JUDICIAL COUNCIL OF CALIFORNIA

|  |  |  |  |
| --- | --- | --- | --- |
| **STANDARD AGREEMENT COVERSHEET** | | | |
|  | |  | AGREEMENT NUMBER |
|  | |  | **@** |
| FEDERAL EMPLOYER ID NUMBER |
|  | | | **@** |
| 1. | This Agreement is between the Judicial Council of California (“Judicial Council”), and @ (“Consultant”). Judicial Council and Consultant may be individually referred to herein as “Party” or collectively referred to herein as “Parties.” | | |
| 2. | The term of this Agreement shall commence Insert Start Date, 20\_\_ (the “Effective Date”), and terminate on the later of either Insert Stop Date, 20\_\_ (“Initial Term”), or the dates of work pursuant to an authorized Work Order. Owner shall have the option, exercisable upon written notice, to extend this agreement for two (2) additional periods of one (1) year each (“Subsequent Term(s)”). Subsequent Terms shall be authorized by written Notice given by Owner. 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. | | |
| 3. | The title of this Agreement is: Fire Protection and Life Safety Consulting Services, 2018-2021. The agreement number of this Agreement is provided above. The title and number established above is for administrative reference purposes only and does not define, limit, or construe the scope or extent of this Agreement. The scope of the Work that may be undertaken pursuant to Work Orders authorized under this Agreement is provided in Exhibit G, General Scope of Work. | | |
| 4. | The maximum amount payable to Consultant under this Agreement shall not exceed the total of all of the total amount(s) encumbered to date under all Work Orders authorized under this Agreement (the “Contract Amount”). | | |
| 5. | This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior discussions, negotiations and agreements, whether oral or written. Unless otherwise specified in this Agreement, this Agreement may be amended or modified only by an Amendment executed by both Parties. In the event of conflict between the Contract Documents, the following order of precedence shall prevail: (1) the most recently executed Standard Agreement Coversheet pertaining to this Agreement; (2) Exhibits A, B, C, D, E, F, G, H, I, J and K (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). Any provision of an authorized Work Order that contradicts the terms and conditions of this Agreement is null and void, and the provisions of this Agreement alone shall govern. | | |
| 6. | The following documents are individually or collectively referred to as the contract documents (“Contract Documents”): | | |
|  | This signed Standard Agreement Coversheet and any Standard Agreement Coversheets utilized to amend this Agreement;  Exhibit A, Standard Provisions;  Exhibit B, Special Provisions;  Exhibit C, Work Order Authorization Process, Invoicing and Payment Provisions;  Exhibit D, Hourly Rates;  Exhibit E, Services Request Form;  Exhibit F, Work Order Proposal Form;  Exhibit G, General Scope of Work  Exhibit H, Consultant’s Scope of Work  Exhibit I, Background Check Authorization Policy  Exhibit J Request for Payment Form  Exhibit K Geographic Area of Performance | | |
|  |  | | |

*[SIGNATURES ON FOLLOWING PAGE]*

|  |  |
| --- | --- |
| **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.)  @ |
| BY (Authorized Signature)  ✍ | BY (Authorized Signature)  ✍ |
| PRINTED NAME AND TITLE OF PERSON SIGNING  Christine Powlan  Supervisor, Contracts | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE: | DATE: |
| ADDRESS  Judicial Council of California  Branch Accounting and Procurement  Attn: Supervisor, Contracts  455 Golden Gate Avenue, 6th Floor  San Francisco, CA 94102 | ADDRESS |

**EXHIBIT A**

**STANDARD PROVISIONS**

1. **Definitions**
   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. “Actual Cost” means the amount actually paid by Consultant or Consultants’ Sub-Consultant(s) for materials or services procured and necessary to provide the Work. Actual Cost(s) are net of any discount, allowance, or rebate to which Consultant or Sub-Consultant is entitled and, unless otherwise excepted by the provisions of this Agreement, are not subject to any additional fee, charge, or markup of any kind by either Consultant or its Sub-Consultant(s).
      2. “Agreement” refers to this Agreement between the Judicial Council and Consultant, and includes the Contract Documents incorporated by reference..
      3. “Amendment” means a Standard Agreement Coversheet substantially in the format of the Standard Agreement Coversheet used to enter into this Agreement as well as any documents it explicitly references which, when signed by the Parties, shall act to modify the provisions of this Agreement or an authorized Work Order.
      4. “Business Day” means days of the week excluding Saturday and Sunday, and State holidays.
      5. “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.
      6. “Consultant” means the firm contracting with the Judicial Council.
      7. “Court(s)” means one or more of the superior or appellate courts in the State’s court system.
      8. “Deliverable(s)” means and includes any Material(s) provided or to be provided under this Agreement that are explicitly designated as a Deliverable in an authorized Work Order.
      9. “Expenses” means any costs actually incurred or expected to be incurred by Consultant or Consultant’s Sub-Consultants for travel and living, reimbursable items, or hour(s) of employee travel, when and as allowed under the provisions of this Agreement.
      10. “Fixed Price” or “Fixed Price Based” means that a single price, calculated in accordance with the provisions of this Agreement, shall constitute the total compensation that will be paid for all Work, Expenses, Reimbursables, and Employee Travel Cost(s) incurred under an individual Work Order.
      11. “Force Majeure” means a delay which impacts the timely performance of Work or otherwise delays a Project, for which neither Consultant, its Sub-Consultant(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, but are not limited to:
          1. Acts of God or the public enemy;
          2. Acts or omissions of any government entity;
          3. Fire or other casualty for which a Party is not responsible;
          4. Quarantine or epidemic;
          5. Strike or defensive lockout; and
          6. Unusually severe weather conditions.

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

* + 1. “GAAP” means Generally Accepted Accounting Principles.
    2. “Hourly Rate(s)” means the applicable rate(s) per hour identified in and designated by Attachment D to this Agreement.
    3. “Judicial Branch Entity” means the Supreme Court, each Court of Appeal, each superior court, and the Judicial Council.
    4. “Key Personnel” refers to Consultant personnel or personnel of Sub-Consultant(s) that are designated as “Key Personnel” and identified as such by name in an authorized Work Order.
    5. “Lump Sum Payment Methodology” mean that the Work of a Fixed Price Work Order will be compensated in a single payment when all of the Work has been successfully completed.
    6. “Material(s)” means any type of tangible item provided or to be provided to the Judicial Council by Consultant and/or its Sub-Consultants, including but not limited to, written reports, goods, supplies, equipment, and other commodities. Material(s) exclude all software, and Services.
    7. “Notice” means a written document provided in accordance with the provisions of the Section entitled “Notice” set forth in this Exhibit A.
    8. “Payment Methodology” means a methodology that describes the manner in which the Consultant will be paid for the Work. There are four (4) bases of Payment Methodologies that may be used for Work Orders: Percentage of Completion Methodology; Schedule of Values Methodology; Lump Sum Payment Methodology; and Time and Materials Not to Exceed Methodology.
    9. “Percentage of Completion Methodology” mean that the Work of a Fixed Price Work Order will be compensated in monthly payments based on the percentage of the Work completed in the previous calendar month.
    10. “Prevailing Wage” means the prevailing wage for applicable craft and classification of a worker as determined by the California Department of Industrial Relations pursuant to Labor Code section 1770 and 1773.  This amount includes the basic hourly rate for a worker along with any applicable “employer payments” including (i) health and welfare, (ii) pension, (iii) vacation/holiday, (iv) training, and (v) other payments.  If applicable, this amount will include overtime and recognized holidays.  Prevailing Wage as used herein does not include any costs associated with travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9, as such costs are governed by Exhibit C, Section 5 (“Travel and Living Expenses Guidelines”). Notwithstanding anything in this Agreement to the contrary, the Consultant shall be required to ensure its workers are paid all travel and/or subsistence payments as required under Labor Code sections 1773.1 and 1773.9 to the extent applicable.
    11. “Pricing Methodology” means a methodology that will be utilized by Consultant to provide pricing for Work Orders. There are two (2) types of Pricing Methodologies that may be used for Work Orders: Fixed Price Based Methodology and Time and Materials Not to Exceed Based Methodology.
    12. “Project” refers to the totality of Work encompassed or contemplated under an individual authorized Work Order.
    13. “Reimbursable Expense” means expense(s) incurred or to be incurred by Consultant and/or its Sub-Consultant(s) for Reimbursable Item(s).
    14. “Reimbursable Item(s)” or “Reimbursable(s)” means tangible item(s) utilized by Consultant or Sub-Consultants’ employees in the performance of Service(s) or otherwise purchased for the Judicial Council’s use. The cost of any permits obtained by Consultant shall be considered Reimbursable Items.
    15. “Schedule of Values” or “SOV” means a table of information jointly developed and approved by Consultant and the Judicial Council in an authorized Work Order establishing when certain payments of defined amounts for that Work Order are to be made.
    16. “Schedule of Values Methodology” means that the Work of a Fixed Price Work Order will be compensated as specified in a Schedule of Values table in an authorized Work Order. Payments for Work governed by the Schedule of Values Methodology may only be made upon acceptance of a Deliverable or successful completion of a Service.
    17. “Section” means a particular part of the text of this Agreement, as described in the Agreement.
    18. “Service(s)” means and includes Consultant and its Sub-Consultants’ action(s) that are performed or contemplated in authorized Work Orders.
    19. “Services Request Form” refers to the form provided in this Agreement as Exhibit E and issued by Judicial Council to request a Work Order Proposal. The Services Request Form is used solely to request that Consultant provide a Work Order Proposal and shall not form a part of or be incorporated in an authorized Work Order.

* + 1. “Standard Agreement Coversheet” means a printed form substantially in the format of the form used by the Parties to execute this Agreement as well as to authorize Amendments to this Agreement, Work Orders, or Amendments to Work Orders.
    2. “State” refers to the State of California.
    3. “Statement of Work” is a narrative description of Work, arranged in chronological order, specified in the text of a Work Order Proposal and provided in accordance with the provisions of this Agreement.
    4. “Sub-Consultant(s)” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Consultant, or with any Sub-Consultant of any tier, for the performance of Work, in whole or in part, authorized in accordance with this Agreement. When reference is made to any Sub-Consultant(s) in this Agreement, it shall include every level and/or tier, of Consultant’s Sub-Consultants, agents, suppliers, and/or material men.
    5. “Third Party” refers to any individual, organization, agent, or any combination thereof that is not a party to this Agreement.
    6. “Time and Materials Not to Exceed” or “Time and Materials Not to Exceed Based” means Consultant will be compensated for Work actually performed and for Expenses, Reimbursables, and Travel Time actually incurred, as specified in Section 3.7.2 of Exhibit C of this Agreement, and that the amount specified in a Time and Materials Not to Exceed Work Order shall constitute Consultant’s total compensation for all Work, Travel and Living Expenses, Reimbursables, Travel Time Costs, and any other amounts expended to provide the Work of that Work Order, even if those amounts exceed the Time and Materials Not to Exceed Price.
    7. “Travel and Living Expense(s)” means expense(s) for travel and living costs that are actually incurred or that are expected to be incurred by Consultant’s or its Sub-Consultant’s employees in the course of performing the Work specified in an authorized Work Order.
    8. “Travel Time Cost(s)” means amounts to be paid for Consultant or Sub-Consultants hours of time travelling to and from a Project location, or incurred for the purposes specified in Exhibit I of this Agreement.
    9. “Work” includes Services and/or Materials that are provided or that are to be provided under Work Orders authorized under this Agreement.
    10. “Work Order” means a document issued by the Judicial Council to Consultant authorizing the performance of Work and spending of funds under this Agreement. A Work Order shall consist of a Standard Agreement Coversheet accompanied by a Work Order Proposal.
    11. “Work Order Effective Date” means the date on which performance of Work of a specific Work Order shall begin, unless otherwise specified in the Work Order.
    12. “Work Order Expiration Date” means the date upon which performance of the Work of a specific Work Order must be complete.
    13. “Work Order Proposal” refers to the form provided in this Agreement as Exhibit F, which Consultant shall submit to the Judicial Council in response to a Services Request Form in accordance with the provisions of the Work Order authorization process provided in Exhibit C.
    14. “Work Order Term” means the time between and inclusive of a Work Order Effective Date and a Work Order Expiration Date for a specific Work Order.

