

ADDENDUM # 1 to ATTACHMENT 1

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET

AGREEMENT NUMBER TBD
FEDERAL EMPLOYER ID NUMBER TBD

1. In this Agreement, the term "Consultant" refers to ABC Consulting Company, and the term "Judicial Council" refers to the Judicial Council of California.

2. This Agreement becomes effective as of **TBD** (the "Effective Date") and expires on **TBD**.

3. The purpose of this Agreement is: Environmental Consulting Services under which Work Orders will be issued for specified services.

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

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

Exhibit A – Standard Provisions
 Exhibit B – Special Provisions
 Exhibit C – Payment Provisions
 Exhibit D – Statement of Work

Exhibit E – Key Personnel
 Exhibit F – Work Authorization Form
 Exhibit G – Work Order Form

Judicial Council's SIGNATURE	CONSULTANT'S SIGNATURE
Judicial Council of California	CONSULTANT'S NAME <i>(if Consultant is not an individual person, Judicial Council whether Consultant is a corporation, partnership, etc.)</i> ABC Consulting Company
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i>
SAMPLE ONLY – DO NOT SIGN	
ADDRESS Attn: Branch Accounting & Procurement 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS 1234 Jones Court Suite 100 Anywhere, CA 95630

**STANDARD PROVISIONS
(EXHIBIT A)**

1. Indemnification

- A. Consultant shall indemnify, protect, and hold free and harmless the Judicial Council, the Judicial Council of California, the Judicial Council's trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their agents, representative, officers, consultants, employees, representatives, and volunteers (the "indemnified parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, delays, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Consultant, its directors, officials, officers, employees, Consultants, Subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Consultant's liability as to the active or sole negligence or willful misconduct of the Judicial Council.

- B. Consultant shall defend and pay all costs, expenses and fees to defend the Indemnified Parties, from any and all Claim(s), to the extent that the Claim(s) arises out of, pertains to, or relates to the alleged negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), errors or omissions, or willful misconduct of Consultant, its directors, officials, officers, employees, Consultants, Subconsultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. Consultant must pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Consultant must also reimburse Judicial Council for the cost of any settlement paid by Council arising out of any Claim. Consultant must reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by this agreement to indemnify. Consultant's obligation to indemnify is not restricted to insurance proceeds, if any, received by the indemnified parties. The Judicial Council has the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties.

2. Relationship of Parties

The Consultant and the agents and employees of the Consultant, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council of California.

3. Termination for Cause

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

- B. If, after Notice of termination for default of this Agreement, it is determined for any reason under this provision, the obligations of Judicial Council shall be to pay only for the services rendered at the rates set forth in the Agreement.
- C. The rights and remedies of either Party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

Consultant may not assign an Agreement, in whole or in part, without the prior written consent of the Project Manager. Consent may be granted or withheld in the absolute discretion of Judicial Council. Any attempted assignment without the prior written consent of Judicial Council is void. No assignment will release Consultant from its duties under an Agreement.

5. Time of Essence

Time is of the essence in the Consultant's performance of this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the Parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the Parties.

7. Consideration

The consideration to be paid to the Consultant under this Agreement shall be full compensation for all the Consultant's time, materials, costs and expenses incurred in the performance of this Agreement unless otherwise expressly provided.

END OF STANDARD PROVISIONS (EXHIBIT A)

**SPECIAL PROVISIONS
(EXHIBIT B)**

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **“Acceptance”** means the written acceptance issued to the Consultant by Judicial Council after the Consultant has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, the Acceptance of the Work provision set forth in this exhibit.
- B. **“Administrative Director”** refers to that individual or authorized designee, empowered by Judicial Council to make final and binding executive decisions on behalf of Judicial Council.
- C. **“Amendment”** means a written document issued by Judicial Council and signed by the Consultant which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in any not to exceed amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- D. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to Judicial Council’s business or the business of its Members. Confidential Information does not include (i) information that is already known by the receiving Party, free of obligation of confidentiality to the disclosing Party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving Party in breach of this Agreement; (iii) information that is independently developed by the receiving Party without reference to the Confidential Information; and (iv) information that the receiving Party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing Party.
- E. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between Judicial Council and the Consultant, as attached to and incorporated by a fully executed Standard Agreement Coversheet. The terms “Contract” or “Contract Documents” may be used interchangeably with the term **“Agreement.”**
- F. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by Judicial Council to the Consultant for performance of the Work, in accordance with the Contract Documents.
- G. **“Consultant”** means the individual, subsidiaries, association, partnership, firm, company, consultant, corporation, or combination thereof, including joint ventures, contracting with Judicial Council to do the Contract Work. The Consultant is one of the Parties to this Agreement.
- H. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. **“Day”** means calendar day, unless otherwise specified.
- J. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Consultant shall complete and deliver or submit to Judicial Council for acceptance.
- K. **“Executive Office”** refers to the Administrative Director of the Courts, the Chief of Staff, the Chief Administrative Officer, and the Chief Operating Officer.
- L. **“Force Majeure”** means a delay which impacts the timely performance of Work for which neither the Consultant nor Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the Party. Acts of Force Majeure include, but are not limited to:

- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a Party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- M. “**Judicial Council**” refers to the Judicial Council of California.
- N. “**Key Personnel**” mean the Consultant’s personnel named in Exhibit E, Consultant’s Key Personnel, whom Judicial Council has identified and approved to perform the Work of the Contract. Roles of Key Personnel are set forth in Exhibit E, Consultant’s Key Personnel.
- O. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- P. “**Notice**” means a written document initiated by the authorized representative of either Party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other Party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other Party’s authorized representative, which shall be effective on the date of service.
- Q. “**Party**” means either Judicial Council or Consultant, as the case may be.
- R. “**Project Manager**” refers to Judicial Council’s assigned representative or designee responsible for the oversight of all Consultant activities/services.
- S. “**Project**” refers to all activity relative to this Agreement including activity of the Consultant, its SubConsultants, Judicial Council and Judicial Council’s representatives.
- T. “**Standard Agreement Coversheet**” or “**Standard Amendment Coversheet**” means the form used by Judicial Council to enter into agreements or amendments with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet or Standard Amendment Coversheet, together with the integrated Contract Documents, shall each represent the Agreement or Amendment as an individual “**Contract Counterpart.**”
- U. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which Judicial Council may require the Consultant to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- V. “**SubConsultant**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Consultant, or with any SubConsultant of any tier for the performance of any part of the Agreement. When Judicial Council refers to SubConsultant(s) in this document, for purposes of this Agreement and unless otherwise expressly Judicial Council, the term “SubConsultant” includes, at every level and/or tier, all SubConsultants, sub-consultants, suppliers, and materialmen.
- W. “**Task(s)**” means one or more functions, if specified in the Contract to be performed by the Consultant for Judicial Council.

- X. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, SubConsultant, or combination thereof, including joint ventures, other than Judicial Council or the Consultant, which is not a party to this Agreement.
- Y. **“Transition Period”** means a period of time commencing (i) three months prior to the expiration of this Agreement or on an earlier date as Judicial Council may request and Consultant may agree, (ii) upon any notice of termination or non-renewal of this Agreement, or (iii) three months prior to any other ceasing of services under this Agreement, as applicable, and continuing through the effective date of expiration, termination or cessation, but for no less than three months. Notwithstanding the foregoing, in no event shall the Transition Period extend more than 60 days beyond the effective date of termination, regardless of the reason for the termination.
- Z. **“Transition Plan”** refers to the plan set forth in this Agreement as necessary to allow the Work to continue without interruption or adverse effect and facilitate the orderly transfer of the Work to Judicial Council or Judicial Council’s designee.
- AA. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Consultant to the satisfaction of Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Consultant shall complete all Work specified in these Contract Documents to Judicial Council's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, Judicial Council may terminate this Agreement at any time upon providing the Consultant written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Consultant shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If Judicial Council terminates all or a portion of this Agreement other than for cause, Judicial Council shall pay the Consultant for the fair value of satisfactory services rendered before the termination, not to exceed the total not to exceed amount.

4. Judicial Council's Obligation Subject to Availability of Funds

- A. Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. Judicial Council may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, Judicial Council may terminate this Agreement in whole or in part, upon written Notice to the Consultant. Such termination shall be in addition to Judicial Council's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. Judicial Council will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Consultant shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. Judicial Council may, at any time, by written Notice to the Consultant, require the Consultant to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Consultant, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, Judicial Council shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Consultant shall resume Work. Judicial Council shall make an equitable adjustment in the delivery schedule, the not to exceed amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Consultant's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Consultant asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if Judicial Council decides the facts justify the action, Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or Judicial Council's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, Judicial Council shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. Judicial Council shall not be liable to the Consultant for loss of profits because of the Stop Work Order issued under this provision.

6. Agreement Administration/Communication

- A. Project Manager.
 - i. The responsibilities of Judicial Council's Project Manager or designee include but are not limited to the following:
 - a) Acts a liaison between the Consultant and Judicial Council pertaining to the Work to be Performed under this Agreement;
 - b) Monitors and evaluates the Consultant's performance;

- c) Proactively assists with resolution of issues; and
- d) Oversees all Consultant activities/services.

B. Designee.

- i. Any designees shall be set forth in writing for the benefit of the other party.

C. Notices.

- i. Any notice from the Consultant to Judicial Council shall be in writing. Notice shall identify the Agreement number or if Notice applies to a Work Order, the Work Order number should be cited. Notice shall be delivered as follows:

TBD, Project Manager
Judicial Council of California
Environmental Compliance & Sustainability
280 Gateway Oaks, Suite 400
Sacramento, CA 95833-3509

- ii. Notice from Judicial Council to the Consultant shall be directed in writing to:

TBD Name
TBD Address

- D. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Consultant shall be at the Consultant's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.

7. Standard of Professionalism

The Consultant shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

8. Acceptance of the Work

- A. In addition to any specific criteria specified in an authorized Work Order, Judicial Council's Project Manager will apply the following criteria in determining acceptance of the Work:

- i. Timeliness: The Work was delivered on time;
- ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
- iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard), and concepts are presented logically and clearly.

- B. The Consultant shall provide the Work to Judicial Council, in accordance with direction from the Project Manager. Judicial Council shall accept the Work, provided the Consultant has delivered the Work in accordance with the Criteria. Judicial Council's acceptance of the Work shall be evidenced by a written notice of Acceptance and no other act or communications, or absence of the same shall be construed as an Acceptance.

9. Consultant's Personnel and Replacement of Personnel

- A. Judicial Council reserves the right to disapprove the continuing assignment of any of the Consultant's personnel provided to Judicial Council under this Agreement if in Judicial Council's opinion, either the performance of the Consultant's personnel is unsatisfactory, or

continued assignment of any of Consultant's personnel is not in the best interest of Judicial Council. Judicial Council agrees to provide Notice to the Consultant in the event it makes such a determination. If Judicial Council exercises this right, the Consultant shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.

