agreement's title and number are for administrative reference only and do not define, limit, or construe the scope or extent of this Agreement.
- 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 by Judicial Council for this Agreement.
- 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 a conflict in documents, the following order of precedence shall prevail: (1) the most recently executed Master Agreement or Amendment Coversheet for this Agreement; (2) Exhibits A, B, C, D, E, and F (in order of preference); (3) the most recently executed 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).
- The following documents are individually or collectively referred to as "Contract Documents":
 - This signed Master Agreement Coversheet;
 - Exhibit A**, Standard Provisions;
 - Exhibit B**, Special Provisions;
 - Exhibit C**, Work Orders: Authorization Process, Invoicing and Payment Provisions;
 - Exhibit D**, Scope of Services and Firm Fixed Prices;
 - Exhibit E**, Services Request; and
 - Exhibit F**, Department of General Services Appraisal Specifications



JUDICIAL COUNCIL'S SIGNATURE	CONSULTANT'S SIGNATURE
Judicial Council of California	CONSULTANT'S NAME (if Consultant is not an individual person, state whether Consultant is a corporation, partnership, etc.) [@Consultant name], a State Entity Type
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Alice Lee, Procurement, Contracts Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS [@Address]

EXHIBIT A

STANDARD 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 Judicial Council’s Project Manager after Consultant has successfully provided the Work in accordance with this Agreement.
 - 1.1.2. “Agreement” refers to this Master Agreement for ID/IQ Consulting Services and shall constitute the entire integrated agreement between the Judicial Council and Consultant and includes the Contract Documents incorporated by reference in a fully executed Master Agreement Coversheet. The term “Contract” may be used interchangeably with the term “Agreement”.
 - 1.1.3. “Amendment” means Judicial Council’s standard form of Amendment Coversheet and any documents it explicitly references or incorporates that, when signed by the Parties, modifies the provisions of this Agreement or an authorized Work Order.
 - 1.1.4. “Appraisal Specifications” means the Department of General Services’ Real Estate Services Division specifications and requirements for appraisals as may updated from time-to-time, a copy of which as of the Effective Date is set forth in **Exhibit F**.
 - 1.1.5. “Authority Having Jurisdiction” means an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure.”
 - 1.1.6. “Business Day” means days of the week excluding Saturday and Sunday, and State holidays.
 - 1.1.7. “CAFM” or “Computer Aided Facilities Management” means, in the context of this Agreement and wherever used herein, the system currently used by the Judicial Council to issue Work Orders and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion.
 - 1.1.8. “Consultant” means the firm contracting with the Judicial Council.
 - 1.1.9. “Consultant Proposal” means the proposal that Consultant submits to the Judicial Council as part of a Services Request in accordance with the Work Order provisions herein. The Consultant Proposal portion of the Services Request includes, but is not limited to, the proposed Work Order Time, Subconsultants, and pricing.
 - 1.1.10. “Confidential Information” means trade secrets, financial, statistical, personnel, technical, or any other data or information relating to the Judicial Council’s, the Courts’ or the State’s business, or the business of its constituents.
 - 1.1.11. “Court(s)” means one or more of the superior or appellate courts in the State’s court system.
 - 1.1.12. “Day” means calendar day.
 - 1.1.13. “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.
 - 1.1.14. “Firm Fixed Price” means the not-to-exceed price to be charged for a Service as specified in this Agreement.

- 1.1.15. “Force Majeure” means a delay which impacts the timely performance of Work or otherwise delays the Project, for which neither Consultant, its Subconsultant(s) nor the Judicial Council 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:
- 1.1.15.1. Acts of God or the public enemy;
 - 1.1.15.2. Acts or omissions of any government entity;
 - 1.1.15.3. Fire or other casualty for which a Party is not responsible;
 - 1.1.15.4. Quarantine or epidemic, except that any present or future outbreak of COVID-19, or any similar or derivative strain thereof, shall be considered reasonably foreseeable and shall not be considered Force Majeure;
 - 1.1.15.5. Strike or defensive lockout; and
 - 1.1.15.6. Unusually severe weather conditions.
- Force Majeure does not include failures or delays caused by Consultant and/or its Subconsultant(s).
- 1.1.16. “GAAP” means Generally Accepted Accounting Principles.
- 1.1.17. “Judicial Branch Entity” means the Supreme Court, each Court of Appeal, each superior court, and the Judicial Council.
- 1.1.18. “Key Personnel” refers to Consultant personnel or personnel of Subconsultant(s) that are designated as “Key Personnel” and identified by name in an authorized Work Order.
- 1.1.19. “Material(s)” means any type of tangible item provided to the Judicial Council by Consultant and/or its Subconsultants, including but not limited to, written reports, goods, supplies, equipment, and other commodities. Material(s) exclude all software, services, and Reimbursable(s).
- 1.1.20. “Notice” means a written document provided in accordance with the provisions of the section entitled “Notice” set forth in **Exhibit A**.
- 1.1.21. “Project” refers to the totality of work encompassed or contemplated under an individual authorized Work Order. May also be referred to as “Work Order.”
- 1.1.22. “Service(s)” means and includes authorized action(s) that are performed by Consultant or its Subconsultant(s) as detailed in **Exhibit D** hereto.
- 1.1.23. “Services Request” means the request issued by the Judicial Council that serves as a summary of the Work the Judicial Council is requesting the Consultant to perform with respect to the Project and includes the Consultant Proposal in response to the Judicial Council request. In the Judicial Council’s sole determination, the Services Request is issued and processed entirely within CAFM and/or by using the document substantially in the format of **Exhibit E** attached hereto. References to the Services Request shall interchangeably mean either or both the electronic submission in CAFM or the form submission of **Exhibit E**, as applicable, depending on the context in which it is used.
- 1.1.24. “State” refers to the State of California.
- 1.1.25. “Statement of Work” is the description of Work, as specified in Services Request for each Work Order.
- 1.1.26. “Subconsultant(s)” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with Consultant or with any Subconsultant 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 Subconsultant(s) in this Agreement, it shall include every level and/or tier, of Consultant's Subconsultants, agents, suppliers, and/or material men.

- 1.1.27. "Subsequent Term(s)" shall mean one additional period of two (2) years.
- 1.1.28. "Supplemental Work Order" means a type of Work Order authorized following the authorization of a Work Order that alters or amends the already authorized Work Order. Supplemental Work Orders may add Work, or remove Work not yet performed, as deemed necessary by Judicial Council. Authorization of Supplemental Work Orders that only seek to remove Work not yet performed are not subject to approval by Consultant and are binding upon Consultant upon authorization of Judicial Council.
- 1.1.29. "Third Party" refers to any individual, organization, agent, or any combination thereof that is not a party to this Agreement.
- 1.1.30. "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 Subconsultant's employees in the course of performing the Services. Travel and Living Expenses are not authorized, and will not be paid to Consultant, under this Agreement.
- 1.1.31. "Work" includes Services and/or Materials.
- 1.1.32. "Work Authorization" means permission for Consultant to begin Work.
- 1.1.33. "Work Order" refers to a unique entry within CAFM. Issuance of a Work Order constitutes Work Authorization. Consultant must login to CAFM and "accept" the Work Order issued prior to beginning Work. The Work Order references and incorporates other documents such as the Services Request as well as the Contract Documents.
- 1.1.34. "Work Order Grand Total" means the total or maximum price authorized for the services specified in the Work Order issued in accordance with the Work Order process detailed in **Exhibit C**.
- 1.1.35. "Work Order Time(s)" means the period of time, including authorized adjustments, identified in the authorized Work Order for completion of the Work or a designated portion of the Work.

2. Relationship of Parties

- 2.1. Consultant and its employees and Subconsultants, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council.
- 2.2. The Judicial Council has authority to enter into Agreements on behalf of Judicial Branch Entities. A Judicial Branch Entity may elect to utilize this Agreement by issuing Work Orders, as described in this Agreement, in which case the terms and conditions of this Agreement govern such orders. This Agreement or any Work Order does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Judicial Council or any other Judicial Branch Entity and Consultant.

3. No Assignment

Consultant shall not voluntarily or involuntarily assign (e.g., assignment by operation of law), encumber, novate, or otherwise transfer or delegate ("Assign") all or any interest in this Agreement ("Assignment") without the prior advance written consent of the Judicial Council. Any request from Consultant to Assign this Agreement shall be provided to Judicial Council in the form of a Notice. The Judicial Council shall have the right to impose conditions upon any Assignment. The Judicial Council's consent to Assignment shall be evidenced by a written agreement between the Parties. The Judicial Council shall consent to such Assignment only if assignee assumes in writing all of the Consultant's obligations hereunder; provided, however, Consultant shall not be released from its obligations hereunder by reason of such assignment. Any voluntary Assignment by Consultant or Assignment by operation of law (e.g., involuntarily assignment) of all or any portion of Consultant's interest in this Agreement shall be deemed

a default allowing the Judicial Council to exercise all remedies available to it under this Agreement and applicable law.

4. Time of Essence

Time is of the essence in this Agreement and in all Work Orders thereunder.

5. 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. No verbal agreements shall be honored.

6. Consideration

The consideration to be paid to Consultant under this Agreement shall in no event exceed the Contract Amount (defined in **Exhibit C**). The consideration to be paid to Consultant under an authorized Work Order shall in no event exceed the Work Order Grand Total specified in a properly authorized Work Order. Consultant shall be paid in accordance with the Payment Provisions set forth in **Exhibit C**. The Judicial Council'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.

7. Services to Be Provided and Manner of Performance of Work

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

8. Standard of Care

- 8.1. Consultant and its Subconsultant(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 Services.
- 8.2. The Judicial Council 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.