1. **Relationship of Parties**
   1. Consultant and its employees and Sub-Consultants, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Judicial Council.
   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 or Consultant’s employees and Sub-Consultants.
2. **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 in the form of an Amendment to this Agreement. 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, except as explicitly provided for in the Assignment, 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.

1. **Time of Essence**

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

1. **Validity of Alterations**

Alteration or variation of the terms of this Agreement or an 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 so incorporated herein shall not be binding on any of the Parties. No verbal agreements shall be honored.

1. **Consideration**

The consideration to be paid to Consultant under this Agreement and all Work Orders authorized under it shall in no event exceed the Contract Amount. The consideration to be paid to Consultant under an authorized Work Order shall in no event exceed the amount specified on the most recently signed Standard Agreement Coversheet pertaining to that Work Order. Consultant shall be paid in accordance with the Payment Provisions set forth in Exhibit C as established in an authorized Work Order. The Judicial Council's payments to be made to Consultant pursuant to a Work Order authorized under 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 that Work Order.

1. **Services to Be Provided and Manner of Performance of Work**

Consultant shall provide Work in accordance with the provisions of the Statement of Work included in Work Orders authorized in accordance with this Agreement. Work shall be performed to the Judicial Council's satisfaction, in compliance with this Agreement, and in compliance with the requirements established in individual Work Orders.

1. **Standard of Care**
   1. The Consultant and its Sub-Consultant(s) shall provide the Work in accordance with the standards and criteria specified in this Agreement and any other standards or 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 such Work..
   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 an authorized Work Order.
2. **Indemnification**
   1. The 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”) from any and all claims, lawsuits, losses, costs, liabilities, and damages to the extent caused by any of the following:
      1. Consultant’s or its employees’ or Sub-Consultants’ or Sub-Consultants’ employees’ negligent acts or omissions, or intentional misconduct;
      2. Consultant’s breach of its obligations under this Agreement;
      3. Consultant's or its employees’ or Sub-Consultants’ or Sub-Consultants’ employees’ violation of any applicable law, rule, or regulation;
      4. Claims or lawsuits by a third party, Consultant, Sub-Consultant, supplier, worker, agent or any other person, firm, or corporation furnishing or supplying work, materials, or supplies who may be injured or damaged by the Consultant or any of its employees or Sub-Consultants when such claim arises from, is related to, or is in connection with the Consultant’s operations under this Agreement; and
      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.
   2. The Consultant’s defense obligation under this Section is limited to reimbursement of any expenditure, including reasonable attorney fees and costs, incurred by an Indemnified Party in defending claims or lawsuits, ultimately determined to be due to negligent acts or omissions, or intentional misconduct of the Consultant or any of its employees or Sub-Consultants.
   3. This Section does not require the Consultant to Indemnify an Indemnified Party for such portion of any loss, cost, liability, or damage that arises solely from the negligence or intentional misconduct of an Indemnified Party.
   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.
   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.
3. **Work Guarantee**
   1. Consultant guarantees that the Work shall conform to the standards and criteria established in this Agreement and in authorized Work Order(s). If within a period of 365 calendar days following the date of the final payment for all Work provided under a Work Order, or such longer work guarantee period as may be specified in a Work Order (“Work Guarantee Period”), the Judicial Council identifies defect(s) or deficiencies in any Work provided under that Work Order, Consultant shall, at the Judicial Council’s sole option, remedy the defect(s) and/or deficiencies to the satisfaction of the Judicial Council. Consultant shall have a period of ten (10) Business Days following receipt of a written communication from the Judicial Council’s Project Manager informing Consultant of the existence of a defect or deficiency, or such longer period as the Judicial Council’s Project Manager may allow in writing, in which to provide a cure. 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).
   2. Consultant guarantees that the Work will be performed / provided in accordance with any applicable schedule or within the dates specified for the Work in the Work Order(s).
   3. Consultant guarantees that the Work will be performed in accordance with all applicable laws, codes, and rules as set forth by any authorities having jurisdiction. If a permit is to be procured by Consultant or Consultant’s Sub-Consultant for the Project, Consultant shall submit all required documentation to the satisfaction of the permitting agency.
4. **Acceptance**
   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 Work:
      1. Timeliness: the Work was provided on time and according to schedule;
      2. Completeness: the Work contained all of the attributes and elements required by this Agreement and the Work Order; and
      3. Technical Accuracy: the Work complied with specific standards specified in this Agreement and the Work Order.
   2. The Judicial Council’s acceptance of a Deliverable or notice of successful completion of a Service shall be evidenced only by written Notice provided by the Project Manager named in the Work Order. No other act or communication, or absence of the same, shall be construed as an acceptance. Acceptance or payment by the Judicial Council shall not act to relieve Consultant of its guarantee obligations under this Agreement.
   3. If the Judicial Council’s Project Manager rejects Work, Consultant shall provide a cure in accordance with the provisions of this Agreement.
   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.
5. **Disputes**
   * 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.
     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.
     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.
     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.
     5. Mediation. If the Demand is not resolved by negotiations of the Party’s assigned representatives, the Parties shall submit the dispute to mediation prior to either Party initiating an action in court.
     6. Litigation. If after mediation the Parties have not resolved the dispute, either Party may initiate an action in a court of competent jurisdiction. In the event of litigation of a dispute arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
     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.
   1. Performance during Dispute and Claim Resolution Process. Unless otherwise directed in writing by the Judicial Council, Consultant shall diligently proceed with performance of the Work 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.
6. **Termination**
   1. Termination for Cause.
      1. If the Judicial Council determines that the Consultant has failed to perform Work in accordance with the provisions of this Agreement or of any authorized Work Order or has otherwise materially failed to meet the obligations of this Agreement, the Judicial Council may terminate this Agreement and/or any or all authorized Work Orders in full by providing Notice of termination specifying the reasons for Consultant’s termination.
   2. Termination for Non-Appropriation of Funds.
      1. Funding for the Work Order(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.
      2. By Notice to the Consultant, the Judicial Council may terminate this Agreement and/or any or all Work Orders, in full, 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.
   3. Termination for Convenience.
      1. The Judicial Council shall have the option, at its sole discretion, to terminate this Agreement and/or any or all authorized Work Orders, in full, at any time, for convenience and without cause, upon Notice to the Consultant.
7. **Actions of the Consultant upon Termination**
   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 the Consultant and/or the Judicial Council to any Third Party(ies) that could result from such termination.
   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:
      1. When termination is effective.
      2. When the termination of performance of certain Services and provision of Materials under this Agreement will be effected.
      3. When Sub-Consultants are to be notified of the termination.
      4. Whether the Judicial Council asserts an interest in any not yet complete Materials.
      5. When Consultant is to provide the Judicial Council with any Work or Material created in the course of the performance of Work but that has not yet been provided to the Judicial Council.
8. **Effect of Termination**
   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:

* + 1. Any undisputed amount owed the Judicial Council; and
    2. The amount that Judicial Council reasonably determines necessary to remedy or obtain performance of the Work; and
    3. All costs, expenses, charges or damages incurred by the Judicial Council to obtain performance of the Work
  1. 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:

* + 1. Any accepted Deliverable or successfully completed Service, and
    2. The proportion of Work that Consultant has performed, but that Judicial Council has not yet accepted; and
    3. If the Work Order is priced using the Time and Materials Not to Exceed Pricing Basis, any allowed Reimbursable(s) purchased prior to the effective date of the termination, and any allowed Travel and Living Expenses or Travel Time Costs properly incurred prior to the effective date of termination or necessitated by the termination.

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

All copyrights and rights in any Data, Material(s) or Deliverable(s) produced with funding from this Agreement that may presumptively vest in Consultant are hereby assigned to the Judicial Council.