- B. If any of the Consultant's Key Personnel become unavailable, or are disapproved in accordance with subparagraph A, above, during the term of this Agreement, the Consultant shall immediately assign replacement personnel acceptable to the Project Manager, possessing equivalent or greater experience and skills as that demonstrated in the resume set forth in Exhibit E, Consultant's Key Personnel.
- C. The Consultant shall endeavor to retain the same individuals on the Project during the performance of the Work of this Agreement. However, the Consultant may, with approval of the Project Manager, introduce personnel to the Project with specific skill sets or release personnel from the Project whose skill set is not needed at the time, except for the Consultant's point of contact.
- D. If any of the Consultant's Key Personnel become unavailable or are disapproved and the Consultant cannot furnish a replacement acceptable to Judicial Council, Judicial Council may terminate this Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

10. Assignments or Subcontracting

- A. This Agreement is based upon the unique expertise of the Consultant. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions section 4, it is the policy of Judicial Council to withhold consent from proposed assignments, subcontracts, or notations when such transfer of responsibility would operate to decrease Judicial Council's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Consultant without the express written consent of Judicial Council, and any attempt by the Consultant to assign or subcontract any performance of this Agreement without the express written consent of Judicial Council shall be void and shall constitute a breach of this Agreement. If the Consultant is authorized by Judicial Council to subcontract or assign, all the terms of this Agreement shall be included in such subcontract or assignment and all billing must come from the Consultant.

11. Warranty of Consultant

- A. The Consultant warrants and represents that each of its employees, independent Consultants or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Consultant further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to Judicial Council, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.
- B. Consultant warrants that it is properly licensed and/or certified under the laws and regulations of the Judicial Council of California to provide all the Services that it has herein agreed to perform.
- C. Consultant certifies that it is aware of the provisions of the California Labor Code including, without limitation, section 1720, et seq., section 1770, et seq., and section 1771.1 that require the payment of prevailing wage rates to certain classes of trade labor, the registration of Consultants, Subconsultants and Subconsultants, and other requirements. The Consultant agrees to fully comply with and to require its Subconsultants to fully comply with all applicable prevailing wage requirements of the California Labor Code.

- D. Consultant also acknowledges that, for purposes of Labor Code section 1725.5, some of its Services may be a public work to which Labor Code section 1771 applies. That portion of the Services is therefore subject to compliance monitoring and enforcement by the Department of Industrial Relations. Construction Manager must comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Construction Manager's Subconsultants (as defined as "SubConsultants" by Labor Code section 1722.1) must, to the extent required, comply with Labor Code section 1725.5 to be qualified to bid or propose on, be listed in a proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance under this Agreement. Construction Manager represents to the Council that all "SubConsultants" (as defined by Labor Code section 1722.1), to the extent required, are registered pursuant to Labor Code section 1725.5.

12. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Consultant. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement or Amendment Coversheet.

13. Accounting System Requirement

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

14. Retention of Records

The Consultant shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with Judicial Council and Federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Consultant is also obligated to protect Data adequately against fire or other damage. The Consultant shall ensure that all Sub-consultant(s) are bound by provisions of this Section.

15. Audit

The Consultant shall permit the authorized representative of Judicial Council or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to Judicial Council under this Agreement. The Consultant further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

16. Safety

- A. Consultant shall retain full responsibility for the safety of all persons employed or contracted by Consultant, its SubConsultants, or suppliers.
- B. Consultant must comply with the safety and security standards and provisions of all applicable local, state and federal laws and building and construction codes related to performing its Services, including the provisions of the Title 8 of the California Code of Regulations, California Construction Safety Orders and all revisions, amendments and regulations thereto.
- C. When working on Judicial Council construction site where the project is in the course of construction, Consultant and its SubConsultants must understand and comply with the requirements of general Consultant's (Consultant's) project site safety program.

17. Insurance Requirements

A. General Requirements for Consultant's insurance that is required during the term of the Agreement:

- i. Consultant shall maintain the required insurance for its operations with an insurance company or companies that are rated "A- VII" or higher by A.M. Best's key rating guide and authorized to do business in the Judicial Council of California. If the Consultant is a public agency, the insurance may be provided through a joint power authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.
- ii. For all insurance policies required by this Section 17 the Consultant shall declare any deductible or self-insured retention (SIR). Any deductible or SIR shall be clearly stated on the appropriate certificate of insurance.
- iii. If self-insured, the Consultant agrees to administer its self-insurance program in a commercially reasonable manner to ensure the availability of funds to cover losses required to be insured against by the Consultant under the terms of this Section 17.
- iv. Consultant, prior to commencement of the services, shall provide the Judicial Council with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Judicial Council, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the Judicial Council of California and the Judicial Council of California and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.
- v. The Certificates of Insurance shall be addressed as follows:

Judicial Council of California
Manager, Branch Accounting & Procurement
455 Golden Gate Ave., 6th Floor
San Francisco, CA 94102-3688

- vi. All insurance policies required under this Section shall be in force until the end of the term of this Agreement or completion of the services, whichever comes later.
- vii. If the insurance expires during the term of the Agreement, the Consultant shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or the Consultant may be declared in breach of the Contract. The Judicial Council reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Judicial Council. Consultant must provide renewal insurance certificates and signed policy endorsements to the Judicial Council at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.
- viii. In the event the Consultant fails to keep in effect the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- ix. The Commercial General Liability and Automobile Liability insurance required by the "Insurance Requirements" herein below, as well as any Excess/Umbrella Liability insurance that Consultant maintains in compliance with the terms of this Section 17 shall be endorsed to include the Judicial Council of California, the Judicial Council of California, and their respective elected and appointed officials, judges, officers, and employees as additional insureds, but only with respect to liability assumed by Consultant under the terms of this Agreement or liability arising out of the performance of the Services.
- x. Consultant, and any insurer (by policy endorsement) providing insurance required under the terms of this Section 17, shall waive any right of recovery or subrogation it may have against the Judicial Council of California, the Judicial Council of California, and their respective elected

and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Consultant under this Agreement.

- xi. All insurance policies required under this Section 17 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days' prior written notice to the Judicial Council. Notice to the Judicial Council of cancellation or material change is the responsibility of the Consultant.
- xii. Consultant shall be responsible for and may not recover from the Judicial Council of California, or the Judicial Council of California, any deductible or self-insured retention that is connected to the insurance required under this Section 17.
- xiii. The insurance required under this Section 17 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the Judicial Council of California or the Judicial Council of California.
- xiv. The cost of all insurance required by this Section 17 is the sole responsibility of the Consultant, and is a component part of the Consultant's agreed compensation.
- xv. Consultant shall require insurance from SubConsultants and their Sub-subconsultants with substantially the same terms and conditions as required of the Consultant under "Insurance Requirements" herein below and with limits of liability, which in the opinion of the Consultant are sufficient to protect the interests of the Consultant, Judicial Council of California and the Judicial Council.