9. Indemnification

- 9.1. Consultant agrees to indemnify, defend, and hold harmless (collectively, "Indemnify") the State, the Judicial Council of California, 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"; collectively, the "Indemnified Parties") from any and all claims, lawsuits, losses, costs, liabilities, and damages to the extent caused by any of the following:
 - 9.1.1. Consultant's or its employees' or Subconsultants' or Subconsultants' employees' negligent acts or omissions, or intentional or willful misconduct;
 - 9.1.2. Consultant's breach of its obligations under this Agreement;
 - 9.1.3. Consultant's or its employees' or Subconsultants' or Subconsultants' employees' violation of any applicable law, rule, or regulation;
 - 9.1.4. Claims or lawsuits by any third party, Consultant, Subconsultant, supplier, worker, agent or any other person, firm, or corporation furnishing or supplying work, materials, or supplies who may be injured or damaged by Consultant or any of its employees or Subconsultants when such claim

arises from, is related to, or is in connection with the Consultant's operations or performance under this Agreement; and

- 9.1.5. Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., or failure to comply with any other Labor Code requirements.
- 9.2. The Consultant's defense obligation under this section is limited to reimbursement of any expenditure, including reasonable attorneys' fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions, or intentional misconduct of Consultant or any of its employees or Subconsultants.
- 9.3. This section does not require Consultant to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of an Indemnified Party.
- 9.4. 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**.
- 9.5. 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**.

10. Work Guarantee

- 10.1. Consultant guarantees that the Work conforms to the standards and criteria established in this Agreement and its authorized Work Order(s). If the Judicial Council identifies defects or deficiencies in the Work, Consultant shall, at the Judicial Council's sole option, remedy the defects and/or deficiencies to the satisfaction of the Judicial Council. Consultant shall have a period of ten (10) Business Days to provide a cure following receipt of a written communication from the Judicial Council's Project Manager informing Consultant of the existence of a defect or deficiency. In no event shall the Judicial Council be responsible for any costs or expenses incurred by Consultant to remedy any such defect(s) or deficiency(ies).
- 10.2. Consultant guarantees that the Work will be performed / provided in accordance with the schedule or within the dates specified in Work Orders.
- 10.3. Consultant guarantees that the Work will be performed in accordance with all applicable laws, codes, and rules as set forth by Authorities Having Jurisdiction. If a permit is to be procured for the Project, Consultant shall submit all required documentation to the satisfaction of the permitting agency.

11. Acceptance

- 11.1. In addition to any specific criteria specified in an authorized Work Order, the Judicial Council's Project Manager will apply the following criteria in determining whether to accept the Work:
 - 11.1.1. Timeliness: the Work was provided on time and according to schedule;
 - 11.1.2. Completeness: the Work contained all of the attributes and elements required by this Agreement and the Work Order; and
 - 11.1.3. Technical Accuracy: the Work complied with specific standards specified in this Agreement and the Work Order.
- 11.2. The Judicial Council'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 Judicial Council does not relieve Consultant of its guarantee obligations under this Agreement.
- 11.3. If the Judicial Council's Project Manager rejects Work, Consultant shall provide a cure in accordance with the provisions of this Agreement.

- 11.4. If the Judicial Council'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.

12. Disputes

- 12.1. The Parties shall comply with the following provisions for the resolution of disputes:

- 12.1.1. Informal Negotiations. If the dispute does not involve an issue that requires submission of a Notice pursuant to the Section entitled "Notice" of this Agreement, the respective Parties' Project Managers shall make a good faith attempt to promptly resolve the dispute by informal negotiation.
- 12.1.2. 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 in a timely manner pursuant to informal negotiations between the Parties' Project Managers, either Party may issue a Demand to the other Party as follows. The Party submitting a Demand ("Submitting Party") must issue a written statement (the "Demand"), in the form of a Notice, to the other Party ("Receiving Party"). The Demand must be submitted in compliance with the provisions of 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; (iii) if the Demand regards a cost adjustment, state the exact amount of the cost adjustment sought; and (iv) must be accompanied by pertinent 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 provide reasoning to support their contention that the amount (if any) requested reflects an adjustment in payment the Submitting Party believes is equitable.
- 12.1.3. Response to Demand. The Receiving Party shall, within ten (10) Business Days, provide a final written response ("Final Response") or request additional information deemed necessary to prepare a Final Response. The Final Response shall state whether the Receiving Party accepts or rejects the Demand. The Final Response must be provided to the Submitting Party in the form required by the Section of this Agreement entitled "Notice". If the Receiving Party requests additional information to prepare the Final Response, the Submitting Party shall promptly comply with the Receiving Party's request for such information. Any delay caused by the Submitting Party's failure to respond to a request for additional information shall extend the ten (10) Business Day period within which the Receiving Party must provide a Final Response, however, unless otherwise agreed to by the Parties in writing, in no event shall the time period allowed for a Final Response be extended beyond twenty (20) Business Days following the date on which the Submitting Party issues the Demand. Regardless of any request(s) for additional information, a failure on the part of the Receiving Party to provide a Final Response within these twenty (20) Business Days shall be deemed a rejection of the Demand.
- 12.1.4. Senior Level Negotiations. If the Demand is rejected and the Submitting Party provides written Notice that it will continue to pursue the Demand, or if the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response, the Parties shall attempt to resolve the Demand by negotiations between assigned senior representatives of the Parties. The representatives shall meet as often as they deem reasonably necessary to resolve the Demand. The senior representatives of the Parties shall make a good faith effort to resolve the Demand within thirty (30) Business Days (or such longer period as they may agree to in writing) following the date on which the Submitting Party provides written Notice that it will continue to pursue the Demand or the date on which the time period allowed for a Final Response to the Demand has expired without issuance of a Final Response.
- 12.1.5. 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. Notwithstanding the foregoing, Consultant's failure to so schedule and proceed to mediation in good faith following forty-five (45) Days' written Notice from the Judicial Council to do so will be deemed a waiver by Consultant of this requirement to submit the dispute to mediation and the Judicial Council may proceed to act in its discretion including initiating litigation or exercising any other right and remedy available at law.

12.1.6. Litigation. If the Parties have not resolved the dispute after mediation, either Party may initiate an action in a court of competent jurisdiction.

12.1.7. Confidentiality. All discussions and negotiations conducted pursuant to this dispute resolution process prior to litigation are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. Mediation shall be confidential and shall be subject to the provisions of California Evidence Code sections 703.5 and 1115 through 1128.

12.2. Performance during Dispute and Claim Resolution Process. Unless otherwise directed in writing by the Judicial Council, Consultant shall diligently proceed with performance of the Services at the same time that a dispute is addressed via this dispute resolution process. Consultant's failure to diligently proceed with performance of the Services will be considered a material breach of this Agreement.

13. Termination

13.1. Termination for Cause.

13.1.1. If the Judicial Council determines that 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 Judicial Council 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.

13.2. Termination for Non-Appropriation of Funds.

13.2.1. 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.

13.2.2. By Notice to Consultant the Judicial Council 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 Judicial Council'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 Judicial Council.

13.3. Termination for Convenience.

13.3.1. The Judicial Council 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 Consultant.

14. Actions of Consultant upon Termination

14.1. Immediately upon receipt of a Notice of termination, Consultant shall, unless otherwise instructed in writing by the Judicial Council, 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 Consultant and/or the Judicial Council to any Third Party(ies) that could result from such termination.

14.2. The Judicial Council, 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:

14.2.1. When termination is effective.

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

14.2.3. When Subconsultants are to be notified of the termination.

14.2.4. Whether the Judicial Council asserts an interest in any not yet complete Materials.

14.2.5. Consultant's schedule to provide the Judicial Council with Work or Material created in the course of the performance of Services hereunder.

15. Effect of Termination

15.1. 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 Judicial Council may deduct from any payment(s) owed Consultant at the time of termination:

15.1.1. The undisputed amount owed the Judicial Council;

15.1.2. The amount that Judicial Council reasonably determines necessary to remedy or obtain performance of the Services; and

15.1.3. All costs, expenses, charges or damages incurred by the Judicial Council to obtain performance of the Work.

15.2. Termination for Non-Appropriation or Convenience.

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

15.2.1. 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; and

15.2.2. The proportion of Work that Consultant has performed, but that Judicial Council 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.

16. Copyrights and Rights in Data, Material, and Deliverables

All copyrights and rights in any Data, or Materials, produced with funding from or in the performance of this Agreement that may presumptively vest in Consultant, or any Subconsultant and other contractors of Consultant, are hereby assigned including the ownership of any rights therein to the Judicial Council.

17. Ownership of Data

17.1. Everything created, developed or produced in the course of the Consultant's performance of the Work, or any Subconsultant thereof, including, without limitation, all drawings and specifications, reports, records, files, documents, photographs, raw and final survey files, 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 Consultant for the Judicial Council and are the sole property of the Judicial Council without further employment or the payment of additional compensation to Consultant or any other party.

17.2. The Judicial Council 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").

- 17.3. To the extent that any of the Data or the Intellectual Property Rights are not works for hire, Consultant hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the Judicial Council.
- 17.4. At the Judicial Council's request, Consultant will assist the Judicial Council in the Judicial Council's prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. Consultant irrevocably appoints the Judicial Council as its attorney in fact, coupled with an interest, to take all actions and execute and file all documents that the Judicial Council deems necessary to perfect the Judicial Council's interest and Intellectual Property Rights in the Data as set forth herein.
- 17.5. The Judicial Council 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 Consultant or in the possession of any Subconsultant upon completion or termination of the Agreement or any authorized Work Order, and as otherwise requested by the Judicial Council, shall be immediately delivered to the Judicial Council. If any Data is lost, damaged or destroyed before final delivery to the Judicial Council, Consultant shall replace said Data at its own expense and Consultant assumes all risks of loss, damage or destruction of or to such Data.
- 17.6. The Judicial Council expressly acknowledges and agrees, if applicable, 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.
- 17.7. The Judicial Council acknowledges the Consultant's work product, including electronic files, as instruments of professional service. If the Judicial Council reuses or makes any modification to the Consultant's work product without the prior written reasonable authorization of Consultant, the Judicial Council agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Consultant, and its officers, directors, employees and Subconsultants, against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, directly arising from the reuse or modification of the Consultant's work product by the Judicial Council, or by any person or entity that lawfully acquires or obtains the Consultant's work product from or through the Judicial Council without the written authorization of Consultant.