1. **Judicial Council Ownership of Data**
   1. Everything created, developed or produced in the course of the Consultant’s performance of the Work, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other Material(s) or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by the Consultant for the Judicial Council and are the sole property of the Judicial Council without further employment or the payment of additional compensation to the Consultant.
   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").
   3. To the extent that any of the Data or the Intellectual Property Rights are not works for hire, the Consultant hereby irrevocably assigns its entire right, title and interest in and to all such Data and the Intellectual Property Rights therein, to the Judicial Council.
   4. At the Judicial Council’s request, the Consultant will, without cost to the Judicial Council, assist the Judicial Council in the Judicial Council’s prosecution, perfection, and registration of any or all Intellectual Property Rights in the Data. The 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.
   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 the Consultant or in the possession of any Sub-Consultant upon completion or termination of the Agreement or any authorized Work Order shall be immediately delivered to the Judicial Council. If any Data are lost, damaged or destroyed before final delivery to the Judicial Council, the Consultant shall replace them at its own expense and the Consultant assumes all risks of loss, damage or destruction of or to such Data.
   6. The Judicial Council expressly acknowledges and agrees that the Data to be provided by Consultant under the Agreement may contain certain design details, features and concepts from the Consultant's best practices detail library, which collectively may form portions of the design for the Project, but which separately are, and shall remain, the sole and exclusive property of Consultant. Nothing herein shall be construed as a limitation on the Consultant’s right to re-use such component design details, features and concepts on other projects, in other contexts or for other clients.
   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 authorization of the Consultant, the Judicial Council agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Consultant, and its officers, directors, employees and Sub-Consultants, against any damages, liabilities or costs, including reasonable attorney fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification of the Consultant’s work product by the 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 the Consultant.
2. **Limitation on Publication**
   1. The Consultant shall not publish or submit for publication any article, press release, or other writing relating to this Agreement or to the Consultant’s Services being provided to the Judicial Council without prior review and written approval by the Judicial Council.
   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.
   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.
3. **Personnel**
   1. Consultant shall provide all personnel and obtain and provide all Sub-Consultant personnel necessary to provide the Work authorized under this Agreement.
   2. Consultant shall, and as so requested by the Judicial Council, designate certain named individuals as Key Personnel on each authorized Work Order. The specific capacity, responsibilities, and Work to be performed by such Key Personnel shall be fully detailed in such Work Orders.
   3. Consultant shall designate, as Key Personnel, on every Work Order, a named individual to serve as Project Manager for that Work Order.
   4. Replacement of Key Personnel.
      1. The Judicial Council reserves the right at any time, in its sole discretion, to disapprove of, or request replacement of, any Key Personnel identified in a Work Order.
      2. The Judicial Council’s Project Manager shall have the sole discretion to approve of Consultant’s replacement of its Key Personnel. Any such replacement shall be memorialized by written Amendment to the applicable Work Order.
      3. If, through no fault, action, or inaction of Consultant, any individual named as 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. If the Consultant cannot promptly furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate the applicable Work Order.
4. **Project Managers**
   1. The Project Managers assigned by the Judicial Council and Consultant shall act as their respective Party’s authorized representatives and shall:
      1. Manage the day to day activities of the Work;
      2. Serve as the primary contact with the other Party’s Project Manager assigned to the Work Order;
      3. Manage the day to day activities of their respective personnel;
      4. Cooperate with any Third Parties working on the Project when necessary to ensure successful completion of the Project;
      5. Plan and schedule the performance of the Services;
      6. Ensure that budget and schedule commitments are met; and
      7. Insofar as each Project Manager is responsible, ensure the overall quality of the Work provided.
   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 within the authority allowed them under Section 20.1 above.
   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.
5. **Background Checks**
   1. The Judicial Council’s Background Check Authorization Policy is provided in Exhibit I to this Agreement. If Consultant employees or Sub-Consultant employees will be working unescorted in restricted areas as defined in the policy, said employees will be required to observe the applicable requirements of the policy. Services Request Forms issued by the Judicial Council will indicate whether employees will be required to work unescorted in restricted areas.
   2. Consultant will cooperate, and will ensure that its Sub-Consultant(s) cooperate with the Judicial Council in performing any background checks, as well as complying with any security processes necessary for entrance to a Judicial Council facility. Consultant will promptly notify the Judicial Council’s Project Manager 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. Consultant shall obtain all releases, waivers, or permission so that the background information can be released to the Judicial Council. Any costs and expenses, with the exception of Travel Time Costs, incurred to obtain background checks are the sole responsibility of the Consultant. Consultant shall include any expected Travel Time Costs when providing pricing in Work Order Proposals.
6. **Agreement Term / Periods of Performance for Work Orders**
   1. At the sole discretion of the Judicial Council, the Judicial Council may authorize performance of Subsequent Terms extending the time of this Agreement. Any such Subsequent Terms so authorized shall be memorialized by issuance of an Amendment signed by both parties.
   2. Consultant assumes all liability and risks associated with commencing performance of any Work or a Work Order prior to proper authorization thereof in accordance with the Work Order Authorization Process detailed in Exhibit C, including nonpayment for Work performed, prior to Judicial Council authorizing the Work or Work Order, if at all.
   3. Unless otherwise specified in a Work Order, Work shall commence upon the Work Order Effective Date. If a Work Order includes a schedule for completion, or achievement of a certain stage of progress, for Deliverables or Services, said Deliverables or Services must be completed on or before the date(s) indicated in the schedule. If no schedule is provided in a Work Order, all Work must be completed on or before the Work Order Expiration Date.
7. **Judicial Council’s Payment Obligations**
   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.
   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.
   3. Payments to be made under this Agreement shall be paid by the State of California funds 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 State is unable to make any payment(s) as a result of the State of California’s failure to timely approve and adopt a state budget. Should the State fail to make any payment as a result of the State of California’s failure to timely approve and adopt a state budget, Consultant shall continue to provide Work under already authorized Work Order(s) and the Judicial Council shall promptly make any payment(s) owed upon approval and adoption of a budget by the State of California.
8. **Notice**
   1. Notwithstanding any other provision of this Agreement, Notice must be provided in any of the following events:
      1. In the event of any need to assign, novate, or change the name of either Party to this Agreement;
      2. In the event of any claim of any material breach of this Agreement; and
      3. 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 any of its Sub-Consultant(s);
      4. In accordance with the provisions of Exhibit C, Section 10.2.
   2. The Notice must:
      1. Be in writing;
      2. Identify this Agreement, citing both the Agreement Title and Agreement Number given on the Standard Agreement Coversheet. If the Notice applies to a Work Order, the Number of the Work Order must also be cited;
      3. Unambiguously be identified as a “Notice brought in accordance with the provisions of the Section Entitled “Notice” of Exhibit A of the Agreement;”
      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
      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

And, if a Notice is with regard to particular Work Order(s), 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:

@

* 1. 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.
  2. 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.

1. **Subcontracting**
   1. Consultant shall be allowed to utilize Sub-Consultants of Consultant’s choice to perform Work, provided Consultant identifies the Sub-Consultant(s) to be used and their respective responsibilities in the Statement of Work provided in Consultant’s Proposal Form (Exhibit F) issued in response to the Judicial Council’s Services Request Form (Exhibit E).
   2. Neither Party to this Agreement shall in any way contract with any Third Party on behalf of or in the name of the other Party to this Agreement.
   3. Consultant is responsible for all aspects of the control and coordination of Sub-Consultants and shall ensure that their actions are coordinated in a manner to optimize the provision of the Work.
   4. Consultant shall ensure that all Sub-Consultants comply with the provisions of this Agreement applicable to Sub-Consultants.
   5. Consultant expressly acknowledges that its Sub-Consultants are not third party beneficiaries of this Agreement.
2. **Changes and Amendments**
   1. Amendments to this Agreement, the Contract Documents, or any authorized Work Order 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

* 1. 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.
  2. After a review of the request, a written decision shall be provided to other Party.
  3. Amendments to this Agreement shall be made only by bilateral execution of a Standard Agreement Coversheet.

1. **Retention of Records and Audits**
   1. Consultant must retain and maintain easily available all Records pertaining to Consultant’s performance of obligations undertaken under this Agreement.
   2. Consultant shall ensure that it’s Sub-Consultant(s) retain and maintain easily available all Records pertaining to Sub-Consultants’ performance of this Agreement.
   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 Work Order Proposals, invoices, disputes, litigation and any claims. Records must be maintained in accordance with industry standards and GAAP and practices, consistently applied.
   4. The provisions of this Section shall not apply to any work product that is the result of Consultant’s or Sub-Consultants’ collaboration with legal counsel or to any of Consultant’s or Sub-Consultants’ confidential or proprietary information that does not fall within the definition of a Record as given above.
   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 Sub-Consultants’ normal business hours, to all Records for the purposes of inspection, audit, and copying. Consultant shall, and shall ensure that Sub-Consultant(s) shall, at no cost to Judicial Council, provide access and proper facilities for such purposes.
   6. Consultant shall ensure that all Sub-Consultant(s) are bound to all provisions of this Section.
   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.
   8. If an audit or Judicial Council internal review reveals that the Consultant and/or its Sub-Consultant(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 the Consultant and/or its Sub-Consultant(s) has overcharged the Judicial Council by ten percent (10%) or more on any invoice, in which case the 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.
   9. The obligations of this Section shall survive the expiration of and any termination of this Agreement.
2. **Accounting System Requirements**

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

1. **Judicial Council Court Representation**
   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.
   2. Any Court designated by name in an authorized Work Order shall be an intended third party beneficiary of the Services provided under this Agreement. In the event the Court gives conflicting instructions or makes conflicting determinations with respect to any matter affecting Consultant’s performance of its obligations, the Consultant shall notify the Judicial Council of the conflict and the Judicial Council shall resolve any such conflict.
2. **Confidentiality**
   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 Sub-Consultants.
   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.
   3. In the event Consultant is required to disclose the Confidential Information to Consultant’s employees, Sub-Consultants and their employees in order to perform the Services hereunder, Consultant shall execute a confidentiality agreement to require the same duty of nondisclosure and ensure Consultant’s employees and Sub-Consultants shall not use Confidential Information for any purpose unrelated to performance of the Work relating to this Agreement and authorized Work Orders. Consultant may disclosure Confidential Information to other Third Parties only upon prior written approval by the Judicial Council’s Project Manager.
   4. Neither Consultant nor its Sub-Consultants shall acquire a right or title in or to the Confidential Information as a result of any disclosure contemplated hereunder. Notwithstanding the foregoing, Consultant may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or applicable ruling; or (ii) as appropriate to respond to any summons or subpoena.
   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.
   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.
3. **Trade Secret, Patent and Copyright Indemnification**
   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 Sub-Consultants in connection with this Agreement.
   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 Sub-Consultants infringes a United States patent or copyright or violates a trade secret. Consultant shall pay those costs and damages finally awarded against the 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:
      1. That Consultant shall be notified within a reasonable time in writing by the Judicial Council of any Notice of such claim; and,
      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.
   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.
4. **Conflict of Interest**
   1. Consultant shall ensure that its officers and employees and those of its Sub-Consultant(s) shall not participate in proceedings that will result in decision making regarding the use of State funds encumbered or that may be encumbered under this Agreement if that person's partner, family, or organization has a financial interest in the outcome of the proceedings.
   2. Consultant shall ensure that its officers and employees and those of its Sub-Consultant(s) shall avoid actions resulting in or creating an the appearance that (1) an official position with the government was used for private gain; (2) preferential treatment was accorded to any particular person associated with this Agreement; (3) the independence or impartiality of the Judicial Council or the Courts has been compromised; (4) decisions are made outside official channels; or (5) that adversely affects the confidence of the public in the integrity of the Judicial Council or the Courts.
   3. Consultant shall ensure and shall ensure that its Sub-Consultants will not, for a duration equivalent to two (2) years following the end of this Agreement, award a contract to any Judicial Council or Court officer or employee that had any role in the decision making process relevant to awarding this Agreement, or any Work Order authorized under it, or any such individual involved in making decisions regarding the use of the State funds encumbered under this Agreement.
5. **Covenant Against Gratuities**
   1. Consultant warrants that neither Consultant itself nor any of its employees nor Sub-Consultant(s) or their employees have provided or shall at any time provide any gratuity, in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the 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.
   2. Consultant warrants that neither Consultant itself nor any of its employees, nor Sub-Consultant(s) or their employees have provided or shall at any time provide any gratuity in the form of money, tangible item(s), intangible benefit(s), or in any other form, to any officer, official, agent, or employee of the Judicial Council or of the Court(s) for the purpose of securing an outcome favorable to the Consultant any of its Sub-Consultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
   3. Consultant warrants that neither Consultant itself nor any of its employees nor Sub-Consultant(s) or their employees will, without immediate written Notice to the 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 the Consultant any of its Sub-Consultant(s) resulting from any decisions made regarding the use of the State funds encumbered or to be encumbered under this Agreement.
   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 the Consultant has agreed to supply, shall be borne and paid for by the 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.
6. **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 the Consultant or any Sub-Consultant under the standards set forth in Government Code section 12650 et seq. Any Consultant or Sub-Consultant who submits a false claim shall be liable to the Judicial Council for three times the amount of damages that the Judicial Council sustains because of the false claim. Any Consultant or Sub-Consultant who submits a false claim shall also be liable to the Judicial Council for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to $10,000 for each false claim.

1. **Responsibility for Equipment, Real Property; Unused Reimbursable Item(s**)
   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 the Consultant or its Sub-Consultant(s) employees even though such equipment is furnished, rented, or loaned to the Consultant by the Judicial Council or the Court(s).
   2. Any Reimbursable Items purchased by Consultant that remain unused at the completion of the Work shall be returned to the Judicial Council Project Manager prior to submission of Consultant’s final invoice pertaining to the Work Order under which said Reimbursable Items were purchased.
2. **Independent Contractor**

The 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. The Consultant is, and shall be, liable for its own acts and omissions as well as those of its employees and Sub-Consultants. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the Judicial Council and the Consultant. The Consultant will determine the method, details and means of performing its responsibilities with regard to provision of the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the Consultant in the performance of the Services. The Consultant shall be solely responsible for all matters relating to the payment of its Sub-Consultants and employees, including compliance with social security, withholding, any and all employee benefits, and all regulations governing such matters.