B. Insurance Requirements: From the beginning of the performance of the Services, the Consultant shall maintain, at a minimum and in full force and effect, the following insurance:

- i. **Commercial General Liability:** Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$5 million per occurrence and a \$5 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent Consultants, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
- ii. **Commercial Automobile Liability:** If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
- iii. **Workers' Compensation and Employers Liability:** Statutory Workers' Compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions where applicable and Employers Liability insurance with limits 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.
- iv. **Professional Liability Insurance:** Professional Liability insurance covering the Consultant's acts, errors, and omissions committed or alleged to have been committed, which arise out of rendering or failure to render the Services required under this Agreement. The policy shall provide limits of not less than \$2,000,000 million per claim or per occurrence and \$2,000,000 million annual aggregate. If the policy is written on a "claims made" form, the Consultant shall continue the coverage, either through policy renewals or the purchase of an extended discovery period, if such extended discovery period is available, for not less than three (3) years from the date of the completion of the Services. The retroactive date or "prior acts date" of any such "claims made" policy must be no later than the date that Services commence on the Project.

18. Liability of Judicial Council

- A. Other than as provided in this Agreement, Judicial Council's obligations under this Agreement are limited to the payment of the Fee provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event will Judicial Council be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- B. Judicial Council shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even if the equipment was furnished or loaned to Construction Manager by the Judicial Council.
- C. The Consultant hereby waives any and all claim(s) for recovery from the Judicial Council under this Agreement, which loss or damage is covered, whether paid or unpaid, by valid and collectible insurance policies or programs of self-insurance.
- D. Neither the members of the Judicial Council of California, nor any other officer or employee of the Judicial Council will be personally responsible for liabilities arising under the Agreement.

19. Confidentiality

- A. Both Judicial Council and the Consultant acknowledge and agree that in the course of performing the Work under this Agreement, Judicial Council may disclose Confidential Information to the Consultant.
- B. The Consultant agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Consultant may disclose Judicial Council's Confidential Information on a "need to know" basis to employees and SubConsultants of the Consultant performing services for Judicial Council. All such employees and SubConsultants of the Consultant shall have executed a confidentiality agreement with the Consultant requiring a promise of confidentiality concerning the Consultant's clients and business.
- C. The Consultant shall acquire no right or title to the Confidential Information. The Consultant agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Consultant may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

20. Copyrights and Rights in Data

All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Consultant shall be transferred to Judicial Council.

21. Ownership of Results

- A. Unless the Consultant and Judicial Council reach a written agreement to the contrary, the Consultant agrees for itself and its personnel that pursuant to Judicial Council's requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Consultant in the course of or related to providing services to Judicial Council shall be treated as if it were "work for hire" for Judicial Council, and (ii) the Consultant will immediately disclose to Judicial Council all discoveries, inventions, enhancements, improvements, and similar creations (collectively, "**Creations**") made, in whole or in part, by the Consultant in the course of or related to providing services to Judicial Council.

- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with Judicial Council, and the Consultant hereby assigns all right, title, and interest that the Consultant may have in such Data, Materials, and Creations to Judicial Council, without any additional compensation and free of all liens and encumbrances of any type. The Consultant affirms that the amount encumbered under this Agreement for the Work performed includes payment for assigning such rights to Judicial Council. The Consultant agrees to execute any documents required by Judicial Council to register its rights and to implement the provisions herein. Upon Judicial Council's written request, the Consultant shall provide Judicial Council with all this Data within thirty (30) Days of the request.
- C. The Consultant agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Consultant shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of Judicial Council.

22. Protection of Proprietary Software and Other Proprietary Data

- A. Judicial Council agrees that all Data and Materials appropriately marked or identified in writing as proprietary, and furnished hereunder, are provided for Judicial Council's exclusive use for the purposes of this Agreement only. All such proprietary Data shall remain the property of the Consultant. Judicial Council agrees to take all reasonable steps to insure that such proprietary Data are not disclosed to others, without prior written consent of the Consultant.
- B. Judicial Council will use reasonable efforts to insure, prior to disposing of any media, that any licensed Data and Materials contained thereon have been erased or otherwise destroyed.
- C. Judicial Council agrees that it will take appropriate action by instruction, agreement, or otherwise, with its employees or other persons permitted access to licensed software and other proprietary Data, to satisfy its obligations under this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary Data.

23. Limitation on Publication

- A. The Consultant shall not publish or submit for publication any article, press release, or other writing relating to the Consultant's services for Judicial Council without prior review and written permission by Judicial Council's Business Services Manager.
- B. Judicial Council review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, Judicial Council shall provide its reasons for denial in writing.

24. Permits and Licenses

The Consultant shall observe and comply with all federal, Judicial Council, city, and county laws, rules, and regulations affecting services under this Agreement. The Consultant shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

25. Conflict of Interest

A. The Consultant and employees of the Consultant shall not participate in proceedings that involve the use of Judicial Council funds or that are sponsored by Judicial Council if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Consultant and employees of the Consultant shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

B. The Consultant certifies and shall require any Subconsultant to certify to the following:

Former Judicial Council employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from Judicial Council service.

26. Covenant Against Gratuities

The Consultant warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Consultant or any agent, director, or representative of the Consultant, to any officer, official, agent, or employee of Judicial Council with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, Judicial Council will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by Judicial Council in procuring, on the open market, any items which the Consultant agreed to supply, shall be borne and paid for by the Consultant. The rights and remedies of 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 the Contract.