18. Limitation on Publication

- 18.1. 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 Judicial Council without prior review and written approval by the Judicial Council.
- 18.2. Any request for a review of any such article, press release, or other writing shall be made to the Judicial Council in the form of a Notice.
- 18.3. The Judicial Council will endeavor to complete its review within thirty (30) days of submission to the Judicial Council, and, if approval is denied, the Judicial Council will provide reasons for its denial.

19. Personnel

- 19.1. Consultant shall provide all personnel and obtain and provide all Subconsultant personnel necessary to provide the Work authorized under this Agreement.
- 19.2. Consultant shall designate certain personnel or Subconsultants 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.
- 19.3. Consultant shall designate a Project Manager for each authorized Work Order.

19.4. Replacement of Key Personnel.

- 19.4.1. The Judicial Council reserves the right, in its sole discretion, to disapprove of, or request replacement of, any Key Personnel designated by Consultant.
- 19.4.2. Judicial Council shall have the sole discretion to approve Consultant's replacement Key Personnel. Any such replacement shall be by written Amendment to the applicable Work Order.
- 19.4.3. 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.
- 19.4.4. If Consultant cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate the applicable Work Order.

20. Project Managers

- 20.1. The Project Managers assigned by the Judicial Council and Consultant shall act as their respective Party's authorized representatives and shall:
 - 20.1.1. Manage the day to day activities of the Work;
 - 20.1.2. Serve as the primary contact with the other Party's Project Manager assigned to the Work Order;
 - 20.1.3. Manage the day to day activities of their personnel;
 - 20.1.4. Cooperate with any Third Parties working on the Project when necessary to ensure successful completion of the Project;
 - 20.1.5. Plan and schedule the performance of the Services;
 - 20.1.6. Ensure that budget and schedule commitments are met; and
 - 20.1.7. Ensure the overall quality of the Work provided.
- 20.2. 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.
- 20.3. Consultant's Project Manager shall, if the Judicial Council so specifies in the Work Order, be responsible for providing written progress reports in accordance with the requirements of the authorized Work Order.

21. Background Checks

- 21.1. If Consultant assigns persons (whether employees or Subconsultant employees) to provide Services under this Agreement that require the person to have access to the systems (whether on-site or by remote access), or access to the premises including without limitation any restricted areas of a court facility, of the Judicial Council or other Judicial Branch entities, the Judicial Council (or a Court) shall have the right in its sole discretion, but not the obligation, to conduct a background check or to require Consultant to conduct a background check, as permitted by law, on all such persons before the Judicial Council will grant such persons access.
- 21.2. Consultant will cooperate and will ensure that its Subconsultant(s) will cooperate with the Judicial Council and the Judicial Council's practices in performing any background check. Consultant will promptly notify the Judicial Council of any person that refuses to undergo a background check. If the Judicial Council requires a background check and the employee refuses to undergo or fails the check, Consultant shall not utilize that person to perform Work.

- 21.3. Consultant shall obtain all releases, waivers, or permission so that the background information can be released to the Judicial Council.
- 21.4. Any costs and expenses incurred to obtain background checks shall be the sole responsibility of Consultant.

22. Agreement Term

- 22.1. At the sole discretion of the Judicial Council, Subsequent Terms may be utilized and an extension of the Initial Term shall be authorized by an Amendment.
- 22.2. 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 Judicial Council authorizing the Work.
- 22.3. Work shall commence upon the date specified for the start of Work in the Work Order and shall be completed as indicated in the Work Order. If no completion date is specified on the Work Order, the date for the completion of the Work shall be the date Consultant completes the Work.

23. Judicial Council's Payment Obligations

- 23.1. The Judicial Council's payment obligations are contingent on the continued availability of authorized funds to pay for Work. The Judicial Council 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 Judicial Council shall have the right to terminate any Work Order for convenience by providing Notice to Consultant.
- 23.2. If any Work Order(s) is/are terminated for non-appropriation, Consultant shall be subject to fulfillment of the terms of the termination Notice, and released from any obligation to provide further Work under that Work Order.
- 23.3. Payments to be made under this Agreement shall be paid by the State of California and are not made by the Judicial Council. Notwithstanding anything in this Agreement to the contrary, it shall not be deemed an event of default if the Judicial Council 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 appropriating funds therefor. Should the Judicial Council fail to make any payment as a result of the State of California's failure to timely approve and adopt a state budget so appropriating funds, Consultant shall continue to provide Work under already authorized Work Order(s) and the Judicial Council shall promptly make any payment(s) owed upon approval and adoption of a budget by the State of California.
- 23.4. Travel Time. The Judicial Council is not obligated to pay for, and Consultant shall not invoice for any hours of non-production work expended by the Consultant's employees that are spent traveling to or from the Project site and travel to or from any offsite location. Additionally, non-production travel time shall not be used as a basis for calculating overtime and shall not be used as a basis for any other fee calculations (such as overtime premiums or administrative costs) that may be owed to Consultant.

24. Notice

- 24.1. Notice must be provided in any of the following events:
 - 24.1.1. In the event of any need to assign, novate, or change the name of either Party to this Agreement;
 - 24.1.2. In the event of any replacement of Key Personnel;
 - 24.1.3. In the event of any claim of any material breach of this Agreement;
 - 24.1.4. 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 Subconsultant(s).
 - 24.1.5. In the event of any change to the address of either Party or its representative.

24.2. The Notice must:

- 24.2.1. Be in writing;
- 24.2.2. Identify this Agreement, citing both the Agreement Title and Agreement Number given on the Master Agreement Coversheet. If the Notice applies to a Work Order, the number of the Work Order must also be cited;
- 24.2.3. Unambiguously be identified as a “Notice brought in accordance with the provisions of the Section Entitled “Notice” of **Exhibit A** of the Agreement” (or in accordance with other applicable provisions of this Agreement so requiring Notice);
- 24.2.4. 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; and
- 24.2.5. Addressed to the representative(s) of the Parties as follows:

If provided to the Judicial Council:

Judicial Council of California
Branch Accounting and Procurement
Attn: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

With a copy to:

The Project Manager(s) named in the Work Order(s) at the Project Manager’s address specified in the Work Order(s).

If provided to the Consultant:

[@Consultant name]
Attn: [@contact]
[@address]

- 24.3. 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.
- 24.4. 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.

25. Subcontracting

- 25.1. Consultant shall be allowed to utilize Subconsultants of Consultant’s choice provided Consultant identifies the Subconsultant and/or service provider to be used and their respective responsibilities in the Services Request (**Exhibit E**).
- 25.2. No Party to this Agreement shall in any way contract on behalf of or in the name of another Party to this Agreement.
- 25.3. Consultant is responsible for all aspects of the control and coordination of Subconsultants and shall ensure that their actions are coordinated in a manner to optimize the provision of the Project.
- 25.4. Consultant shall ensure that all Subconsultants comply with the provisions of this Agreement which are to be incorporated into any agreement or contract with any Subconsultants.

- 25.5. Consultant expressly acknowledges that its Subconsultants are not third party beneficiaries of this Agreement.
- 25.6. If approved by the Judicial Council's Project Manager, Consultant may, during the term of this Agreement, add Services and Subconsultants to provide such work, subject to the provisions of **Exhibit D**.

26. Changes and Amendments

- 26.1. Amendments to any of the Contract Documents can be made only with prior written approval from:

Judicial Council of California
Branch Accounting and Procurement
Attn: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

- 26.2. 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.
- 26.3. After a review of the request, a written decision shall be provided to the other Party.
- 26.4. Amendments to this Agreement shall be made only by bilateral execution of a Master Agreement Coversheet.

27. Retention of Records and Audits

- 27.1. Consultant must retain and maintain easily available all Records pertaining to Consultant's performance of obligations undertaken under this Agreement.
- 27.2. Consultant shall ensure that its Subconsultant(s) retain and maintain easily available all Records pertaining to Subconsultants' performance of this Agreement.
- 27.3. 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.
- 27.4. The provisions of this Section shall not apply to any work product that is the result of Consultant's or Subconsultants' collaboration with legal counsel or to any of Consultant's or Subconsultants' confidential or proprietary information that does not fall within the definition of a Record as given above.
- 27.5. Consultant shall ensure that the Judicial Council and/or its designated representative(s) will have access upon twenty-four (24) hours' advance written notice, at all times during Consultant's or Subconsultants' normal business hours, to all Records for the purposes of inspection, audit, and copying. Consultant shall, and shall ensure that Subconsultant(s) shall, at no cost to Judicial Council, provide access and proper facilities for such purposes.
- 27.6. Consultant shall ensure in accordance with the terms of this Agreement that all Subconsultant(s) are bound to all provisions of this Section.
- 27.7. 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.
- 27.8. If an audit or Judicial Council internal review reveals that Consultant and/or its Subconsultant(s) have overcharged the Judicial Council, Consultant will immediately pay to the Judicial Council 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 Judicial Council internal review will be conducted at the Judicial Council's expense, unless the audit or review reveals that Consultant and/or its Subconsultant(s) has overcharged the Judicial Council by ten percent (10%) or more on any invoice, in which case Consultant will reimburse the Judicial Council for all costs and expenses incurred by the Judicial Council in connection with such audit or review, including direct and indirect costs associated with Judicial Council representatives.

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

28. Accounting System Requirements

Consultant shall maintain, and shall ensure that its Subconsultant(s) maintain, an adequate system of accounting and internal controls that meets GAAP.

29. Judicial Council Court Representation

- 29.1. The Judicial Council has the authority to act on behalf of the Court(s) and to bind the Court(s) with regard to any matters relating to this Agreement.
- 29.2. 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, Consultant shall notify the Judicial Council of the conflict and the Judicial Council shall resolve any such conflict.