1. **Payment of Income Taxes**
   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/aboutFTB/Delinquent-Taxpayers.shtml>) or the California State Board of Equalization’s “Top 500 Sales & Use Tax Delinquencies in California” (available at <http://www.boe.ca.gov/sutax/top500.htm>).
   2. The 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 the 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 Sub-Consultants’ employees’ wages. The Consultant agrees to indemnify, defend and hold the Judicial Council harmless for any claims, costs, losses, fees, penalties, interest or damages (including attorney 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.
2. **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:

* 1. Nondiscrimination. The Consultant and its Sub-Consultants shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. The Consultant and its Sub-Consultant(s) shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  2. No Harassment. The Consultant and its Sub-Consultant(s) shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Consultant or its Sub-Consultants interact in the performance of this Agreement. The Consultant and its Sub-Consultants shall take all reasonable steps to prevent harassment from occurring.
  3. FEHA. The Consultant 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.
  4. Compliance with Americans with Disabilities Act. The Consultant complies 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.
  5. Notice to Labor Organizations. The Consultant and any of its Sub-Consultant(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  6. Compliance. The Consultant shall include the nondiscrimination, no harassment, and compliance provisions of this Article in any and all subcontracts issued to perform Services under this Agreement. Consultant has, unless exempt, complied with the nondiscrimination program requirements. (Government Code section 12990(a)-(f) and California Code of Regulations, title 2, section 8103 et seq.)
  7. Prohibited Financial Conflict of Interest. The Consultant and its Sub-Consultants presently have no interest and will not acquire any interest which would present a conflict of interest pursuant to California Government Code sections 1090 et seq. and 87100 et seq., during the performance of Services pursuant to this Agreement. The Consultant further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the 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.
  8. Drug-Free Workplace. The Consultant will provide a drug-free workplace as required by California Government Code sections 8355 through 8357.
  9. National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two (2) year period because of the Consultant’s failure to comply with an order of the National Labor Relations Board.
  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.
  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.
  12. Public Works Provisions. Consultant warrants and certifies that it is aware of the provisions of California Labor Code section 1720 et seq. (“Prevailing Wage Laws”) that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects, as set forth and defined therein. Since the Consultant may be performing Services as part of or in conjunction with an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars ($1,000) or more, the Consultant agrees to fully comply with, and to require its Sub-Consultant(s) to fully comply with, all applicable Prevailing Wage Laws including, without limitation, the terms of this Section.
      1. Consultant shall ensure that it and its Sub-Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Department of Industrial Relations, and are registered pursuant to Labor Code section 1725.5.
      2. Wage Rates.  Pursuant to the provisions of the Prevailing Wage Laws, as set forth in article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California,  the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement are on file with Judicial Council’s Facilities Services office in San Francisco and copies will be made available to any interested party on request.  Consultant shall obtain and post a copy of these wage rates in accordance with applicable law.
      3. Holiday and overtime work, which is subject to the Prevailing Wage Laws when permitted by law, shall be paid for at a rate of at least one and one-half times the basic hourly rate of the general prevailing rate of per diem wage, unless otherwise specified.  The holidays upon which those rates shall be paid need not be specified by the Judicial Council, but shall be all holidays recognized in the applicable collective bargaining agreement.  If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in section 6700 of the Government Code.
      4. Consultant shall pay, or cause to be paid, each worker engaged in Work on any Project, who is subject to the Prevailing Wage Laws, not less than the general prevailing rate of per diem wages determined by the Director (“Director”) of the Department of Industrial Relations (“DIR”), regardless of any contractual relationship which may be alleged to exist between Consultant or any Sub-Consultant(s) and such workers to the extent applicable.
      5. Pursuant to Labor Code section 1775, Consultant shall, as a penalty to the Judicial Council, forfeit the amount set forth in Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Judicial Council and/or the Director, for the work or craft in which that worker is employed for any public work done under contract by Consultant or by any Sub-Consultant under it.  The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant.
      6. Any worker subject to the Prevailing Wage Laws who is employed to perform Work on any Project, where that Work is not covered by a classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
      7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and apprenticeship, training programs or other payments authorized by Labor Code section 3093.
      8. Hours of Work.  As provided in the Prevailing Wage Laws, in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code (“Hours of Work Provision”), eight (8) hours of labor shall constitute a legal day’s work.  The time of service of any worker employed at any time by Consultant or by any Sub-Consultant on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement which is subject to the Hours of Work Provision shall be limited and restricted by Consultant to eight (8) hours per day, and forty (40) hours during any one week except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Consultant who are subject to the Hours of Work Provision, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work provided the employee is compensated for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic hourly rate of the general prevailing rate of per diem wage.
      9. Consultant shall keep, and shall cause each Sub-Consultant to keep, an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Consultant in connection with the Work or any part of the Work contemplated by this Agreement.  The record shall be kept open at all reasonable hours to the inspection of the Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
      10. Pursuant to Labor Code section 1813, Consultant shall, as a penalty to the Judicial Council, forfeit the statutory amount for each worker employed in the execution of this Agreement by Consultant or by any Sub-Consultant for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
      11. Consultant warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

1. **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.

1. **General**
   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 thereunder 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.
   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.
   3. Waiver.
      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.
      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.
   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.
   5. Governing Law; Jurisdiction.
      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.
      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.
   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.
   7. Public Contract Code References. Public Contract Code references create duties of the Consultant under this Agreement; however, the references do not imply that the Judicial Council is subject to the Public Contract Code.
   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**

**EXHIBIT B**

**SPECIAL PROVISIONS**

1. **Insurance**
   1. Insurance Required. Without limiting the Consultant’s indemnification obligation and in addition thereto, the Consultant shall secure and maintain in force throughout the term of this Agreement the following types of insurance with limits as shown. By requiring such minimum insurance, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Each policy, other than the Professional Liability policy, shall be written on an "occurrence" form. The Professional Liability policy may be written on a "claims made" form.
      1. Workers' Compensation; Employer’s Liability—Consultant shall maintain statutory workers' compensation coverage for all its employees who will be engaged in the performance of the Agreement, and employer’s liability with limits not less than $1,000,000 for each accident $1,000,000 disease policy limit, $1,000,000 disease – each employee.
      2. Commercial General Liability Insurance—Covering liability arising from premises, operations, independent Consultants, products and completed operations, personal injury and advertising injury, and liability assumed under contract. The policy shall provide limits of not less than $2,000,000 per occurrence and $4,000,000 annual aggregate. The insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy’s limit of liability.
      3. Commercial or Business Automobile Liability Insurance—Covering liability arising out of a motor vehicle, including owned, non-owned, leased, and hired vehicles assigned to or used in connection with the Project. The policy shall provide combined single limits of not less than $1,000,000 per accident or loss.
      4. If the nature of the Work requires that it be provided by a individual having a Professional Engineer – Fire Protection license, Consultant shall, prior to any such Work, obtain and maintain throughout the period of performance of such Work, Professional Liability Insurance, Errors and Omissions, covering the Consultant's acts, errors or omissions committed or alleged to have been committed which arise out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than $1,000,000 per claim or per occurrence and $1,000,000 annual aggregate. If the policy is written on a "claims made" form, the Consultant shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Services which are the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Services commence pursuant to this Agreement.
   2. Additional Insured Endorsements. All policies required in this Section, with the exception of Workers' Compensation and Professional Liability, must be endorsed to name the following as additional insureds with respect to liabilities arising out of the Consultant's Services for the Judicial Council under this Agreement: the State of California, 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 officers, agents, representatives, volunteers and employees.
   3. Required Policy Provisions. Each policy required herein this Agreement must provide that:
      1. The policy is primary and non-contributory with any insurance or self-insurance programs carried or administered by the State of California, the Judicial Council of California, State’s trial courts, or appellate courts.
      2. The policy shall apply separately to each insured against whom a claim is made and/or a lawsuit is brought, except with respect to the limits of the insurer's liability.
      3. The Consultant will provide the Judicial Council with thirty (30) days’ advance written notice of any change or cancellation, mailed to the following address (with a copy to the Judicial Council Project Manager named in authorized and active Work Orders):

Office of Risk Management

Judicial Council of California  
2860 Gateway Oaks Drive, Suite 400

Sacramento, CA 95833-3509

* 1. The insurer waives any and all rights of subrogation against the State of California, the Judicial Council of California, State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees except for Professional Liability coverage.
  2. Waiver of Claims. Consultant shall waive any right of recovery or subrogation it may have against any of the State of California, the Judicial Council of California, or the State’s trial courts, appellate courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, representatives, volunteers or employees for loss or damage for any loss arising out of the Services performed by Consultant under this Agreement, and the Consultant will require any insurer providing insurance required under this Section to do the same.
  3. Qualifying Insurers. Consultant will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated **“A-VII”** or higher by A. M. Best’s key rating guide, and are authorized to do business in the State of California.
  4. Deductibles and Self-Insured Retentions. For all insurance policies required by this Agreement, Consultant will declare any deductible or self-insured retention (SIR). Consultant will be responsible for reimbursement of any deductible to its insurer. Consultant will administer any self-insurance program in a commercially reasonable manner that ensures sufficient funds are available to cover all losses Consultant must insure against under the terms of this Section.
  5. Consultant is responsible for and may not recover from the State of California, the Judicial Council of California, or any Superior Count of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, any deductible or self-insured retention that is connected to the insurance required under this Section.
  6. If Consultant fails to keep in effect at all times the specified insurance coverage, the Judicial Council may, in addition to any other remedies it may have, declare the Agreement to be in breach and withhold all progress payments and retentions until the breach is cured, or terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
  7. No Reduction or Limit of the Consultant's Obligation. Insurance affected or procured by the Consultant shall not reduce or limit the Consultant's contractual obligation to indemnify and defend the Judicial Council. Acceptance of the Consultant's insurance by the Judicial Council shall not relieve or decrease the liability of the Consultant hereunder.
  8. Joint Ventures. If the Consultant is an association, partnership, or other joint business venture, the insurance required in subsection (a) above shall be provided by any one of the following methods:
     1. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured.
     2. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
  9. Evidence of Coverage. Before commencing any Work under a Work Order authorized under this Agreement, the Consultant must furnish to the Judicial Council certificates of insurance and applicable endorsements, in form and with insurers satisfactory to the Judicial Council, evidencing that all required insurance coverage is in effect. The Judicial Council reserves the right to require the Consultant to provide complete, certified copies of all required insurance policies. The required certificates and endorsements must be sent to (with a copy to the Judicial Council Project Manager):

Manager, Contracts

Attn: Insurance Certificate, Contract # @  
Judicial Council of California  
455 Golden Gate Avenue, 6th Floor  
San Francisco, CA 94102