27. Drug-Free Workplace

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

28. Americans with Disabilities Act

By signing this Agreement, Consultant assures Judicial Council that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

29. Governing Law; Jurisdiction

A. This Agreement, and all the rights and duties of Consultant and Judicial Council arising out of or related to this Agreement or to the relationship of Consultant and Judicial Council, are governed by the laws of the Judicial Council 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 Judicial Council, whether based on contract, tort, statute, or anything else.

B. Consultant agrees that any claims that has or may be acquired against Judicial Council shall be commenced in and decided exclusively by a court of competent jurisdiction located in the Judicial Council of California. Consultant agrees to submit to the personal and exclusive jurisdiction of courts located in the Judicial Council of California. Consultant waives all defenses and arguments that the courts located in the Judicial Council of California constitute an inconvenient forum based upon the residence or domicile of Consultant, the location of the Project that is subject of the litigation or the location of witnesses, the location of documents, or anything else.

30. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

31. Waiver

The omission by either Party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other Party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the Party to enforce those provisions later.

32. Signature Authority

The Parties signing this Agreement certify that they have proper authorization to do so.

33. Survival

The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

34. Dispute Resolution

- A. Project Manager Negotiations. The Project Manager and the Consultant's point of contract shall attempt in good faith to informally and promptly resolve any disagreement that arises ("**Dispute**") that can be settled within the limits of authority granted them under this Agreement.
- B. Dispute Notice. If the settlement of a disagreement is beyond the authority allowed the Project Manager and the Consultant's project manager under this Agreement, or if a disagreement has in the opinion of either Party persisted for an undue length of time, either Party may submit a written Notice to the other Party that the Parties will commence the procedure set forth in this provision to resolve the Dispute ("**Dispute Notice**"). The Dispute Notice shall include: (i) detailed factual information and supporting documentation in support of the submitting Party's position; (ii) the specific Agreement provisions on which the Dispute is based; and (iii) if the Dispute involves a cost adjustment, the exact amount of the cost adjustment accompanied by all records supporting the submitting Party's position. The Dispute Notice shall include a written statement signed by an authorized representative of the submitting Party indicating that the Dispute is made in good faith, that the supporting data and documents are accurate and complete, and that the amount requested, if any, accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Dispute, the submitting Party shall promptly comply with reasonable requests for additional information.
- C. Dispute Notice Response. Within fifteen (15) Days of receiving the Dispute Notice, the receiving Party shall provide a written response to the submitting Party's Dispute Notice ("**Dispute Notice Response**"). The Dispute Notice Response shall include: (i) detailed factual information and supporting documentation in support of the receiving Party's position; and (ii) if the Dispute involves a cost adjustment, Judicial Council the exact amount that the receiving Party believes is at issue accompanied by all records supporting the receiving Party's position.
- D. Senior Level Negotiations. If after fifteen (15) Days of receipt of the Dispute Notice Response by the submitting Party or, in the event that the receiving Party fails to timely submit a Dispute Notice Response, either Party may, by providing written Notice to the other Party, request that the Dispute be resolved by direct negotiations between senior level negotiators of the Parties ("**Senior Level Negotiations Notice**"). The senior level negotiators shall meet in person or by phone as often as they deem reasonably necessary to exchange information and attempt to resolve the Dispute within thirty (30) Days after the Senior Level Negotiations Notice is given to the other Party.

- E. Litigation. If the senior level negotiations do not result in resolution of the Dispute, either Party may pursue any legally available remedy.
- F. Confidentiality. All negotiations conducted pursuant to this section 37 are confidential and shall be treated as compromise and settlement negotiations to which California Evidence Code section 1152 applies. The mediation shall be confidential and shall be subject to the provisions of California Evidence Code section 703.5 and sections 1115 through 1128.
- G. Continuation of Work. Pending the final resolution of any Dispute arising under, related to, or involving this Agreement, Consultant agrees to diligently proceed with the performance any Work under Dispute in accordance with the provisions of this Agreement and Judicial Council's instructions. Consultant's failure to diligently proceed with performance in this manner will be considered a material breach of this Agreement.

35. Transition Services

- A. During the Transition Period, the Consultant shall provide to Judicial Council or Judicial Council's designee, in a manner consistent with Consultant's normal business practices, the services set forth in the Transition Plan, if any, or any other services reasonably necessary to enable Judicial Council to obtain from another Consultant, or to provide for itself, services to substitute for or replace the services provided by Consultant under this Agreement without interruption or adverse effect and to facilitate the orderly transfer of the Services to Judicial Council or Judicial Council's designee (collectively, "**Transition Services**"). Consultant shall provide Transition Services to Judicial Council or Judicial Council's designee regardless of the reason for termination or expiration.
- B. Transition Services shall be provided at no cost to Judicial Council or Judicial Council's designated successor except as otherwise provided for in Exhibit C, Payment Provisions.

36. Disabled Veteran Participation

The Judicial Council requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). Consultant must document its DVBE compliance by completing the DVBE Participation Form as set forth in Attachment 7.

37. Agreement Term; Options to Extend

The duration of the Agreement shall be five years, and the Agreement includes two options for mutually agreed two-year extensions. This Agreement is of no force and effect until signed by both parties and all approvals are secured. Any commencement of performance prior to Agreement approval shall be done so at the Consultant's own risk; notice to proceed shall not be official until this Agreement is fully executed.

Options to Extend

- A. The Agreement shall remain in effect from [TBD] through **June 30, 2021 ("Initial Term")**, unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
- C. The parties agree that the Judicial Council may elect to extend the Agreement up to two (2) consecutive optional two-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
 - i. **July 1, 2021 through June 30, 2023 ("First Option Term")**.
 - ii. **July 1, 2023 through June 30, 2025 ("Second Option Term")**.