30. Confidentiality

- 30.1. Both the Judicial Council and Consultant acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council may disclose Confidential Information to Consultant and/or its Subconsultants.
- 30.2. Consultant shall not disclose any Confidential Information to any Third Party and shall exercise reasonable care to prevent the disclosure of any Confidential Information.
- 30.3. In the event Consultant is required to disclose the Confidential Information to Consultant's employees, Subconsultants 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 subconsultants 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 Judicial Council's Project Manager.
- 30.4. Neither Consultant nor its Subconsultants 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.
- 30.5. The Judicial Council 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.
- 30.6. 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.

31. Trade Secret, Patent and Copyright Indemnification

- 31.1. Consultant shall hold the Judicial Council, 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 Subconsultants in connection with this Agreement.

- 31.2. Consultant, at its own expense, shall defend any action brought against the Judicial Council, 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 Subconsultants infringes a United States patent or copyright or violates a trade secret. Consultant shall pay those costs and damages finally awarded against the Judicial Council, 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:
 - 31.2.1. That Consultant shall be notified within a reasonable time in writing by the Judicial Council of any Notice of such claim; and,
 - 31.2.2. 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 Judicial Council, the Court(s) and/or the State shall have the option to participate in such action at its own expense.
- 31.3. 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 Judicial Council shall permit Consultant at its option and expense either to procure for the Judicial Council 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 Judicial Council 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 Judicial Council and/or the Courts in procuring substitute Data or Materials. If, in the sole option of the Judicial Council, the return of such infringing Data or Materials makes the retention of other Data or Materials acquired from Consultant under this Agreement impractical, the Judicial Council 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 Judicial Council has paid Consultant less any reasonable amount for use or damage.

32. Conflict of Interest

- 32.1. Consultant shall ensure that its officers and employees and those of its Subconsultant(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.
- 32.2. Consultant shall ensure that its officers and employees and those of its Subconsultant(s) shall avoid actions resulting in or creating an the appearance that (i) an official position with the government was used for private gain; (ii) preferential treatment was accorded to any particular person associated with this Agreement; (iii) the independence or impartiality of the Judicial Council or the Courts has been compromised; (iv) decisions are made outside official channels; or (v) that adversely affects the confidence of the public in the integrity of the Judicial Council or the Courts.
- 32.3. Consultant shall ensure and shall ensure that its Subconsultants will not, for a duration equivalent to two (2) years following the end of this Agreement, award a contract to any Judicial Council 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.

33. Covenant Against Gratuities

- 33.1. Consultant warrants that neither Consultant itself nor any of its employees nor Subconsultant(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 Judicial Council or of the Court(s) for the purpose of securing or having secured award of this Agreement or any Work Order to Consultant.

- 33.2. Consultant warrants that neither Consultant itself nor any of its employees, nor Subconsultant(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 Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to Consultant any of its Subconsultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 33.3. Consultant warrants that neither Consultant itself nor any of its employees nor Subconsultant(s) or their employees will, without immediate written Notice to the Judicial Council, 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 Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to Consultant or any of its Subconsultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
- 33.4. For breach or violation of any of the aforesaid warranties, the Judicial Council will have the right to terminate this Agreement, and any loss or damage sustained by the Judicial Council in procuring, on the open market, any Work which Consultant has agreed to supply, shall be borne and paid for by Consultant. The rights and remedies of the Judicial Council 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.

34. Submitting False Claims; Monetary Penalties

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

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

- 35.1. Neither the Judicial Council 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 Consultant or its Subconsultant(s) employees even though such equipment may be furnished, rented, or loaned to Consultant by the Judicial Council or the Court(s).
- 35.2. Any Reimbursable Items purchased by Consultant that remain unused at the completion of the Work shall be returned to the Judicial Council's Project Manager prior to submission of Consultant's final invoice pertaining to the Work Order under which said Reimbursable Items were purchased.

36. Independent Contractor

Consultant shall be, and is, an independent contractor, is not an employee or agent of the Judicial Council, and is not covered by any employee benefit plans provided to the Judicial Council's employees. Consultant is, and shall be, liable for its own acts and omissions as well as those of its employees and Subconsultants. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Judicial Council and Consultant. 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 Consultant in the performance of the Services. Consultant shall be solely responsible for all matters relating to the payment of its Subconsultants and employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.

37. Payment of Income Taxes; Tax Allocations

- 37.1. If applicable, Consultant shall provide a written, executed document identifying, if at all, that Consultant is listed on either or both of the State of California Franchise Tax Board's "Top 500 Delinquent Taxpayers" (available at <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/>) or the California

Department of Tax and Fee Administration's "Top 500 Sales & Use Tax Delinquencies in California" (available at <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>).

- 37.2. Consultant shall pay, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the Judicial Council to Consultant for the Work. The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Consultant's or any Subconsultants' employees' wages. Consultant agrees to indemnify, defend and hold the Judicial Council harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorneys' fees and costs) suffered by the Judicial Council resulting from the Consultant's failure to comply with this provision. The Judicial Council may offset any taxes paid by the Judicial Council as a result of the Consultant's breach of this provision against any amounts owed Consultant.
- 37.3. Allocation of tax credits or deductions of any kind including, but not limited to, Internal Revenue Code section 179D (Energy Efficient Commercial Buildings Deductions) by the Judicial Council to or on behalf of Consultant is in the sole and exclusive discretion of the Judicial Council.

38. **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:

- 38.1. **Nondiscrimination.** Consultant and its Subconsultants does not and 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, sex, sexual orientation, gender identity, or domestic partner status. Consultant and its Subconsultant(s) shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 38.2. **No Harassment.** Consultant and its Subconsultant(s) does not and shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Consultant or its Subconsultants interact in the performance of this Agreement. Consultant and its Subconsultants shall take all reasonable steps to prevent harassment from occurring.
- 38.3. **FEHA.** Consultant does and shall comply with the provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 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.
- 38.4. **Compliance with Americans with Disabilities Act.** Consultant does and shall comply with applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") (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.
- 38.5. **Notice to Labor Organizations.** Consultant and any of its Subconsultant(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 38.6. **Compliance.** Consultant shall include the nondiscrimination, no harassment, and compliance provisions of this section 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(a)-(f) and California Code of Regulations, title 2, section 8103 et seq.)
- 38.7. **Prohibited Financial Conflict of Interest.** Consultant and its Subconsultants 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. Consultant further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the Judicial Council 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.

- 38.8. Drug-Free Workplace. Consultant does and will provide a drug-free workplace as required by California Government Code sections 8355 through 8357.
- 38.9. National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against 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.
- 38.10. Brokerage or Contingent Fees. No person or selling agency has been employed or retained to solicit or secure this Agreement upon an understanding or agreement for a commission, percentage, brokerage or contingent fee.
- 38.11. 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.

39. 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.

40. General

- 40.1. 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.
- 40.2. 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.
- 40.3. Waiver.
 - 40.3.1. 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.
 - 40.3.2. 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.
- 40.4. 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.
- 40.5. Governing Law; Jurisdiction.
 - 40.5.1. This Agreement, and all of the rights and duties of Consultant and the Judicial Council arising out of or related to this Agreement or to the relationship of Consultant and the Judicial Council, 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 Judicial Council, whether based on contract, tort, statute, or anything else.

- 40.5.2. Consultant agrees that any claims that it has or may acquire against the Judicial Council 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.
- 40.6. 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.
- 40.7. Public Contract Code References. Public Contract Code references create duties of Consultant under this Agreement; however, the references do not imply that the Judicial Council is subject to the Public Contract Code.
- 40.8. 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 A

EXHIBIT B

SPECIAL PROVISIONS

1. Insurance Requirements

1.1. General Requirements.

- 1.1.1. By requiring the minimum insurance set forth in this Agreement, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Consultant under this Agreement. Consultant shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- 1.1.2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Judicial Council in compliance with the Insurance Requirements set forth in this Agreement. The Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Judicial Council that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.
- 1.1.3. Consultant shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Judicial Council, in its sole discretion, and 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.
- 1.1.4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the Judicial Council. Any Consultant deductible must be clearly stated on the appropriate Certificate of Insurance.
- 1.1.5. Self-Insured Retentions (SIR) must be declared to and approved in writing by the Judicial Council. The Judicial Council may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIR shall be the sole responsibility of Consultant or Subconsultant who procured such insurance and shall not apply to the Indemnified Parties (defined above). Judicial Council may deduct from any amounts otherwise due Consultant to fund the SIR. Policies shall **not** contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. The Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.
- 1.1.6. Consultant is responsible for and may not recover from the State of California, Judicial Council, or a Court any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Consultant warrants that it will maintain funds to cover losses required to be insured against by Consultant under the terms of this Agreement.
- 1.1.7. Prior to commencement of any Work, Consultant shall provide Judicial Council with Certificates of Insurance and signed insurance policy endorsements, on forms acceptable to Judicial Council, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Consultant maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State, the Judicial

Council, any applicable Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Consultant until all required current and complete Certificates of Insurance and signed insurance policy endorsements are properly endorsed and on file with the Judicial Council.

- 1.1.8. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or Court. Consultant's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- 1.1.9. Failure to provide the documentation as required prior to the commencement of Work shall not constitute or be construed as a waiver by the Judicial Council of Consultant's obligations to provide such documentation.
- 1.1.10. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California
Contracts, Branch Accounting and Procurement
Attn: Certificate of Insurance, Contract Number @MA- RE-APPR-IDIQ-2025-##
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

The Certificates of Insurance may also be emailed to:

Contracts@jud.ca.gov

- 1.1.11. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Initial Term, or any Subsequent Term(s), of this Agreement, Consultant shall immediately renew or replace the required insurance and provide a new current Certificate of Insurance and signed insurance policy endorsement(s), or Consultant will be in breach of this Agreement, and the Judicial Council may direct Consultant to stop work or may take other remedial action. Consultant must provide renewal insurance certificates and signed policy endorsements to the Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Consultant must conform to the requirements of this Agreement.
- 1.1.12. In the event Consultant fails to keep the specified insurance coverage in force at all times required under this Agreement, the Judicial Council may, in addition to and without limiting any other remedies available to it, (i) order Consultant to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- 1.1.13. Consultant, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State, Judicial Council, Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Consultant under this Agreement or arising out of or in connection with Consultant's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- 1.1.14. Consultant shall provide the Judicial Council with written notice within **ten (10) Days** of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Consultant shall **immediately** notify the Judicial Council's Project Manager.
- 1.1.15. Judicial Council reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Consultant within **ten (10) Business Days** following the Judicial Council's request.