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

1. **Licenses**
   1. Consultant shall ensure that Consultant, its Sub-Consultant(s) and all their employees or agents providing Work under this Agreement shall have and shall at all times maintain throughout the duration of their performance of the Work all appropriate license(s) required under law to provide the Work being performed. Consultant shall regularly monitor and ensure that its Sub-Consultant(s) monitor to ensure compliance with this provision of the Agreement.
   2. If the possession of a license(s), is required under law for the performance of any Work, Consultant shall ensure that the Work will either be performed by an appropriately licensed individual or under the direct supervision and with the review and approval of an appropriately licensed individual.
   3. If the possession of a license(s), including without limitation a valid California Contractor’s license, is required under law 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.
   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 Sub-Consultant(s) or any of their employees or agents is suspended, cancelled, or expires during a period in which they are performing Work requiring a license.
   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.
   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.
2. **Reconciliation of Construction Budget for Design Work**
   1. In the event that a Work Order either includes a construction budget provided by the Judicial Council or requires Consultant to provide cost estimates that are approved by the Judicial Council as the construction budget (the **“Construction Budget”**) for the underlying work for which Consultant’s Services are being provided and which will be solicited via Third-Party bids or proposals (the **“Underlying Work”**), Consultant shall conform its Services to that Construction Budget and shall otherwise comply with the requirements of this Section.
      1. Consultant shall complete all Services described in a Work Order so that the cost to perform the Underlying Work will not exceed the agreed-upon Construction Budget.
      2. If so instructed by the Judicial Council, Consultant shall be responsible for further developing, reviewing, and reconciling the Construction Budget for the Judicial Council at the beginning of the Underlying Work and at the completion of each of the phases that may be associated with Consultant’s Services and the Underlying Work.
      3. In the event the Judicial Council, or a consultant thereof, reasonably determines the cost of the performance of the Underlying Work may exceed the approved Construction Budget, Consultant shall take, at Consultant’s sole cost and expense, all necessary steps and actions, including without limitation any required redesign work, to ensure the estimates of the Underlying Work are in conformance with the approved Construction Budget.
      4. In the event that either of the following occur:
         1. The lowest bid or proposal, or a majority of the bids or proposals, received by the Judicial Council for the Underlying Work is in excess of 10% of the Construction Budget for the Underlying Work; or
         2. The Construction Budget increases in subsequent phases of Consultant’s Services for the Underlying Work due to reasonably foreseeable changes in the condition of the construction market in the county in which the Underlying Work will be performed, in so far as these increases have not been caused by acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then, in its sole discretion, the Judicial Council may, within three months’ time of receipt of the bids or proposals for the Underlying Work, instruct Consultant to revise and/or reconcile, at no additional cost or expense to the Judicial Council, the Construction Budget for the Underlying Work (in scope and quality as approved by the Judicial Council) for re-solicitation of the Underlying Work. Should Consultant be instructed to revise or reconcile the Construction Budget for the Underlying Work, Consultant shall take, at Consultant’s sole cost and expense, all necessary steps and actions, including without limitation any required redesign work, to ensure the estimates of the Underlying Work are in conformance with the approved Construction Budget.

**END OF EXHIBIT**

**EXHIBIT C**

**WORK ORDER AUTHORIZATION PROCESS**

**INVOICING**

**AND**

**PAYMENT PROVISIONS**

1. **Maximum Work Order Amount and Contract Amount**
   1. The maximum amount the Judicial Council shall be obligated to pay to Consultant under any individual Work Order authorized under this Agreement shall not at any time exceed the amount specified on the face of the most recently authorized Standard Agreement Coversheet pertaining to that Work Order. No verbal agreements will be honored.
   2. The maximum amount the Judicial Council shall be obligated to pay to Consultant under this Agreement shall not at any time exceed the Contract Amount. .
2. **Work Order Authorization and Modification** 
   1. The Judicial Council will authorize the performance of Work and spending of funds under this Agreement only via Work Orders. A Work Order shall be composed of a Work Order Proposal provided according to the provisions of this Agreement and substantially in the format of the Work Order Proposal form provided in Exhibit F, accompanied by a Standard Agreement Coversheet referencing that Work Order Proposal form and authorizing performance of the Work. Services Request Forms are solely for the purpose of issuing the Judicial Council’s request for Work Order Proposals, and are not to be incorporated into Work Orders.
   2. Work Orders may be authorized only during the Initial Term of this Agreement or, if authorized, any Subsequent Term(s). Work Orders must be authorized prior to the expiration of this Agreement. The Work Order Expiration Date authorized in a Work Order may exceed the expiration of the then-current term 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 the then-current term of this Agreement until the Work of said Work Order(s) is complete.
   3. Work Orders shall specify a Work Order Term by designating a Work Order Effective Date and a Work Order Expiration Date.
   4. Expired Work Orders may be reinstated, but only during the Initial Term or any authorized Subsequent Term(s) of this Agreement.
   5. If the text of a Work Order makes reference to different document(s), the text of such document(s) need not be incorporated into the text of the Work Order, however, clear references to the exact names of such document(s), any version numbers that may apply, and the date (if applicable) of such document(s) must be specified in the text of the Work Order.
   6. A description of the general scope of the Work that may be authorized for performance under this Agreement is given in Exhibit G. The subset(s) of the Work that Consultant is authorized to perform are specified in Exhibit H.
   7. Within Consultant’s Geographic Area of Performance specified in Exhibit K, the Judicial Council may request Consultant to provide a Work Order Proposal in response to a Services Request Form issued by the Judicial Council. Consultant will, if selected and subject to authorization of a Work Order, provide the Work therefor. Repeated failures by Consultant to provide a Work Order Proposal when requested by the Judicial Council will constitute grounds for termination of this Agreement, at the sole discretion of the Judicial Council. Consultant may perform Work outside the Consultant’s Geographic Area of Performance if Consultant is willing; however, any such Work shall be subject to all provisions of this Agreement including, but not limited to, pricing.
   8. The Judicial Council’s Project Manager will at his or her discretion invite one or more Consultants to provide a Work Order Proposal for a Project. Selection of the Consultant(s) that will be invited to provide Work Order Proposals will take into consideration various factors, including among the following: Consultant’s Scope of Work (see Exhibit H), Geographic Area of Performance (see Exhibit K) urgency of task, size of project, location(s) of services, specific expertise required, State Fire Marshal requirements, Consultant manpower, and the quality of past performance with Judicial Council, as applicable.
   9. The Judicial Council’s Project Manager shall complete and issue a Services Request Form substantially in the format of Exhibit E to all Consultants invited to participate.
   10. Upon receipt, Consultant’s assigned Project Manager will, in coordination with the Judicial Council’s Project Manager, provide and (if necessary and as described in the form) edit a Work Order Proposal form so that it appropriately describes, to the satisfaction of both Parties, the various topics addressed in the form, and, on or before the due date specified in the Services Request Form, submit a Work Order Proposal form to the Judicial Council’s Project Manager. If the Services Request Form requires participation in a teleconference, Consultant shall participate in the teleconference.
   11. Consultant Work Proposals so submitted are available for acceptance and may not expire or be revoked for a period of thirty (30) calendar days following the date submitted to the Judicial Council’s Project Manager.
   12. Following evaluation of the Work Order Proposal forms submitted by the Consultant’s solicited, the Judicial Council’s Project Manager shall provide an award notice indicating which Work Order Proposal has been selected. The Judicial Council will subsequently issue a Work Order to the awarded Consultant. Upon receipt of Consultant’s signed copies of the Work Order, the Judicial Council will countersign at which time the Work Order will for the purposes of this Agreement be authorized and binding upon Consultant.
   13. Modifications to authorized Work Orders can only be made in the form of Amendments. Amendments shall consist of a modified version of the then authorized Work Order Proposal form (which will replace the then-existing Work Order Proposal form in its entirety), accompanied by a Standard Agreement Coversheet referencing that modified Work Order Proposal and authorizing the change.
   14. The Judicial Council reserves the right to modify the forms provided in Exhibits E and F, as it deems necessary or appropriate, in its sole discretion, and will notify Consultant of any modification to said form prior to implementing the modified form(s). Modified forms will be substantially similar to Exhibits E and F in this Agreement.
   15. There is no limit to the number of Work Order Proposals the Judicial Council may request or Work Orders that may be authorized under this Agreement.
   16. The Judicial Council does not guarantee that Consultant will receive any authorized Work Order(s) under this Agreement.
3. **Pricing Work Order Proposals**
   1. All hourly rates specified in this Agreement shall remain firm and not subject to change throughout the term of this Agreement, with the exception of allowed CPI increases during Subsequent Terms.
   2. At the start of Subsequent Terms, the hourly rates specified in this Agreement shall be adjusted by the Consumer Price Index (CPI), California, All Urban Consumers Series, using the 12 months of statistics available on the date 60 days prior to the then-current expiration date of the Agreement; however, the increase allowable in any Subsequent Term shall not exceed 5%. Pricing specified in Work Orders already authorized shall not be subject to such increases. “CPI” means the unadjusted Consumer Price Index (above) as calculated by the California Bureau of Labor Statistics. The California Department of Finance posts CPI data on their website at the following link: <http://www.dof.ca.gov/Forecasting/Economics/Indicators/Inflation/>.
   3. Consultant shall provide pricing in the format of Exhibit F according to the instructions given in the form, and providing pricing according to its instructions and as required below.
   4. Consultant is allowed to propose and utilize Sub-Consultants of its choice to provide the Work; provided, however, that such Sub-Consultants are identified as required on the Work Order Proposal form and pricing for said Sub-Consultants is provided as specified in Section 3.5 below.
   5. Consultant must solicit prices from Sub-Consultant(s) only on an Hourly Rates basis as specified in Section 3.5.2 below, must solicit any Travel and Living Expenses as specified in Section 3.5.3 below, must solicit the costs of Reimbursables as specified in Section 3.5.4 below, and must solicit any Sub-Consultant employee Travel Time costs as specified in Section 3.5.6 below.
      1. Calculation of Work Costs for Consultant’s Employees:

Costs of Work for Consultant’s own employees will be calculated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title (exactly as stated in Exhibit D) | Hourly Rate for Consultant Employees from Exhibit D | Expected Hours of Work | $ Charges |
|  |  |  |  |
|  |  |  |  |
| Total | | |  |

**Note**: The Judicial Council is not to be charged for the cost of work necessary to invoice and process payments made under this Agreement.

**Overtime:** Consultant may charge overtime,at a rate of 1.5 times the Hourly Rate given in Exhibit D, but only for those hours of Work performed by an employee (i) over eight (8) hours in a single day, or (ii) more than 40 hours in any calendar week. The Judicial Council will not be responsible for any additional overtime for the Work, unless specifically required by applicable law.

* + 1. Calculation of Work Costs for Consultant’s Sub-Consultant Employees:

Costs of Work for Consultant’s Sub-Consultant employees will be calculated as follows

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sub-Consultant’s Name | | |  | | --- | | Address | | |
| Job Title | Hourly Rate for Sub-Consultant Employees from Exhibit D | Expected Hours of Work | $ Charges |
|  |  |  |  |
|  |  |  |  |
| **Total** | | |  |

**Note:** The Judicial Council is not to be charged for the cost of work necessary to invoice and process payments made under this Agreement.

**Overtime:** Consultant may charge overtime,at a rate of 1.5 times the Hourly Rate given in Exhibit D, but only for those hours of Work performed by an employee (i) over eight (8) hours in a single day, or (ii) more than 40 hours in any calendar week. The Judicial Council will not be responsible for any additional overtime for the Work, unless specifically required by applicable law.

* + 1. Calculation of Travel and Living Costs, Consultant’s Own Employees and Sub-Consultant’s Employees:

If performance of Work will necessitate the expenditure of Travel and Living Expenses, describe the Travel and Living Expenses that are necessary to perform the Work.