- D. In the event the Judicial Council elects to exercise an option to extend the Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the Judicial Council's Standard Agreement form.
- E. In the event the Judicial Council under its sole discretion exercises any option Term under this Agreement, any price adjustment may not exceed the percentage change in the 12-month average of the Consumer Price Index (CPI), below.

Bureau of Labor Statistics

http://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths

Consumer Price Index – All Urban Consumers
12-Month Percent Change
Series ID: CUUR0000SA0
Not Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

The rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit C, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

During the initial (5) year term, all prices shall remain fixed. The Judicial Council may negotiate price adjustments applicable during the option period(s) and any agreed upon price adjustments will be set forth in a written amendment to this Master Agreement.

38. **Entire Agreement**

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, and all other communications between the Parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of Judicial Council.

END OF SPECIAL PROVISIONS (EXHIBIT B)

**PAYMENT PROVISIONS
(EXHIBIT C)**

1. Work Order and Contract Amount

- A. The total amount Judicial Council may pay to Consultant under any individual Work Order authorized this Agreement for performing all Work, as well as all Travel and Living Expense and/or Reimbursable Expenses specified therein, shall not in any event exceed the Total Amount Encumbered to Date specified on the face of the Work Order Authorization Form applicable to that Work Order.

The total amount the Judicial Council may pay to Consultant under this Agreement (“Contract Amount”) shall not in any event exceed the total of all Total Amount(s) Encumbered to Date on all Work Orders authorized under this Agreement.

2. Work Order Authorization Process

- A. The Judicial Council will authorize the performance of Work and spending of funds under this Agreement via written Work Order(s) which shall be substantially in the format provided in Exhibit G and authorized as specified in this Work Order process.
- B. The Judicial Council's Project Manager will provide Consultant with an unsigned Work Authorization Form, describing the Work to be performed. The Judicial Council will complete the parts 1 and 2 of the form as follows:
- i. Describe in full the Services requested, including the location(s) at which they will be performed.
 - ii. Requested beginning and end dates for the Work.
 - iii. Designate whether the Work requested shall be performed on a Fixed Price Basis or a Time and Materials Not to Exceed Basis.
 - iv. When complete, the Judicial Council's Project Manager will submit the unsigned Services Request Form to Consultant's Project Manager via e-mail.
- C. Upon receipt, Consultant will, based upon the Services requested by the Judicial Council shall, in coordination with and with the agreement of the Judicial Council's designated Project Manager complete part 3 of the form:
- i. Assign and Provide Name and Address information of the Consultant's Project Manager who will be assigned to this Work Order.
 - ii. Provide a Statement of Work. Provide a narrative work plan specifying the responsibilities of the parties and the Key Personnel with regard to performance of the Work, including any assumptions and/or conditions applicable to performance of the Work
 - iii. If agreed to, provide revised start and completion dates for the Work, or provide a detailed Project Schedule detailing the critical path responsibilities for the Project.
 - iv. Provide a list of Key Personnel who will be assigned to perform the Work. Identify any SubConsultant personnel as such.
 - v. In the pricing section of the form, if the Work is to be performed on a Times and Materials Not-To-Exceed basis, provide titles of personnel that will perform the Work, expected hours of Work, applicable Hourly Rate, and total amount for each personnel.

- vi. Upon completion, Consultant shall submit the signed Work Authorization to Judicial Council's Project Manager via e-mail.
- D. Consultant's submitted Work Authorization is available for acceptance and may not expire or be revoked for sixty (60) Business Days following the date submitted to Judicial Council's Project Manager.
- E. If the Judicial Council accepts the Work Authorization, the Judicial Council will notify the Consultant and authorize issuance of a Work Order, in the format of Exhibit G.
- F. The execution of the Work Order by Judicial Council and the Consultant shall authorize the Work as specified. Any commencement of Work or any expenditure made prior to Consultant's receipt of a signed Work Order shall be made at Consultant's sole risk.
- G. The Judicial Council Project Manager named in the Work Order shall monitor and evaluate Consultant's performance. All requests and communications between Judicial Council and the Consultant regard the Work must be made through Judicial Council's designated Project Manager.
- H. Compensation shall be on either a Firm Fixed Price basis or Time and Materials Not-to-Exceed price, set forth in Table 1; or not to exceed the amounts per Task at the billing rates in Table 2, as appropriate.

3. Proposed Payments For Services

- A. Table 1 gives a brief description of firm fixed price work that Judicial Council needs. Each Consultant shall furnish without limitation all necessary labor, material, hardware, software, tools, and equipment to complete the work as described in this document and future scopes of services. Each Consultant will use available codes, regulations, professional standards, accepted best practices, and other relevant knowledge to provide the service to the standard level of professional service. Please provide pricing for Task 1 as specified.
- B. For performing time and materials Work of this Agreement, the Judicial Council shall compensate the Consultant for the actual cost at the rate per hour set forth in Table 2. The Consultant shall not charge nor shall the Judicial Council pay any overtime rate.
- C. The hourly rates, time and material not-to-exceed and firm fixed price amounts set forth in Tables 1 and 2 of this Exhibit shall be fully burdened and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Consultant for services rendered to the Judicial Council.

Table 1. Proposed Services

Task #	Proposed Services	Price
1	Conduct Phase 1 Environmental Site Assessment (firm fixed price)	TBD

Table 2. Hourly Fee Schedule

Consultant's Personnel	Hourly Billing Rate
Principal-in-Charge	\$@.00

Program Manager	\$@.00
Project Manager	\$@.00
TBD	\$@.00
TBD	\$@.00
TBD	\$@.00
TBD	\$@.00
TBD	\$@.00

- D. The Judicial Council will reimburse non-travel expenses based on paid invoices provided that Consultant obtained the required approval from Judicial Council Project Manager before the expenses occurred. Non-travel expenses include filing fees of regulatory agencies, permit fees, and report recording fees. Judicial Council will reimburse travel expenses in accordance with Judicial Council of California policies for reimbursement of Judicial Council of California staff in effect at the time of the expenses.