- 1.1.16. Consultant must require insurance from its Subconsultants in substantially the same form as required of Consultant herein and with limits of liability that are sufficient to protect the interests of Consultant, State, Judicial Council, and Court in which the Project is located.

1.2. Individual Policy Requirements.

1.2.1. Commercial General Liability.

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall include coverage for property damage resulting from explosion, collapse, or underground hazard. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

1.2.2. Commercial Automobile Liability.

Commercial Automobile Liability Insurance shall have limits of not less than \$1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.

1.2.3. Workers' Compensation & Employers' Liability Insurance.

If Consultant has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee. If Consultant does not have employees, it shall provide a letter, on company letterhead, to the Judicial Council certifying, under penalty of perjury, that it does not have employees. Upon the Judicial Council's receipt of the letter, Consultant shall not be required to maintain workers' compensation insurance.

1.2.4. Professional Liability Insurance.

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work 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 \$2,000,000 annual aggregate. If the policy is written on a "claims made" form, Consultant shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to the Agreement.

1.2.5. Unmanned Aircraft Liability Insurance.

If Consultant utilizes drones or any other unmanned aircraft in the performance of the Work, existing insurance coverage must include an endorsement for unmanned aircraft operations. Consultant must maintain a separate aircraft liability policy to cover unmanned aircraft operations with limits and coverage equal to or greater than \$1,000,000 per claim or per occurrence and \$2,000,000 annual aggregate. If Consultant does not have the applicable insurance and a Remote Pilot Certificate (commonly known as a drone license) from the FAA, the use of a drone or any other unmanned aircraft usage is prohibited.

1.2.6. Umbrella Policies.

Consultant may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

2. Licenses

- 2.1. Consultant shall ensure that Consultant, its Subconsultants, and all their employees or agents providing Work under this Agreement shall have prior to commencing and shall at all times maintain throughout the duration of their performance of the Work all appropriate license(s) required under applicable Federal, State and local laws, codes and regulations, including but not limited to maintaining all business and professional licenses, to provide the Work being performed. Consultant shall regularly monitor, and ensure that its Subconsultant(s) monitor to ensure, compliance with this provision of the Agreement.
- 2.2. If the possession of a license(s) or certificate(s), including without limitation a valid Certified General Appraiser (AG) license issued by the California Bureau of Real Estate Appraisers, is required under Federal, State and local laws, codes and regulations for the performance of any Work or requested by the Judicial Council, Consultant shall ensure that the Work will either be performed by an appropriately licensed individual or, where permissible, under the direct supervision and with the review and approval of an appropriately licensed individual.
- 2.3. If the possession of a license(s), including without limitation a valid California Contractor's license, is required under Federal, State and local laws, codes and regulations for the performance of any Public Work, Consultant shall ensure that the Public Work will either be performed by an appropriately licensed entity "General Building Contractor – B License" or "Specialty Contractor – C License" as applicable to the specific Work Order.
- 2.4. Consultant shall provide immediate Notice to the Judicial Council in the event that any license required to be held by Consultant or any of its Subconsultants or any of their employees or agents is suspended, cancelled, or expires during a period in which they are performing Work requiring a license.
- 2.5. Consultants and individuals required by law to be licensed are licensed and regulated by the California Consultants 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 Consultants Board.
- 2.6. 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.

3. Work Order Time; Consultant's Project Schedule

- 3.1. Work Order Time. Consultant shall perform the Services for a Project within the Work Order Time agreed upon in the Services Request and indicated in an authorized Work Order.
- 3.2. Project Schedule Submission. If specifically requested by the Judicial Council's Project Manager, within five (5) Business Days of the Judicial Council directing Consultant to begin Work on an authorized Work Order which Consultant previously accepted in CAFM pursuant to **Exhibit C** to this Agreement, Consultant shall submit to the Judicial Council a project schedule consistent with the Work Order Time indicated in the Work Order ("Project Schedule"). The Project Schedule must include all key milestones relevant to the Project and any other details required or requested by the Judicial Council. Consultant must provide an acceptable Project Schedule for the Judicial Council's consideration and approval. If requested by the Judicial Council, Consultant shall make reasonable updates or revises to the Project Schedule as necessary prior to its approval. Work shall not proceed on the Work Order until the Judicial Council has approved the Project Schedule. Once approved, Judicial Council and Consultant may, if agreed to in writing, approve subsequent changes to the Project Schedule.

4. Disabled Veteran Business Enterprise Program

- 4.1. This section is applicable only if Consultant received a Disabled Veteran Business Enterprise (“DVBE”) incentive in connection with this Agreement.
- 4.2. Consultant’s failure to meet the DVBE commitment set forth in its proposal constitutes a breach of the Agreement.
- 4.3. If Consultant used DVBE Subconsultants in connection with this Agreement:
 - 4.3.1. Consultant must use the DVBE Subconsultants identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE Subconsultant in accordance with the terms of this Agreement; and
 - 4.3.2. Consultant must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council, on a form supplied by or satisfactory to the Judicial Council, the following:
 - 4.3.2.1. The total amount of money Consultant received under the Agreement;
 - 4.3.2.2. The name and address of each DVBE Subconsultant to which Consultant subcontracted Work in connection with the Agreement;
 - 4.3.2.3. The amount each DVBE Subconsultant received from Consultant in connection with the Agreement; and
 - 4.3.2.4. That all payments under the Agreement have been made to the applicable DVBE Subconsultants.
 - 4.3.3. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

END OF EXHIBIT B

EXHIBIT C

WORK ORDERS: AUTHORIZATION PROCESS, INVOICING AND PAYMENT PROVISIONS

1. Maximum Work Order Amount and Contract Amount

- 1.1. The maximum amount the Judicial Council shall be obligated to pay to Consultant under any individual Work Order authorized under this Agreement for performing all Work shall not at any time exceed the Total Amount specified on the face of the most recently authorized Work Order applicable. No verbal agreements will be honored.
- 1.2. The maximum amount the Judicial Council 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 by Judicial Council for this Agreement. The total amount that the Judicial Council may pay Consultant under this Agreement shall not at any time exceed the total of the Work Order Grand Total of all Work Orders authorized for the performance through the current date.

2. Work Order Authorization

- 2.1. The Judicial Council will authorize the performance of Work and spending of funds under this Agreement only via Work Orders issued through CAFM. Work Orders must be “accepted” by Consultant within CAFM. This involves Consultant logging into CAFM, opening the Work Order, and clicking the “Accept” button. The Judicial Council will provide via CAFM a summary of the Project details with references to all other items, information, and/or documents incorporated within the Work Order for the Project.
- 2.2. Work Orders may only be authorized during the Initial Term of this Agreement or any Subsequent Terms. Work Orders must be authorized prior to the expiration date of this Agreement. The end date for Services authorized in a Work Order may exceed the expiration date of this Agreement; provided, however, that the terms and conditions of this Agreement shall remain in full force and effect with regard to any outstanding Work Order(s) after the expiration of this Agreement until the Work of said Work Order(s) is complete.
- 2.3. Work Orders may only be authorized for the specific Services described in **Exhibit D** and the Services Request.
- 2.4. Project Awards.
 - 2.4.1. Consultant acknowledges that the Judicial Council may have multiple qualified firms under contract to provide the same Services as Consultant under this Agreement (“Qualified Firms”). Said Qualified Firms, including Consultant, may be asked to provide Consultant Proposals for some Projects, but may not be asked to provide Consultant Proposals on other Projects or none at all. The Judicial Council will typically solicit multiple Qualified Firms to propose Services for the same Project.
 - 2.4.2. The Judicial Council will solicit Services from and assign individual Projects to multiple Qualified Firms with the intent, but no obligation, to issue Projects equally based on all relevant factors including on an objective round-robin basis.
 - 2.4.3. Selection of Consultant for a specific Project is at the sole discretion of the Judicial Council. The Judicial Council will make efforts to award a fair share of the Services to Consultant based on, without limitation, Consultant’s qualifications, specific expertise, proposed costs for the Project, knowledge of and involvement with specific systems and/or facilities for the Project, prior performance on other Projects, and those other factors that the Judicial Council may deem pertinent for the Project.
 - 2.4.4. Any Project with an estimated, proposed, or actual cost greater than One Hundred Twenty-Five Thousand Dollars (\$125,000) may, in the sole discretion of the Judicial Council, be assigned to the Qualified Firm that proposes the lowest cost for that Project. The Judicial Council will evaluate

all other relevant factors of the Qualified Firms submitting Consultant Proposals in the event Projects receive multiple proposals at the same price.