Travel and Living Expenses for Consultant’s own employees and Sub-Consultant’s employees will be calculated as follows:

Based on Consultant’s or Sub-Consultant’s expected Actual Costs but subject to the provisions of the Judicial Council’s Travel and Living Expenses Guidelines provided in Exhibit C, Section 5, provide prices for each event of travel, as follows:

|  |  |  |
| --- | --- | --- |
| Job Title (exactly as stated in Exhibit D) or as provided by Sub-Consultant | Date(s) of Travel | $ Charges |
|  |  |  |
|  |  |  |
| Air Transportation  Hotel Room Rental  Meals  Personal Vehicle Usage  Total | |  |
|  |
|  |
|  |
|  |

* + 1. Calculation of Costs for Reimbursable Items:

If performance of Work will necessitate the use of Reimbursable Items, provide a list of the Reimbursable Items that are necessary to perform the Work. Reimbursable Items are to be priced at Actual Cost to Consultant and/or Consultant’s Sub-Consultant(s):

|  |  |  |  |
| --- | --- | --- | --- |
| Description: Reimbursable Item | Quantity | Actual Cost  Expected | $ Charges |
|  |  |  |  |
|  |  |  |  |
| Total | | |  |

* + 1. Calculation of Travel Time Costs for Consultant’s Own Employees:

With the exception of employees subject to Prevailing Wage Laws, travel time costs (“Travel Time Costs”) for Consultant’s own employees will be reimbursed as follows, but only if the distance traveled from the point of origin to the site where the Work is performed is greater than 50 miles. If an employee is subject to Prevailing Wage Laws, Travel Time Costs will be reimbursed in accordance with the law, and documentation of such costs in accordance with the costing provisions of the law will be provided in lieu of the below.

Travel Time Costs for Consultant’s own employees will be calculated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Job Title (exactly as stated in Exhibit D) | (Hourly Rate for Consultant ’s Employees from Exhibit D X .70) | Miles to be Travelled Minus 50 miles | $ Charges |
|  |  |  |  |
|  |  |  |  |
| Total | | |  |

* + 1. Calculation of Travel Time Costs for Sub-Consultant’s employees:

With the exception of employees subject to Prevailing Wage Laws, Travel Time Costs for Consultant’s Sub-Consultant’s employees will be reimbursed as follows, but only if the distance traveled from the point of origin to the site where the Work is performed is greater than 50 miles. If an employee is subject to Prevailing Wage Laws, Travel Time Costs will be reimbursed in accordance with the law, and documentation of such costs in accordance with the costing provisions of the law will be provided in lieu of the below.

Travel Time Costs for Sub-Consultant’s employees will be calculated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Sub-Consultant’s Name | Address | | |
| Job Title as provided by Sub-Consultant | (Hourly Rate for Sub-Consultant’s Employees from Exhibit D X .70) | Miles to be Travelled Minus 50 miles | $ Charges |
|  |  |  |  |
|  |  |  |  |
| Total | | |  |

* 1. Pricing Methodologies. The Pricing Methodology establishes the manner in which Consultant will quote pricing to the Judicial Council and establishes the amount(s) in which Consultant will be compensated for the Work. There are two Pricing Methodologies applicable to this Agreement:
     1. Fixed Price Based Pricing Methodology:

If the Pricing Methodology specified on an authorized Work Order is “Fixed Price,” Consultant will be compensated in the form of the Lump Sum Fixed Price amount specified in the Work Order, and will be paid in accordance with the Payment Methodology specified in that Work Order. Absent a material change in the Work agreed to by the Parties in the form of an Amendment to a Fixed Price Based Work Order, Consultant agrees that the Lump Sum Fixed Price amount specified in the Work Order shall constitute Consultant’s total compensation for all Work, Travel and Living Expenses, Reimbursables, Travel Time Costs and any other amounts expended to provide the Work, even if these amounts exceed the Lump Sum Fixed Price.

* + 1. Time and Materials Not to Exceed Based Pricing Methodology:

If the Pricing Methodology specified on an authorized Work Order is “Time and Materials Not to Exceed,” Consultant will be compensated for Work actually performed and for Expenses, Reimbursables, and Travel Time actually incurred, in amounts specified in Section 3.7.2 of Exhibit C of this Agreement. Absent a material change in the Work agreed to by the Parties in the form of an Amendment to a Time and Materials Not to Exceed Based Work Order, Consultant agrees that the Time and Materials Not to Exceed Price amount specified in the Work Order shall constitute Consultant’s total compensation for all Work, Travel and Living Expenses, Reimbursables, Travel Time Costs, and any other amounts expended to provide the Work, even if these amounts exceed the Time and Materials Not to Exceed Price.

* 1. Payment Methodologies: The Payment Methodology establishes the manner in which Consultant will receive compensation payments. There are four Payment Methodologies applicable to this Agreement.
     1. Three of these Payment Methodologies apply to Work Orders with the Fixed Price Based Pricing Methodology:
        1. Percentage of Completion Basis

Means that Consultant will be paid in a series of payments, not more than monthly in frequency. The amounts of these payments shall be based upon the Judicial Council’s Project Manager’s determination of the percentage of the total Work that was performed in the previous calendar month.

* + - 1. Schedule of Values

Means that Consultant will be paid in a series of payments of pre-defined amounts specified in the Schedule of Values established in the Work Order. Payments that will be made only when a Deliverable listed in the Schedule of Values has been accepted, or a Service listed in the Schedule of Values has been successfully performed and accepted.

* + - 1. Lump Sum Payment

Means that Consultant will be paid in a single payment that will be made only when all Deliverables have been accepted and all Services successfully performed and accepted.

* + 1. Time and Materials Based Payment Methodology
       1. All Work Orders utilizing the Time and Materials Based Pricing Methodology use the Time and Materials Based Payment Methodology.
       2. The Time and Materials Based Payment Methodology means that Consultant will be paid in a series of payments for:
* Hours of Work actually performed by Consultant’s and Sub-Consultant’s employees during the previous calendar month, to be invoiced at the Hourly Rates specified in the Work Order;
* If allowed for in the Work Order, Travel and Living Expenses actually incurred by Consultant’s and Sub-Consultant’s employees during the previous calendar month, to be invoiced at Actual Cost paid by Consultant;
* If allowed for in the Work Order, Reimbursable Items actually purchased by Consultant’s or its Sub-Consultant(s) during the previous calendar month, to be invoiced at Actual Cost paid by Consultant;
* If allowed for in the Work Order, Consultant’s own employees Travel Time Costs actually incurred by Consultant’s employees during the previous calendar month, to be invoiced at Hourly Rates for Consultant’s own employees specified in the Work Order; and
* If allowed for in the Work Order, Consultant’s Sub-Consultants’ employees Travel Time Costs actually incurred by Sub-Consultant’s employees during the previous calendar month, to be invoiced at Hourly Rates for Sub-Consultant’s employees specified in the Work Order.

1. **Invoicing Instructions**
   1. All invoices issued for payments to be made under this Agreement must contain:
      1. The Agreement Title and Agreement Number from the Standard Agreement Coversheet to this Agreement;
      2. The Work Order Request Number and Agreement Number provided on the Standard Agreement Coversheet authorizing the Work Order.
      3. A unique invoice number;
      4. Consultant’s name and address;
      5. Consultant’s taxpayer identification number (FEIN);
      6. Remittance address. Identify if this address has changed since the last invoice. Changes to the remittance address made on an invoice without notification may result in processing and payment delays;
      7. Date of invoice.
      8. A properly completed and signed Request for Payment Form (see Exhibit J).
      9. Any terms or conditions stated on invoices provided by Consultant are null and void even if the invoice is paid by the Judicial Council, and the provisions of this Agreement shall exclusively govern.
   2. Invoicing Details by Payment Methodology:
      1. Consultant shall provide invoices in formats that correspond to the Payment Methodology specified in the authorized Work Order, and as follows:
         1. Percentage of Completion Basis

Process:

* At the end of a calendar month, the Judicial Council’s Project Manager will issue a communication to the Consultant’s Project Manager approving the percentage of the total Fixed Price that may be invoiced for the previous calendar month.
* Consultant shall not issue an invoice for a payment in advance of receipt of such written notice from the Judicial Council’s Project Manager.
* Withholding of 10% will be retained on these payments.

Consultant’s invoice will specify:

* The Pricing Methodology applicable to the Work Order
* The Payment Methodology applicable to the Work Order
* The percentage of total Fixed Price that the Judicial Council’s Project Manager has approved for the month
* The amount of the payment (Fixed Price X % Completion Authorized)
* The amount of Retention (10 % of the Payment)
* The net amount due and payable
* The percentage of total Fixed Amount remaining after the invoice
  + - 1. Schedule of Values Basis

Process:

* When a Deliverable listed in the Schedule of Values applicable to a Work Order has been accepted, or a Serviced listed in the Schedule of Values has been successfully performed and accepted, the Judicial Council’s Project Manager will issue a communication to the Consultant’s Project Manager affirming the event.
* Consultant will, within thirty (30) calendar days, invoice the Judicial Council for payment.
* Consultant shall not issue an invoice for a payment in advance of receipt of such written notice from the Judicial Council’s Project Manager.
* Withholding of 10% will be retained on these payments.

Consultant’s invoice will specify:

* The Pricing Methodology applicable to the Work Order
* The Payment Methodology applicable to the Work Order
* The name of the Deliverable or description of the Service that has been approved, exactly as stated in the Schedule of Values
* The amount of the payment due in accordance with the Schedule of Values
* The amount of Retention (10 % of the Payment)
* The net amount due and payable
  + - 1. Lump Sum Payment Basis

Process:

* When all Work specified in the Statement of Work has been successfully completed, the Judicial Council’s Project Manager will issue a communication to the Consultant’s Project Manager affirming the event.
* Consultant will, within thirty (30) calendar days, invoice the Judicial Council for payment.
* Consultant shall not issue an invoice for a payment in advance of receipt of such written notice from the Judicial Council’s Project Manager.
* No withholding will be retained on these payments.

Consultant’s invoice will specify:

* The Pricing Methodology applicable to the Work Order
* The Payment Methodology applicable to the Work Order
* The total amount of the Lump Sum specified in the Work Order
  + - 1. Time and Materials Not to Exceed Based Payment Methodology

Process:

* Consultant shall, once monthly, provide the Judicial Council’s Project Manager with a draft invoice prepared as specified below.

Consultant’s invoice will specify, as separate line items:

* For each Consultant or Sub-Consultant employee, identified by Job Title (exactly as specified in Exhibit D), the dates and hours of Work actually performed by that employee during the previous calendar month, multiplied by the Hourly Rate for that employee as specified in the Work Order, but, in total for all invoices pertaining to the Work Order, never to exceed the total amount allowed for all costs of Work specified in the Work Order.
* If payment for Travel and Living Expense is allowed in the Work Order, for each Consultant or Sub-Consultant employee identified by name and Job Title (exactly as specified in Exhibit D), the dates and Travel and Living Expenses actually incurred by that employee during the previous calendar month, invoiced at the Actual Cost paid by Consultant, but, in total for all invoices pertaining to the Work Order, never to exceed the total amount allowed for all Travel and Living Expenses specified in the Work Order.
* If payment for Travel and Living Expenses is allowed in the Work Order and the employee is subject to Prevailing Wage Laws, for each Consultant or Sub-Consultant employee identified by name and Job Title (exactly as specified in Exhibit D), the dates and Travel and Living Expenses actually incurred by that employee during the previous calendar month, invoiced in the amounts allowed by law, but, in total for all invoices pertaining to the Work Order, never to exceed the total amount allowed for all Travel and Living Expenses specified in the Work Order.
* If payment for Reimbursable Items is allowed for in the Work Order, the amount(s) paid for Reimbursable Items actually purchased by Consultant’s or it’s Sub-Consultant(s) during the previous calendar month, to be invoiced at Actual Cost paid by Consultant or Sub-Consultant, but, in total for all invoices pertaining to the Work Order, but never to exceed the total amount allowed for payment for Reimbursable Items specified in the Work Order.
* If payment for Consultant’s employees’ Travel Time Cost is allowed for in the Work Order, Consultant’s own employees’ Travel Time Cost actually incurred by Consultant’s employees during the previous calendar month, to be invoiced at Hourly Rates for Consultant’s own employees specified in the Work Order, but never to exceed the total amount allowed for payment for Consultant’s employees Travel Time specified in the Work Order..
* If payment for Sub-Consultant’s employees’ Travel Time Cost is allowed for in the Work Order, Sub-Consultant’s employees Travel Time actually incurred by Sub-Consultant’s employees during the previous calendar month, to be invoiced at Hourly Rates for Sub-Consultant’s employees specified in the Work Order, but never to exceed the total amount allowed for payment for Sub-Consultant’s employees Travel Time specified in the Work Order.
  1. Invoicing for Retention Payment:

Process:

* Consultant shall, as allowed for in this Agreement, invoice the Judicial Council for all payments withheld under a Work Order.