JUDICIAL COUNCIL TRAVEL GUIDELINES:

For necessary air transportation, the Judicial Council will reimburse the Consultant for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.

- a) For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly Judicial Council Board of Control) California Department of Human Resources guidelines, the Judicial Council will reimburse lodging expenses incurred while traveling, at Consultant's actual cost. Lodging costs may not exceed \$150 (per day per person), plus tax and energy surcharge in San Francisco County; \$125 (per day per person), plus tax and energy surcharge in Monterey and San Diego Counties; \$120 (per day per person), plus tax and energy surcharge in Los Angeles, Orange and Ventura Counties; \$140 (per day per person), plus tax and energy surcharge in Alameda, San Mateo, and Santa Clara Counties; or \$110 (per day per person), plus tax and energy surcharge in all other California counties.
- b) The Judicial Council shall reimburse meals at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$8.00; lunch~\$12.00; dinner~\$20.00; and/or incidentals (for each full 24-hour trip) ~\$6.00.
- c) For necessary private vehicle ground transportation usage, the Judicial Council will reimburse the Consultant at the applicable IRS-approved rate per mile.
- d) Upon the Project Manager's request, the Consultant shall provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.

4. Other Expenses

Judicial Council shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative and operating expenses incurred during the performance of this Agreement.

5. Taxes

Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Consultant's or any Subconsultant's employees' wages. Judicial Council will pay for any applicable Judicial Council of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement including any surplus or excess lines and similar taxes. If requested by the Consultant, Judicial Council shall provide the Consultant proof of its tax-exempt status.

6. Method of Payment

- A. The Consultant shall submit an invoice for Work provided upon completion as set forth in Exhibit D, Judicial Councilment of Work. After receipt of invoice, Judicial Council will either approve the invoice for payment or give the Consultant specific written reasons why part or all of the payment is being withheld and what remedial actions the Consultant must take to receive the withheld amount.
- B. Judicial Council will make payment in arrears after receipt of the Consultant's properly completed invoice. Invoices shall clearly indicate the following:
 - i. The Work Order number;
 - ii. An unique invoice number;
 - iii. The Consultant's name and address;
 - iv. Taxpayer identification number (the Consultant's federal employer identification number);
 - v. Description of the completed Work, including services rendered, hours worked, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The contractual charges, including the appropriate rate(s) or firm fixed prices(s) allowable under this Contract; and
 - vii. Preferred remittance address, if different from the mailing address.
- C. The Consultant shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
c/o Accounts Payable
455 Golden Gate Avenue
San Francisco, CA 94102-3688
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Consultant or the person furnishing the supplies or services.

7. Disallowance

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

8. Payment Does Not Imply Final Acceptance of Work

The granting of any payment by Judicial Council as provided in this Exhibit shall in no way lessen the liability of the Consultant to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to Exhibit D, Work to Be Performed, shall be rejected and shall be replaced by the Consultant without delay.

END OF PAYMENT PROVISIONS (EXHIBIT C)

**STATEMENT OF WORK
(EXHIBIT D)**

Consultant shall, as authorized, provide the Work as specified in the Statement of Work (SOW) and as may be further specified in Work Orders authorized under this Agreement. The dates of performance and schedule applicable to the provision of the Work under this Agreement will be provided in individual issued Work Orders.

Consultant agrees to provide or perform, as specified in this Agreement, the following Work set forth in this section, and as further elaborated in Work Orders when authorized under this Agreement, as well as any other services that are necessary, normal, customary, or incidental to the performance of Consultant's responsibilities. Work Order may contain additional terms and conditions regarding the Work that is applicable only to the issued Work Order, however, no provision of the Work Order may act to modify or may conflict with the terms con conditions of this Agreement.

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

- 1) Conduct Phase 1 Environmental Site Assessment
- 2) Conduct Phase 2 Environmental Site Assessment
- 3) Conduct Phase 3 Environmental Site Assessment
- 4) Conduct site visits to identify issues and collect data for environmental concerns for facility operations and occupancy.
- 5) Conduct inspections and manage field remedial clean-up activities including storage and transport of hazardous materials/hazardous waste.
- 6) Conduct monitoring and manage clean-up of air, soil, and water/groundwater resources;
- 7) Provide storm water-related monitoring and inspections for Construction General Permits and Municipal Separate Storm Sewer System (MS4) Permits
- 8) Conduct inspections and review compliance activities for underground storage tanks and aboveground storage tanks (including associated lines, pumps, and other infrastructure)
- 9) Prepare spill protection and prevention plans and reports, emergency response reports, worker's health and safety assessments and reports, and injury and illness plans and reports.
Conduct inspections and prepare regulatory compliance documents for the equipment and materials that are available in Judicial Branch facilities such as comfort cooling and refrigeration equipment,
- 10) boilers, diesel engine-powered generators, diesel engine-powered fire pumps, underground storage tanks or aboveground storage tanks, hydraulic fluid-related components of elevators, stormwater and potable water infrastructure, and pressure vessels.
- 11) Prepare surveys, reports, and specifications for identification and eventual removal of asbestos-containing material (ACM), lead-based paint (LBP), and polychlorinated biphenyls (PCBs)
- 12) Provide oversight activities during hazardous waste abatement activities including consultant selection, managing permits, managing abatement work, and performing close-out activities
Assist Judicial Council with selection of Consultants and sub-consultants to conduct environmental
- 13) work and provide review and recommendations on the reports, documentation and work outputs provided by other entities.
- 14) Represent Judicial Council's interests in meetings with environmental regulatory agencies and others as requested.