3. Work Order Process

- 3.1. Services Request. The Judicial Council's Project Manager will electronically provide Consultant with an unsigned Services Request, describing the Work the Judicial Council wants performed. In the Judicial Council's sole determination, the Services Request will be issued and processed entirely within CAFM and/or by using the document substantially in the format of **Exhibit E**.
- 3.2. Firm Fixed Pricing.
 - 3.2.1. Work Orders are authorized for performance on the basis of a Firm Fixed Price. The Firm Fixed Prices for all Services of a Work Order will be added to calculate a Work Order Grand Total applicable to that Work Order.
 - 3.2.2. Consultant may be compensated according to a percentage of particular phases, deliverables, or schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of individual designated Deliverable(s) as agreed to between the Judicial Council's Project Manager and Consultant's Project Manager.
 - 3.2.3. All Firm Fixed Prices shall be fully burdened and inclusive of all costs payable to Consultant for the Project's Services including, but not limited to, Consultant's personnel, labor (including costs associated with overtime, weekend, and after-hours work), equipment, expenses, travel-related costs, fees, and overhead and profit. 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 and any other costs and expenses incurred to provide the Services and Materials (including profit), regardless of the amount of Consultant's actual costs and expenses incurred.
 - 3.2.4. Travel and Living Expenses are not authorized, and will not be paid to Consultant, under this Agreement.
- 3.3. Services Request Submission and Review(s).
 - 3.3.1. To initiate a Project and request Services from Consultant, the Judicial Council's Project Manager will fill out and submit to Consultant a Services Request for the Project.
 - 3.3.2. Upon receipt of an initial Services Request for a Project, Consultant will complete and electronically submit to the Judicial Council an updated version of the Services Request that inserts the Consultant Proposal. Consultant will update the initial Services Request with the Consultant Proposal to include, without limitation, proposed pricing for each Service not-to-exceed the Firm Fixed Price, Work Order Times, any Subconsultants to be utilized for the Services, and the Work Order Grand Total.
 - 3.3.3. After Consultant's submission of the initial Services Request with Consultant Proposal, Consultant and the Judicial Council's Project Manager will reasonably and promptly coordinate to further modify or edit the initial Services Request, if and as needed, to define the Services for the Project to the reasonable satisfaction of both Parties. The Judicial Council's Project Manager shall review (separately or with Consultant) and may request changes to the Consultant Proposal in the submitted Services Request, in which event Consultant shall modify and resubmit via CAFM.
 - 3.3.4. Consultant agrees to respond to requests to modify or edit the Services Request's Consultant Proposal as soon as practicable but in no event later than seven (7) Business Days from the date of the Judicial Council's transmission thereof to Consultant.
 - 3.3.5. Per the Judicial Council's direction to Consultant in the Judicial Council's sole determination, the Services Request will be submitted and processed entirely within CAFM and/or electronically by using a modifiable MS-Word document substantially in the format of **Exhibit E**.

- 3.3.6. Consultant hereby certifies that the individual preparing a Services Request in conjunction with the Judicial Council's Project Manager has proper authorization to do so on behalf of and to bind Consultant.
- 3.4. Consultant Proposal Expiration. Consultant Proposals submitted as part of a Services Request are available for acceptance and may not expire or be revoked for a period of sixty (60) Business Days following the date submitted to the Judicial Council's Project Manager, or until the date scheduled for the start of the Work in the applicable Work Order passes, whichever event occurs sooner.
- 3.5. Work Order Creation. Upon satisfactory completion of the Services Request with Consultant Proposal, the Judicial Council's Project Manager will create a Work Order in CAFM populated with a unique Work Order number. The agreed-upon version of the Services Request with Consultant Proposal will be uploaded to CAFM.
- 3.6. Consultant Proposal Acceptance. The Judicial Council's Project Manager will notify Consultant following the creation of a Work Order in CAFM for the Project. The Judicial Council shall provide, via CAFM and/or email, a Work Order consisting of a cover page with a unique Work Order number and the accepted Services Request.
- 3.7. Consultant CAFM Review. As soon as reasonably practicable and in no event more than five (5) Days from the creation of a Work Order in CAFM, Consultant shall review all documents, log in to CAFM, look up the corresponding Work Order, and click "Accept." By clicking "Accept," Consultant agrees to all the provisions of this Agreement and the corresponding Work Order.
- 3.8. Work Authorization and Project Commencement. Upon notification of Work Order acceptance in CAFM by Consultant, the Judicial Council shall advise Consultant of the Project's Work Authorization and to begin Work.
- 3.9. Additional Detailed Instructions. Following authorization of a Work Order, but before the initiation of Work on a Project, Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the authorized Work Order applicable to a Project ("Additional Detailed Instructions"). Should such Additional Detailed Instructions, in the opinion of Consultant, constitute Work in excess of the requirements of the authorized Work Order, Consultant must submit written Notice of the same to the Judicial Council within seven (7) Days following receipt of such Additional Detailed Instructions, and in no event any later than prior to commencement of the Work of the Project. If in the Judicial Council's judgment, the Additional Detailed Instructions do in fact constitute Work in excess of the requirements of the authorized Work Order, the Judicial Council may, at Judicial Council's option, either close the authorized Work Order and create a new Work Order or issue a Supplementary Work Order to account for the excess Work.
- 3.10. Work Order Cancellation. If the Parties agree to cancel an already authorized Work Order, the existing Work Order must be closed within Judicial Council's CAFM system and a new Work Order process started.
- 3.11. Work Order Authorization.
- 3.11.1. Only the following Judicial Council personnel are approved to authorize a Work Order: Principal Managers; Managers; Senior Project Managers and Project Managers; Facilities Operations Supervisors; Facilities Management Administrators; Facilities Supervisors; Senior Facilities Analysts; and Facilities Analysts.
- 3.11.2. Judicial Council shall from time to time provide Consultant with the names and contact information of persons filling primary positions, which will be updated from time to time as personnel change and is effective upon receipt without requiring that this Agreement be amended.
- 3.12. Process, System, and/or Form Modifications. The Judicial Council reserves the right, as the Judicial Council deems necessary or appropriate in its sole discretion, to modify the process, system, and/or forms provided in the Agreement (e.g., CAFM usage and capability, Services Requests, Consultant Proposals, etc.) that are to be utilized in the request, submittal, and authorization of Work Orders including, without

limitation, implementing the use of CAFM for electronic Services Requests and Consultant Proposals. The Judicial Council will notify Consultant of any such modifications prior to becoming effective. In the event that any said modifications are to become effective, Consultant shall promptly take all reasonable steps to institute and incorporate the changes including, without limitation, the training of all appropriate Consultant personnel thereon without additional compensation except as otherwise agreed in writing; the Judicial Council shall reasonably cooperate and coordinate with Consultant to effectuate any such modifications.

3.13. No Project Guarantee.

3.13.1. There is no minimum or maximum on the number of Work Orders that the Judicial Council may request or authorize under this Agreement or that Consultant will perform during the Initial Term or any Subsequent Terms of this Agreement.

3.13.2. The Judicial Council does not guarantee that Consultant will receive any authorized Work Order(s) under this Agreement.

4. Invoicing Instructions

4.1. Invoice Submission. All invoices are to be emailed to FacilitiesServicesInvoices@jud.ca.gov with a copy to Judicial Council's Project Manager. Invoices should be provided with the standard Request for Payment cover sheet provided by Judicial Council. All invoices must contain:

4.1.1. The Agreement Title and Agreement Number from the Master Agreement Coversheet to this Agreement;

4.1.2. The Work Order number provided on the Work Order;

4.1.3. A unique invoice number;

4.1.4. Consultant's name and address;

4.1.5. Consultant's Taxpayer Identification Number (FEIN);

4.1.6. Preferred remittance address.

4.1.6.1. If this address has changed from the time this Agreement was signed, Consultant must provide Notice to the Judicial Council of such a change immediately; changes to the remittance address made on an invoice or otherwise without the Judicial Council being specifically notified pursuant to this Agreement will result in processing and payment delays for which the Judicial Council shall have no liability to Consultant.

4.1.7. Date range of Work performed;

4.1.8. Date of invoice; and

4.1.9. Detailed description of Work/Services performed and/or Deliverables provided including, but not limited to, quantities, prices, and subtotals using the same language as stated in the Work Order.

4.1.10. Total invoice amount.

4.2. Travel and Living Expenses Not Allowed. Consultant's invoices shall not include or request any Travel and Living Expenses for a Project.

5. Taxes

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Consultant's or any Subconsultants' employees' wages. The Judicial Council 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.

6. Retention

The Judicial Council may, in its discretion, withhold payment of an amount equal to ten percent (10%) from all payments made for invoices submitted. Upon successful completion of all Work under an individual Work Order, Consultant shall separately submit an invoice for the amounts retained, if applicable.

7. Payment

- 7.1. The Judicial Council will endeavor to pay invoices within sixty (60) days after receipt of a correct, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments.
- 7.2. Payment shall be made by the Judicial Council to Consultant at the address specified when this Agreement was signed. Changes requested to this address must be made by forty-five (45) days' prior Notice to the Judicial Council with the new remittance address, and the Judicial Council will not be responsible for any processing delays for payments issued to a prior remittance address if Consultant fails to provide timely Notice thereof.
- 7.3. The Judicial Council may withhold full or partial payment to Consultant in any instance in which Consultant has failed or refused to satisfy any material obligation provided for under this Agreement or the Work Order.

8. Disallowance

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

9. Payment Does Not Imply Acceptance of Work

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

10. Release of Claims

- 10.1. The acceptance by Consultant of its final payment due under an authorized Work Order shall be and shall operate as a release of the Judicial Council, the Court(s), and the State from all claims and all liability to Consultant for everything done or furnished in connection with said Work Order, including every act and neglect of the Judicial Council and or the Court(s).
- 10.2. 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

SCOPE OF SERVICES AND FIRM FIXED PRICES

1. Consultant Services

The scope of Services to be performed includes, without limitation, professional real estate appraisal consultant services as well as incidental services that members of those professions and those in their employ may logically or justifiably perform such as appraisal reports for prospective land acquisitions and for valuation of existing court facilities. The Services may specifically include the following as requested and needed by the Judicial Council:

- 1.1. Report Types. Performance and preparation of new and updated appraisal reports in accordance with the terms of this Agreement, industry and professional standards, and Judicial Council requirements in the form of either:
 - 1.1.1. Standard Report. A detailed and comprehensive narrative document that provides an in-depth analysis explaining Consultant's methodology, reasoning, and supporting data to determine the valuation of a property; or
 - 1.1.2. Restricted Report. A condensed, restricted-use version of a standard, narrative appraisal report that is limited in scope and intended for specific purposes.
- 1.2. Valuation Approaches. Consultant shall utilize one of the following approaches and methods of valuation as directed by the Judicial Council:
 - 1.2.1. Sales Comparison;
 - 1.2.2. Cost;
 - 1.2.3. Income;
 - 1.2.4. A combination of sales comparison, cost, and/or income; or
 - 1.2.5. Special-Use Properties Alternatives:
 - 1.2.5.1. Use value;
 - 1.2.5.2. Going concern value; or
 - 1.2.5.3. A combination of use value and going concern value.
- 1.3. Appraisal Specification Requirements.
 - 1.3.1. Appraisal Specifications. Appraisal reports required and to be utilized by the Judicial Council must conform to and comply fully with the Appraisal Specifications of the Department of General Services' ("DGS") Real Estate Services Division as may be updated from time-to-time. A copy of the Appraisal Specifications as of the Effective Date is set forth in **Exhibit F** of this Agreement. Judicial Council will reasonably endeavor to notify Consultant of any updates by DGS to the Appraisal Specifications; provided, however, that the Judicial Council's failure to so provide updates to the Appraisal Specifications will not relieve Consultant of the requirement to comply with, and to perform any needed updates in accordance herewith to meet, the then-current Appraisal Specifications. In addition to the Appraisal Specifications, the Judicial Council may reasonably provide additional specifications as appropriate or needed for the Project.
 - 1.3.2. DGS Review. Consultant acknowledges and agrees that the Judicial Council is required to submit all appraisals to DGS for review and approval, which DGS may reject if not in compliance with the Appraisal Specifications. Consultant shall be responsible, at Consultant's expense, for any appraisal that fails to conform to the Appraisal Specifications or is rejected by DGS.