Consultant’s invoice will provide:

* A list of the invoice numbers upon which retention was withheld;
* The amount of each retention on each invoice; and
* The total amount of retention to be paid.
  1. All invoices will be provided to the Judicial Council at the following address:

Judicial Council of California

Accounts Payable Department

455 Golden Gate Ave., Floor 6

San Francisco, CA 94102

With a copy to the Judicial Council Project Manager named in the applicable Work Order.

1. **Payment**
   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.
   2. Payment shall be made by the Judicial Council to the Consultant at the address specified on the face of the invoice presented.
   3. The Judicial Council may withhold full or partial payment to the Consultant in any instance in which the Consultant has failed or refused to satisfy any material obligation provided for under this Agreement or any applicable Work Order.
2. **Disallowance**

If the Consultant claims or receives payment from the Judicial Council that is later disallowed by the Judicial Council, the 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 the Consultant under this Agreement or any other agreement.

1. **Payment Does Not Imply Acceptance of Work**

The granting of any payment by the Judicial Council, or the receipt thereof by the Consultant, shall in no way relieve Consultant from its obligation or liabilty to correct unsatisfactory Work in accordance with the provisions of this Agreement and all applicable laws.

1. **Judicial Council Travel and Living Expenses Guidelines**
   1. If so specified in an authorized Work Order, the Judicial Council shall reimburse Consultant for Travel and Living costs, but subject to the following:
      1. If air transportation is authorized, the Judicial Council will reimburse Consultant only at the Actual Cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) Business Days prior to travel, unless the Project Manager agrees in writing to a shorter period.
      2. If overnight lodging expense is authorized, in accordance with the California Victim Compensation and Government Claims Board (formerly State Board of Control) guidelines, the Judicial Council will reimburse Consultant, at Actual Cost subject to the following not to exceed amounts (i) for hotel room rental at the actual cost, but not to exceed $250.00 per Day in San Francisco County, plus occupancy tax and/or energy surcharge; $125.00 per Day in Monterrey and San Diego Counties, plus occupancy tax and/or energy surcharge; $120.00 per Day in Los Angeles, Orange, and Ventura Counties, plus occupancy tax and/or energy surcharge; $140.00 per Day in Alameda, San Mateo, and Santa Clara Counties, plus tax and energy surcharge; or $110.00 in all other California counties, plus tax and energy surcharge; and (ii) for meals, but not to exceed the following maximum amounts per person per day: breakfast $8.00; lunch $12.00; dinner $20.00; and for incidentals, not to exceed $6.00 per day. Reimbursement for Travel and Living Expenses is subject to the provisions of and must be charged in accordance with the Judicial Council’s Guidelines for Travel and Living Expenses.
      3. If private-vehicle ground transportation expense is authorized, the Judicial Council will reimburse Consultant at the then published Federal cents per mile, pursuant to <https://www.irs.gov/tax-professionals/standard-mileage-rates>.
      4. Except as otherwise provided for in this Agreement, 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 or its Sub-Consultants’ employees that are spent traveling to or from the location where the Service(s) are performed.
      5. Travel and Living Expenses shall be billed to the Judicial Council at Consultant’s Actual Cost, including any discounts or rebates accorded to Consultant or its Sub-Consultants, and are not subject to any markup, fee, or other charge.
      6. Notwithstanding the preceding, Consultant is required to ensure its workers are paid, and Judicial Council shall reimburse Consultant to the extent applicable for, all travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9 or as otherwise required by the Prevailing Wage Laws.
2. **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 Sub-Consultants’ 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.

1. **Release of Claims**
   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 the 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).
   2. If Consultant has any outstanding claim against the Judicial Council for payment or for any other reason, Consultant shall, prior to submitting the final invoice due under a Work Order, or any other invoice, to which the alleged claim applies, provide Notice to the Judicial Council of such claim. Consultant’s failure to provide such Notice shall operate as a release of all claims.

**END OF EXHIBIT**

EXHIBIT D

HOURLY RATES

1. **Hourly Rates, Consultant Employees:**

|  |  |
| --- | --- |
| **Job Title** | **Hourly Rate** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. **Hourly Rates, Sub-Consultant Employees:**

The Hourly Rate quoted to Consultant at Actual Cost by its Sub-Consultant at the time a Work Order Proposal is provided to the Judicial Council, plus 10%.

**END OF EXHIBIT**

EXHIBIT E

Services Request Form

**Instruction: The Judicial Council Project Manager will complete this form and e-mail it to the Consultant.**

**Date Request Sent:** [Date]

**From:** [JC Project Manager Name]

[Address]

[Phone]

[Email]

**Project Name:**

**Request Number** \_\_\_\_\_\_\_\_\_\_

Request is made under Agreement Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Expiration date of Agreement is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judicial Council-Requested Date Services Will Commence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judicial Council-Requested Date Services Will Be Complete: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Will the Judicial Council Hold a Teleconference with all invited Consultants?**

Yes

No

**If Yes provide: Teleconference Date \_\_\_\_\_\_\_ and Time: \_\_\_\_\_**

**Call in Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Call Access Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Work Order Proposal Due Date:**

**Proposals are due on or before: [Enter Date and Time]**

**Proposals are to be-mailed to: [Provide E-mail Address]**

**Requested Work:**

The Judicial Council of California requests that you provide, in accordance with the provisions of the Agreement noted above, a Work Order Proposal for the above-referenced Project for the Work requested below.

Instructions: Judicial Council Project Manager will provide a description of the Work requested below. In the description, specify the location(s) at which the Work will need to provided and what documents (i.e. drawings, spec sheets, photos, etc.), if any, are being provided with the Services Request Form. Include descriptions of all applicable phasing and schedule constraints. Attach additional pages / documents as needed.

Description of the Requested Work:

(Insert text here)

Documents Referenced: (Judicial Council Project Manager to provide a list of all documents that are referenced in the Statement of Work. Copies of documents referenced will be attached to this Services Request Form or emailed along with it.

Insert Document Names Here

**Will Consultant Employees or Sub-Consultant Employees be working in restricted areas?**

Yes

No

**If Consultant Employees or Sub-Consultant Employees will be working in restricted areas, will such employees be required to work unescorted?**

Yes

No

Will the Work Guarantee Period for the Work provided be longer than the standard Work Guarantee Period (365 days) prescribed in the Agreement?

Yes

No

If Yes, the additional number of days during which the Work Guarantee Period will apply is \_\_\_\_\_\_ calendar days.

**Design / Cost Estimating Work:**

Will the Work to be provided by Consultant include design work or provide cost estimates?

Yes

No

If Yes, will the Work be subject to a Construction Budget already established in advance by the Judicial Council?

Yes. If Yes, designate the maximum amount of the Construction Budget: $\_\_\_\_\_\_\_\_

No.

**Pricing Methodology:**

Establish Pricing Methodology Consultant Will Provide: (**Check only one)**

Fixed Price Basis

Time and Materials Not to Exceed Basis

**Payment Methodology**:

**If Pricing Methodology is Fixed Price Basis** is checked above, establish how the Consultant is to be paid (**Otherwise, Leave Blank**): (**Check only one)**. If portions of the work are to be priced via different Methodologies, submit separate Services Request Forms for each portion of the Work.)

Percentage of Completion Basis

Using a Schedule of Values

Lump sum payment

**Note**: All Work done using a Time and Materials Based Pricing Methodology are paid for via the Time and Materials Payment Methodology – see Exhibit C, Section 3.6.2 of the Agreement)

**Detailed Schedule: (Check only one)**

Is the Consultant to provide a detailed dated schedule according to which the Work will be provided?

Yes

No

**Progress Reports**: (**Check only one)**

Is the Consultant to provide Progress Reports throughout the Project?

Yes

No

If “Yes” is checked, the Judicial Council Project Manager will provide a description of the Progress Reports that will be required. Include a detailed description of the information to be provided in the reports and the frequency with which the Reports must be filed with the Judicial Council Project Manager.

(Insert Text Here)

Referenced Documents: (Provide exact names, version numbers, and dates of referenced documents here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**END OF EXHIBIT**

EXHIBIT f

**Work Order Proposal Form**

**[Revision Number, if applicable]**

**Date Sent to the Judicial Council:** [Date]

**Judicial Council PM:** [As named on Services Request Form] Consultant PM: [Project Manager Name]

[Address] [Company]

[Address] [Address]

[Phone] [Phone]

[Email] [Email]

**Project Name:**  [As given on the Services Request Form]

**Request Number:** [As given on the Services Request Form]

Request is made under Agreement Number: \_\_[As given on the Services Request Form]\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Expiration date of Agreement is: \_[As given on the Services Request Form] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consultant to provide:

Date for Start of Work that Consultant can commit to: / / (i.e. Effective Date of Work Order) \*

Date for Completion that Consultant can commit to: / / (i.e. Expiration Date of Work Order) \*

Will the Date for Start of the Work be later in time than the Effective Date?

(Check only one)

No

Yes

If Yes Check only one and provide information if requested:)

Date for Commencement of Work: \_\_\_\_\_\_\_\_\_\_\_\_(Enter Date Here)

or

Judicial Council’s Project Manager shall issue a written Notice to Proceed establishing the Date for Commencement of Work

\* The Judicial Council Project Manager may request modifications to Consultant’s proposed Effective and Expiration Dates. If both Parties agree to modifications, the final and agreed dates will be posted here when the Work Order is authorized

**Did the Judicial Council’s Services Request Form require participation in a Teleconference?**

Yes

No

If Yes, did Consultant attend the Teleconference?

Yes

No

**Will Consultant Employees or Sub-Consultant Employees be working in restricted areas?**

[As given on the Services Request Form]

Yes

No

**If Consultant Employees or Sub-Consultant Employees will be working in restricted areas, will such employees be required to work unescorted?**

[As given on the Services Request Form]

Yes

No

Will the Work Guarantee Period for the Work provided be longer than the standard Work Guarantee Period (365 days) prescribed in the Agreement?

[As given on the Services Request Form]

Yes

No

[If applicable, as given on the Services Request Form]

If Yes, the additional number of days during which the Work Guarantee will apply is \_\_\_\_\_\_ calendar days.

**Design / Cost Estimating Work:**

[As given on the Services Request Form]

Will the Work to be provided by Consultant include design work or provide cost estimates?

Yes

No

If Yes, will the Work be subject to a Construction Budget already established in advance by the Judicial Council?