END OF ATTACHMENT (EXHIBIT D)

**CONSULTANT'S KEY PERSONNEL
(EXHIBIT E)**

The following individuals, or equivalent as approved pursuant to Exhibit B, Special Provisions, paragraph 9, Consultant's Personnel and Replacement of Personnel, shall be the Key Personnel designated to perform and function in a key capacity in managing the work of the Contract:

Name of Key Staff	Title or Position
TBD	TBD
TBD	TBD
TBD	TBD

END OF CONSULTANT'S KEY STAFF (EXHIBIT E)

EXHIBIT F

WORK AUTHORIZATION FORM (Sample)

SAMPLE WORK AUTHORIZATION FORM AND STANDARD WORK ORDER

Date: May 1, 2016

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

TBD
Senior Facilities Analyst
TBD@jud.ca.gov
(916) 123-4567

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

PART 1: GENERAL INFORMATION

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

SPECIAL INSTRUCTIONS:

- 1) The point of contact at the Judicial Council for further information is TBD (Project Manager) (TBD@jud.ca.gov). Please copy TBD (TBD@jud.ca.gov) on all correspondence.
- 2) Consultant to provide actual work schedule to Judicial Council, prior to starting the project.

PART 2: REQUESTED SERVICES

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

REQUESTED BY:

TBD, Senior Facilities Analyst
Office of Real Estate and Facilities Management
Judicial Council of California
2860 Gateway Oaks, Suite 400
Sacramento, CA 95833-3509
(916) xxx-xxxx

Date _____

PART 3: CONSULTANT'S PROPOSAL

(To be completed by Consultant and returned to the Judicial Council)

1.	<input type="checkbox"/> General Consulting Support <ul style="list-style-type: none"> • Interact and strategize with the Judicial Council Project Team for the purpose of: <ol style="list-style-type: none"> a. Providing support for and development of real property transfer strategies and procedures for implementing the strategies; b. Providing support for review/development of Memoranda of Understanding (MOUs) between the Judicial Council and counties; and c. Developing standard templates for environmental due diligence reporting, property condition assessment reporting, etc. • Coordinate technical activities for this Work Authorization with other Judicial Council activities at Court facilities. • Provide assistance, guidance, and review of overall policy development with help of Judicial Council's extended transfer team members. 	Rate	Est. Hrs.	Amount
2.	<input type="checkbox"/> Negotiations Support <ul style="list-style-type: none"> • In conjunction with Judicial Council's legal and business staff, review and provide input on draft documents, agreements and other documents, to assist in transfer process. Consultant shall provide such support. • Participate in internal Judicial Council meetings, along with other Judicial Council Consultants, to discuss court requirements and resulting strategy. Consultant will provide such support at facilities, with no travel, as meetings are in San Francisco or by conference call. 	Rate	Est. Hrs.	Amount
3.	<input type="checkbox"/> Due Diligence <ul style="list-style-type: none"> • Provide compliance characterization and remedial activities for asbestos, lead based paint surveys, mold, PCBs, florescent light bulbs, underground vaults and storage tanks, radon gas and other hazardous materials. As actual costs cannot be estimated at this time due to lack of site specifics, the Consultant shall provide a level-of-effort for initial site reconnaissance and inspection/sampling. • Conduct site surveys to determine the property boundaries and verification of historic use of the facility. • Other (please describe) Provide designated services as requested in the work authorization solicitation. 	Rate	Est. Hrs.	Amount
4.	<input type="checkbox"/> Operations and Management Support <ul style="list-style-type: none"> • Provide environmental and health safety & compliance support. As actual costs cannot be estimated at this time due to lack of site specifics, the Consultant shall provide a level-of-effort of sixteen (16) hours per facility, with no travel. <p>Review existing permits and operations of the facility to access the actual or potential impact to the transfer. The Consultant shall provide a level-of-effort of eight (8) hours per facility, with no travel.</p>	Rate	Est. Hrs.	Amount
Total Not to Exceed Amount or Firm Fixed Fee Amount:				

Time to complete: _____

Key Personnel List:

Consultant's Project Manager: _____

Other Key Personnel (list if applicable): _____

CONSULTANT: _____ (Consultant Name)

BY: _____
[Signature of Authorized Agent of Consultant]

PRINTED NAME: _____

TITLE: _____

DATE: _____

Invoices Associated with this Work Authorization

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

Judicial Council_Environmental_Invoice@jud.ca.gov

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

Date:

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

Consultant's Proposal **CP 000**

Judicial Council PO Number: (Determined after contract award.)

Consultant's Invoice Number:

Project Manager/Contact Person:

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

Number of Invoices Submitted to Date: 00

Total Amount Billed to Date \$0.00

Amount Included in Current Invoice \$0.00

Total Amount Remaining After Current Invoice \$0.00

Please remit payment to:

Consultant's Company Name

Attention (name of contact for account related issues)

Address

City, State Zip

Phone

Fax

**STANDARD WORK ORDER FORM
EXHIBIT G - Sample Document**



JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET

WORK ORDER

	WORK ORDER NUMBER TBD
	FEDERAL EMPLOYER ID TBD

1. In this Agreement, the term "Consultant" refers to **ABC Consulting Company**, and the term "Judicial Council" refers to the **Judicial Council of California**.

2. This Agreement becomes effective as of **TBD** (the "Effective Date") and expires on **TBD**.

3. The maximum amount that the Judicial Council may pay Consultant under this Agreement is **\$TBD**.

4. The purpose of this Work Order is:

Authorize Consultant to conduct Environmental Services Consulting for the New Civil Courthouse located in Anywhere, CA.

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

5. This Work Order is issued pursuant to Contract No. MA-BC-D-03 between the Judicial Council of California and the Consultant.

The parties acknowledge that this Work Order (consisting of this coversheet and the attached Service Request Proposal contains the parties' entire understanding related to the subject matter of this Work Order.

Attachment – Service Request Proposal

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.) ABC Consulting Company
BY (Authorized Signature) <i>[Signature]</i>	BY (Authorized Signature) <i>[Signature]</i>
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
SAMPLE ONLY – DO NOT SIGN	
San Francisco, CA 94102	Anywhere, CA 95630

END OF EXHIBIT G