- 1.3.3. Rejection and Updates for Failure to Comply with Appraisal Specifications. In the event that DGS rejects or requires revisions to an appraisal for failure to comply with the Appraisal Specifications, within five (5) Business Days of the Judicial Council's request or as otherwise mutually agreed to, Consultant shall correct, revise, and update the appraisal as needed in order to comply with the Appraisal Specifications at no additional cost to the Judicial Council. With any update to such a rejected appraisal, Consultant shall provide a redline document showing Consultant's revisions and an explanation of the changes made requested by the Judicial Council or DGS or to satisfy the Appraisal Specifications.
- 1.3.4. Rejection and Updates Other than for Failure to Comply with Appraisal Specifications. In the event that DGS rejects or requires revisions to an appraisal for a reason other than failure to comply with or conform to the Appraisal Specifications, within five (5) Business Days of the Judicial Council's request or as otherwise mutually agreed to, Consultant shall provide an update addressing the reason for rejection with a redline document showing Consultant's revisions and an explanation of the changes made requested by the Judicial Council or DGS. For an appraisal rejected by DGS for a reason other than compliance with the Appraisal Specifications, the Judicial Council's Project Manager and Consultant shall promptly meet and confer in good faith to determine the need for the update and conclude:
 - 1.3.4.1. Whether Consultant reasonably could or should have prevented the appraisal's rejection based on the Work Order, in which case said update shall be at Consultant's sole cost; or
 - 1.3.4.2. Whether said update amounts to an expanded or modified scope not originally contemplated by the Work Order, in which case the Judicial Council in its discretion may issue a new Services Request or Supplemental Work Order for the updated appraisal in accordance herewith, or may elect to close the original Work Order and cancel the Project.
- 1.3.5. Other Updates. Notwithstanding and in addition to the foregoing, the Judicial Council's Project Manager and Consultant shall at all times reasonably cooperate in good faith regarding any reasonable changes, modifications, updates, or corrections otherwise requested or needed to an appraisal report in order to satisfy the Judicial Council's purposes, which Consultant shall effectuate promptly and as mutually agreed upon by the Parties.
- 1.4. General Requirements.
 - 1.4.1. As requested, Consultant shall provide the Judicial Council's Project Manager with Project status updates in writing to the Judicial Council's reasonable satisfaction on a weekly, bi-weekly, or monthly basis.
 - 1.4.2. Except as specifically agreed to in writing by the Judicial Council, each appraisal report must be performed and signed by a licensed appraiser who is local to and has a minimum of five (5) years' experience in the geographic market in which any subject property is located.
 - 1.4.3. The size of all depictions and photographs of any subject and comparable properties or otherwise included in an appraisal report must be a minimum of four inches by six inches (4" x 6").
 - 1.4.4. Consultant shall provide draft versions in electronic format of all appraisals for the Judicial Council's review prior to finalizing and signing the report. All draft reports shall be marked confidential. Consultant shall only prepare, and provide in electronic format, a final, signed report when directed by the Judicial Council in its discretion. The Judicial Council may request Consultant to mark a final report as confidential.
 - 1.4.5. Upon the Judicial Council's request, and as part of the Service's Firm Fixed Price, Consultant shall deliver to the Judicial Council four (4) bound, hard copies of a final appraisal report with the appraiser's original signature. Consultant shall send said hard copies to the address(es) directed by the Judicial Council.

- 1.5. Report Types. The Judicial Council may request Consultant to perform and provide appraisal reports for the following type(s) of appraisals:

1.5.1. New Standard Appraisal Report or Restricted Appraisal Report

1.5.1.1. New Report: Land Only

1.5.1.2. New Report: Land and Improvements

1.5.1.3. New Report: Land Only with Recent Appraisal Provided

1.5.1.4. New Report: Land and Improvements with Recent Appraisal Provided

1.5.1.5. Multiple New Reports: Land-Only Properties in Similar Vicinities, Appraised Concurrently

1.5.1.6. Multiple New Reports: Land-and-Improvements Properties in Similar Vicinities, Appraised Concurrently

1.5.2. Update of Prior or Existing Standard Appraisal Report or Restricted Appraisal Report

1.5.2.1. Updated Report to Reflect Current Market Conditions – Land Only

1.5.2.2. Updated Report to Reflect Current Market Conditions – Land and Improvements

1.5.2.3. Updated Report for Expanded Scope – Land Only

1.5.2.4. Updated Report for Expanded Scope – Land and Improvements

1.5.2.5. Updated Report for Reduced Scope – Land Only

1.5.2.6. Updated Report for Reduced Scope – Land and Improvements

1.5.2.7. Updated Report with Revised Valuation Approach(es) – Land Only

1.5.2.8. Updated Report with Revised Valuation Approach(es) – Land and Improvements

2. Service's Firm Fixed Prices

The costs of any Services shall not exceed the Firm Fixed Prices set forth herein; provided, however, that the Consultant Proposal for any Services Request may propose prices less than or at discount from the Firm Fixed Prices in Consultant's reasonable discretion.

SERVICES	FIRM FIXED PRICE
1. New STANDARD Appraisal Report	
1.1. Land Only	\$xxx.xx
1.2. Land and Improvements	\$xxx.xx
1.3. Land Only with Recent Appraisal Provided	\$xxx.xx
1.4. Land and Improvements with Recent Appraisal Provided	\$xxx.xx
1.5. Multiple: Land Only	\$xxx.xx
1.6. Multiple: Land and Improvements	\$xxx.xx
2. New RESTRICTED Appraisal Report	
2.1. Land Only	\$xxx.xx
2.2. Land and Improvements	\$xxx.xx

SERVICES	FIRM FIXED PRICE
2.3. Land Only with Recent Appraisal Provided	\$xxx.xx
2.4. Land and Improvements with Recent Appraisal Provided	\$xxx.xx
2.5. Multiple: Land Only	\$xxx.xx
2.6. Multiple: Land and Improvements	\$xxx.xx
3. Update of Prior or Existing STANDARD Appraisal Report	
3.1. Updated to Reflect Current Market Conditions: Land Only	\$xxx.xx
3.2. Updated to Reflect Current Market Conditions: Land and Improvements	\$xxx.xx
3.3. Updated for Expanded Scope: Land Only	\$xxx.xx
3.4. Updated for Expanded Scope: Land and Improvements	\$xxx.xx
3.5. Updated for Reduced Scope: Land Only	\$xxx.xx
3.6. Updated for Reduced Scope: Land and Improvements	\$xxx.xx
3.7. Updated with Revised Valuation Approach(es): Land Only	\$xxx.xx
3.8. Updated with Revised Valuation Approach(es): Land and Improvements	\$xxx.xx
4. Update of Prior or Existing RESTRICTED Appraisal Report	
4.1. Updated to Reflect Current Market Conditions: Land Only	\$xxx.xx
4.2. Updated to Reflect Current Market Conditions: Land and Improvements	\$xxx.xx
4.3. Updated for Expanded Scope: Land Only	\$xxx.xx
4.4. Updated for Expanded Scope: Land and Improvements	\$xxx.xx
4.5. Updated for Reduced Scope: Land Only	\$xxx.xx
4.6. Updated for Reduced Scope: Land and Improvements	\$xxx.xx
4.7. Updated with Revised Valuation Approach(es): Land Only	\$xxx.xx
4.8. Updated with Revised Valuation Approach(es): Land and Improvements	\$xxx.xx

3. Consultant and Consultant's Subconsultant Services and Pricing

- 3.1. All Services and descriptions that may be provided and all prices to be charged under this Agreement are specified in this **Exhibit D**.
- 3.2. All Firm Fixed Prices of this Agreement shall remain firm and not subject to change throughout the Term of this Agreement.
- 3.3. No other Services or Materials shall be provided or compensated for under this Agreement except for those items and amounts specified in an authorized Work Order.
- 3.4. The Judicial Council is not obligated to pay for, and Consultant shall not invoice, any overtime rate.
- 3.5. Addition of New Services.
 - 3.5.1. If Consultant and the Judicial Council's Project Manager so agree, the addition of any new Services to **Exhibit D** is subject to execution of an Amendment to this Agreement and to the provisions of this section.
 - 3.5.2. Any such new Services to be added shall be limited to professional real estate appraisal consulting services.

- 3.5.3. If a new Service is to be added, Consultant shall provide the pricing for the new Service(s) in a not-to-exceed format and their associated Firm Fixed Price(s). The Firm Fixed Prices that will apply to any such new Services are subject to negotiation and, once approved and issued via Amendment to this Agreement, may not change. All Firm Fixed Prices provided must be priced at a single price (i.e., \$1,000.00.), not a range, and otherwise in accordance with the terms of this Agreement.
 - 3.6. Regardless of anything that may be stated to the contrary in **Exhibit D**, Consultant is not entitled to and will not charge the Judicial Council for any servicing charge, processing, billing or any other type of fee, uppage, or charge of any type that is made upon the Fixed Price Services charged by its Subconsultants and billed to the Judicial Council for any Subconsultant-provided Services, any Travel and Living Expenses incurred, or any Reimbursables provided as a result of this Agreement.

END OF EXHIBIT D

EXHIBIT E

SERVICES REQUEST

See enclosed Services Request for the Judicial Council to request Services and corresponding Consultant Proposal for a Project if and when the Service Request is not issued and processed entirely within CAFM.



Judicial Council of California

Services Request

Judicial Council PM:	[Project Manager Name]	Consultant PM:	[Project Manager Name]
	[Address]		[Company]
	[Address]		[Address]
	[Phone]		[Phone]
	[Email]		[Email]
Project:	[Project Title]		
Work Order:	[Work Order Numbers]	Work Order Start/End Dates:	[Start/End Dates]
Agreement No.:	MA-RE-APPR-IDIQ-2025-##	Agreement Expiration:	October 31, 2029

The Judicial Council of California requests you submit a Consultant Proposal for Services for the identified Project as described herein per the terms and conditions of the above-referenced Agreement.

Consultant Proposal Is Due on or Before: [Time and Date]
Proposed Project Schedule: [Start/End Dates]

INSTRUCTIONS: 1. Judicial Council's Project Manager shall (i) complete all applicable fields for the Project details and select the box(es) for the requested Services with corresponding quantities; and (ii) issue the Services Request to Consultant for Consultant Proposal.

2. Upon receipt, Consultant shall (i) complete fields 1 – 6 of the Consultant Proposal section; (ii) insert Consultant's Proposed Prices, subtotals, and Work Order Grand Total for the requested Services; and (iii) return the dated Services Request with Consultant Proposal for Judicial Council review.

3. Judicial Council's Project Manager and Consultant shall then meet and confer to finalize the Services Request and update the Consultant Proposal accordingly and, upon mutual agreement of the required Services' performance, Judicial Council's Project Manager to create a Work Order in CAFM.

4. Upon notification of the Work Order's creation, Consultant shall accept the Work Order in CAFM by clicking "Accept." Once accepted, the Judicial Council's Project Manager will advise Consultant of the Project's Work Authorization and to begin Work.

APPRAISAL PROPERTY(IES) [Add more sheets as needed]

1. Address:	City:
Description/Notes:	APN:
2. Address:	City:
Description/Notes:	APN:
3. Address:	City:
Description/Notes:	APN:

Existing reports and/or additional supporting documents to be provided for Consultant's reference? ☐ Yes ☐ No

VALUATION APPROACH(ES) TO BE UTILIZED AND INCLUDED [Select all that apply including any combinations]

☐ Sales Comparison ☐ Cost ☐ Income ☐ Other (Describe): _____
☐ Special-Use Alternative: Use Value ☐ Special-Use Alternative: Going Concern

CONSULTANT PROPOSAL

1. Work Order Time by which Consultant will complete the Project:	[Insert]
2. Will the required report(s) be performed and signed by a licensed appraiser who is local to and has a minimum of five (5) years' experience in the geographic market in which the subject property is located?	<input type="checkbox"/> Yes
3. Will Consultant utilize any Subconsultants to perform the Services (if so, provide names/scopes separately)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does Consultant agree to provide the Services as described in this Services Request?	<input type="checkbox"/> Yes
5. Does Consultant agree to provide the Services for the Work Order Grand Total stated herein?	<input type="checkbox"/> Yes
6. Project status updates to be provided in writing by Consultant:	<input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> N/A

Consultant Submission Date: [Insert] **Revision Date:** [Insert if applicable]

SERVICES		FIRM FIXED PRICE	PROPOSED PRICE	QUANTITY	SUBTOTAL
1. New STANDARD Appraisal Report					
<input type="checkbox"/>	1.1. Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	1.2. Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	1.3. Land Only with Recent Appraisal Provided	\$xxx.xx	\$		\$
<input type="checkbox"/>	1.4. Land and Improvements with Recent Appraisal Provided	\$xxx.xx	\$		\$
<input type="checkbox"/>	1.5. Multiple: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	1.6. Multiple: Land and Improvements	\$xxx.xx	\$		\$
2. New RESTRICTED Appraisal Report					
<input type="checkbox"/>	2.1. Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	2.2. Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	2.3. Land Only with Recent Appraisal Provided	\$xxx.xx	\$		\$
<input type="checkbox"/>	2.4. Land and Improvements with Recent Appraisal Provided	\$xxx.xx	\$		\$
<input type="checkbox"/>	2.5. Multiple: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	2.6. Multiple: Land and Improvements	\$xxx.xx	\$		\$
3. Update of Prior or Existing STANDARD Appraisal Report					
<input type="checkbox"/>	3.1. Updated to Reflect Current Market Conditions: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.2. Updated to Reflect Current Market Conditions: Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.3. Updated for Expanded Scope: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.4. Updated for Expanded Scope: Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.5. Updated for Reduced Scope: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.6. Updated for Reduced Scope: Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.7. Updated with Revised Valuation Approach(es): Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	3.8. Updated with Revised Valuation Approach(es): Land and Improvements	\$xxx.xx	\$		\$
4. Update of Prior or Existing RESTRICTED Appraisal Report					
<input type="checkbox"/>	4.1. Updated to Reflect Current Market Conditions: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.2. Updated to Reflect Current Market Conditions: Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.3. Updated for Expanded Scope: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.4. Updated for Expanded Scope: Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.5. Updated for Reduced Scope: Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.6. Updated for Reduced Scope: Land and Improvements	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.7. Updated with Revised Valuation Approach(es): Land Only	\$xxx.xx	\$		\$
<input type="checkbox"/>	4.8. Updated with Revised Valuation Approach(es): Land and Improvements	\$xxx.xx	\$		\$
WORK ORDER GRAND TOTAL				\$	

JUDICIAL COUNCIL INTERNAL USE ONLY

Fac. #: _____ Cap. Proj.: _____
Funding: _____ Cap. PM: _____

END OF EXHIBIT E

EXHIBIT F

DEPARTMENT OF GENERAL SERVICES
APPRAISAL SPECIFICATIONS

See enclosed Appraisal Specifications as of the Effective Date.

REAL ESTATE SERVICES DIVISION

Professional Services Branch

707 Third Street, 5th Floor • West Sacramento, California 95605

DEPARTMENT OF GENERAL SERVICES (DGS) APPRAISAL SPECIFICATIONS (Revised January 1, 2008)

All appraisals must be completed and signed by a State of California Certified Real Estate Appraiser who certifies that the appraisal is in compliance with the Uniform Standards of Professional Appraisal Practice as currently adopted by the Appraisal Standards Board of the Appraisal Foundation.

The principle appraiser who is responsible for developing the appraisal report must certify that they have inspected the subject property and comparable property data whenever physically possible. The following specifications are required when applicable to the assignment:

1. Title page with sufficient identification of appraisal project.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value, date of report, etc.
3. Table of contents.
4. Assumptions and Limiting Conditions.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining and analyzing relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedures, Section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements if applicable.
8. Copies of Assessor's plat maps with the subject parcels marked and an assemblage of all contiguous Assessors' parcels that depicts the ownership.
9. A legal description of the subject property if available.
10. For large, remote, or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue requires increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser

discovers evidence of an Option, or the possible existence of an Option, and the terms can not be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client. Current DGS policy requires disclosure of any Option or Purchase Agreement. If the Agreement is not made available, DGS will not review the appraisal.

13. Regional, area, and neighborhood analyses.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area (or other areas of competition), and a discussion of the relevant market factors impacting demand for site acquisition or leasing within the relevant market area.
15. Discussion of subject land/site characteristics (size, topography, current use, zoning and land use issues, development entitlements, General Plan designations, utilities, offsite improvements, access, easements and restrictions, flood and earthquake information, toxic hazards, taxes and assessments, etc.)
16. Description of subject improvements, including all structures, square footage, physical age, type of construction, quality of construction, condition, site improvements, etc.
17. Subject leasing and operating cost history.
18. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use. Such support typically requires a discussion of the four criteria or tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
19. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
20. Map(s) showing all comparable properties in relation to subject property.
21. Photographs and plat maps of comparable properties.
22. In depth discussion of comparable properties, similarities and differences, and comparisons and adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value.
23. Comparable data sheets: 1) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of date of sale, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvement, and confirming source. 2). For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available. 3). For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased,

tenant improvement allowance, concessions, use restrictions, options, and confirming source.

24. Discussion of construction cost methodology, data source used, costs included and excluded, depreciation methodology, a discussion of accrued depreciation from all causes, and remaining economic life.
25. Copies of construction cost data including, section and pages of cost manual (date of estimate or date of publication of cost manual must be provided if not indicated on page), copies of cost estimate if provided from another source, and supporting calculations including worksheets or spreadsheets.
26. In part-take situations, a discussion of special benefit and severance damages.
27. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit and discuss the effect of title exceptions on fair market value. If unavailable, the appraisal should be made contingent upon review of the preliminary title report and the assumption that there is no affect on value.
28. Implied dedication statement.
29. Reconciliation and final value estimate. Explain and support conclusions reached.
30. Signed Certification consistent with language found in USPAP.
31. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.
32. On occasions where properties involve personal property, business interests, water rights, minerals, or merchantable timber separate valuations may be necessary. If the Appraiser determines that there are such property interests or rights requiring a separate valuation, the appraiser shall notify his/her client. The client may choose to modify the appraisal request to include a separate valuation by an appropriate credentialed subject matter specialist. In such cases, the appraisal package submitted to DGS for review should include the real estate appraisal and a separate appraisal/valuation of the personal property, business interests, water rights, minerals, or merchantable timber by a credentialed subject matter specialist, together with a review of this separate appraisal/valuation by a second credentialed subject matter specialist.

END OF EXHIBIT F

END OF AGREEMENT