Yes. If Yes, designate the maximum amount of the Construction Budget: $\_\_\_\_\_\_\_\_

No.

**Instruction: Enter the Pricing Methodology and Payment Methodology required by the Judicial Council on the Services Request Form here:**

**Pricing Methodology: (Check only one)**

Fixed Price Basis

Time and Materials Not to Exceed Basis

**NOTE:** If portions of the Work are to be priced via different Pricing Methodologies, submit separate Services Request Forms for each portion of the Work. Do not mix Work using different Pricing Methodologies on one form.

**Payment Methodology: (Check only one)**

If the Pricing Methodology chosen is Fixed Price Basis, specify the Payment Methodology required by the Judicial Council on the Services Request Form here. If the Pricing Methodology chosen is Time and Materials Not to Exceed Basis, **do not complete the following section of this form.**

Percentage of Completion Basis

Using a Schedule of Values

A single lump sum payment when all Work has been completed

**Statement of Work:**

Enter the Description of the Work provided by the Judicial Council on the Services Request Form. Provide Job Titles and descriptions of tasks that any Key personnel or other personnel shall provide. The statement of work should be in chronological order. If proposals are solicited from several Consultants and a Consultant requests changes to the Description of the Work that are agreed to by the Judicial Council’s Project Manager, all Consultants solicited will be provided with the modified Description of the Work and will provide pricing in accordance with that modified Description of the Work. Clearly detail any assumptions that pertain to the Work that have been agreed to by both Parties.

(Insert Text Here)

Documents Referenced: (Consultant to provide a list of all documents that are referenced in the Statement of Work. Referenced documents form a part of this Work Order.

(Insert Document List Here)

Consultant shall provide copies of the actual documents referenced as attachments to this Proposal. MS Word format preferred if possible.

**Price Quotation:**

Based on the Description of the Work provided above, Consultant shall provide pricing as follows:

**Section 1: Fixed Price Basis Methodology**

If the Pricing Methodology for the Work is Fixed Price Basis, complete this Section 1 as directed below and delete Section 2 below.

(An Excel Spreadsheet may be provided in fulfillment of the requirements specified below).

1. Provide a table calculating costs of Work for Consultant’s own employees who will be engaged in providing the Work in Accordance with Exhibit C, Section 3.5.1 of the Agreement.
2. If Sub-Consultant(s) will be engaged in providing the Work, provide a table calculating costs of Work for any Sub-Consultant employees who will be engaged in providing the Work in Accordance with Exhibit C, Section 3.5.2 of the Agreement. Provide a separate table for each Sub-Consultant.
3. If Travel and Living Costs will be incurred to provide the Work, provide a Table of expected Travel and Living Costs in Accordance with Exhibit C, Section 3.5.3 of the Agreement.
4. If Reimbursable Items are necessary to perform the Work, provide a table of costs for Reimbursable Items in accordance with Exhibit C, Section 3.5.4.
5. If will be necessary for the Judicial Council to reimburse Consultant for Consultant’s employees Travel Time, provide a table of expected Employee Travel Time Costs in accordance with Exhibit C, Section 3.5.5 of the Agreement.
6. If will be necessary for the Judicial Council to reimburse Consultant for Consultant’s Sub-Consultant’s employees Travel Time, provide a table of expected Employee Travel Time Costs in accordance with Exhibit C, Section 3.5.6 of the Agreement. Provide a separate table for each Sub-Consultant.
7. If will be necessary for the Judicial Council to reimburse Consultant for Consultant’s Sub-Consultant’s employees Travel Time Cost(s), provide a table of expected Employee Travel Time Costs estimated in accordance with Exhibit C, Section 3.5.6 of the Agreement. Provide a separate table for each Sub-Consultant.
8. Provide a total of the totals of all of the tables submitted as detailed above per the instructions below:
   1. If the Judicial Council has designated that the Pricing Methodology applicable to the Work Order is Fixed Price, the total of all of the totals of all tables submitted will constitute the maximum Fixed Price Consultant may propose for the Work solicited under this Work Order. Label this total as “Fixed Price:”
   2. If Consultant wishes to discount the Fixed Price Proposed. Consultant should provide a lower Fixed Price. Label this amount as “Discounted Fixed Price.

**Section 2: Time and Materials Not to Exceed Basis Methodology**

If the Pricing Methodology for the Work is Time and Materials Not to Exceed Basis, complete this Section 2 as directed below and delete Section 1 above.

(An Excel Spreadsheet may be provided in fulfillment of the requirements specified below).

1. Provide a table calculating costs of Work for Consultant’s own employees who will be engaged in providing the Work in accordance with Exhibit C, Section 3.5.1 of the Agreement.
2. If Sub-Consultant(s) will be engaged in providing the Work, provide a table calculating costs of Work for any Sub-Consultant employees who will be engaged in providing the Work in accordance with Exhibit C, Section 3.5.2 of the Agreement. Provide a separate table for each Sub-Consultant.
3. If Travel and Living Costs will be incurred to provide the Work, provide a table of expected Travel and Living Costs in accordance with Exhibit C, Section 3.5.3 of the Agreement.
4. If Reimbursable Items are necessary to perform the Work, provide a table of costs for Reimbursable Items in accordance with Exhibit C, Section 3.5.4.
5. If it will be necessary for the Judicial Council to reimburse Consultant for Consultant’s employees Travel Time, provide a table of expected employee Travel Time Costs in accordance with Exhibit C, Section 3.5.5 of the Agreement.
6. If it will be necessary for the Judicial Council to reimburse Consultant for Consultant’s Sub-Consultant’s employees Travel Time Cost(s), provide a table of expected employee Travel Time Costs in accordance with Exhibit C, Section 3.5.6 of the Agreement. Provide a separate table for each Sub-Consultant.
7. Provide a total of the totals of all of the tables submitted. Identify this price by labeling it the “Time and Materials Not to Exceed Price” you are proposing to perform the Work.

**Section 3: Fixed Price Methodology – Payment Methodology Using a Schedule of Values**

If the Pricing Methodology for the Work is Fixed Price Basis and the Payment Methodology specified is according to a Schedule of Values, complete this Section 3 as directed below. If not, delete this Section 3.

Provide a table of suggested payment amounts for the Work that shall be provided during the Project. Suggested payments should be in proportion to the portion of the Work that the Service or Deliverable being provided represents. Not every service or Deliverable needs to be associated with a payment.

Note: The Judicial Council does not make “up front” payments for Work. Payments will only be made upon successful provision of a Service or provision of a Deliverable. Do not propose up-front payments.

Schedule of Values:

|  |  |  |
| --- | --- | --- |
|  | **Description of Deliverable or Service** | **Payment Amount** |
| 1 |  | $ |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
|  | **Work Order Grand Total** | **$** |

The Judicial Council Project Manager may request modifications to the proposed payment points and amounts. If both Parties agree to modifications, the final and agreed-upon table will be posted here when the Work Order is authorized.

**Section 4: Detailed Schedule:**

If no Detailed Schedule has been requested on the Services Request Form, delete this Section 4.

If the Judicial Council Project Manager has checked “Yes” in the “Detailed Schedule” section of the Services Request Form, provide a suggested detailed and dated schedule of events of importance, indicating when certain Work is due or certain Deliverables must be provided. The schedule must be in chronological order and identify the important actions of both Parties that must be accomplished on or before a date certain. Schedule Dates must be dated between or on the Work Order Effective Date and the Work Order Expiration Date. NOTE: All obligations of Consultant’s Sub-Consultant(s) are to be shown in the schedule as “Consultant” obligations. Identify all points in time where critical dependencies (i.e. actions that one Party must complete in order for the other Party to continue performance) exist. If the actions of Third Parties comprise part of the critical path, identify the Third Party and the obligation. Dates provided must not be earlier than the Effective Date or later than the Expiration Date given at the top of this form. Do not describe Due Dates as estimates, estimated, or approximate. Unless explicitly agreed to with the Judicial Council’s Project Manager in writing, dates are not to be described as “Estimates” or “Estimated.”

The Judicial Council may request modifications to the proposed Schedule. If both Parties agree to modifications, the final and agreed-upon schedule will be posted here when the Work Order is authorized.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Description of Work** | **Critical**  **Path \*** | **Responsible Party**  **(X only One Box per line)** | | | **Date**  **Due** |
| **Judicial**  **Council** | **Consultant** | **Third**  **Party** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |

\*Is the described Work a Critical Path dependency?

Note: If the Project Managers of the Parties agree, a Gantt chart providing the information shown on the table above may be substituted for the above.

\***If the Payment Methodology is based on a Schedule of Values, include all Deliverables and any Services specified in that Schedule of Values in the Detailed Schedule.**

**Section 5: Progress Reports:**

If no Progress Reports are requested on the Services Request Form, delete this Section 5.

If the Judicial Council Project Manager has checked “Yes” in the “Progress Reports” section of the Services Request Form, copy the description of the Progress Reports from that form and enter below. If both Parties have agreed to changes in the reporting requirements, the final agreed to requirements must be posted here when the Work Order is authorized.

Referenced Documents: (As given in the Services Request Form or subsequently agreed to with the Judicial Council’s Project Manager:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Insert Text Here)

**End of Work Order Proposal Form**

EXHIBIT g

General Scope of Work

The following provides a generalized description of the scope of the various types of Work that may be performed under Work Orders authorized pursuant to this Agreement. Work Orders will further elucidate descriptions / specifications of the Work in their Statements of Work.

In addition to the below noted scope, Consultant may, with the permission of the Judicial Council and subject to authorized Work Orders, perform other Work; provided, however, that the performance of that Work is necessary in order to provide or support Work detailed in the scope given below, and that that Work may, in the sole discretion of the Judicial Council, be appropriately performed under the provisions of this Agreement. Any such Work must be priced in accordance with the provisions of this Agreement pertaining to Consultant and its Sub-Consultant(s).

* 1. Provide architectural plan and specification review during various stages of Capital and Facility Modification Projects. Plan reviews will be conducted to ensure conformance with approved plans, and compliance with fire and life safety code and Judicial Council standards requirements in effect for the State-owned buildings. Provide recommendations as may be appropriate based on best practices, latest innovations, accumulated experience and lessons learned.
  2. Provide smoke control peer review of design performed by others and as directed by the State Fire Marshal or other Authority Having Jurisdiction (“AHJ”). Smoke control experts acceptable to the AHJ (usually State Fire Marshal) must perform such peer review.
  3. Provide, where required, smoke control special inspection during construction phase to verify that the smoke control system as installed conforms to the design parameters of the approved smoke control report prepared by the architect design team and per requirements of the California Building Code and California Fire Code.
  4. Provide review of deferred submittals during construction phase of fire protection systems (e.g. fire sprinkler systems, fire alarm systems, etc.) to ensure compliance with State and local building codes, National Fire Protection Association (NFPA) standards, architect’s plans and specifications and requirements of the Judicial Council.
  5. Provide field inspections/surveys during construction and commissioning phases of all or specific fire and life safety systems to ensure compliance with State and local building codes, NFPA standards, architect’s plans and specifications and requirements of the Judicial Council.
  6. Preparation of engineering judgments on fire and life safety issues as required during design and construction phases. Peer review of engineering judgements prepared by others (e.g. architects, contractors, and manufactures).
  7. Provide review and analysis of specific State Fire Marshal inspection citations during construction and commissioning phases, and provide recommendations on suitable course(s) of action.
  8. Prepare Alternate Methods of Construction documentation where recommended or requested for review and possible acceptance by the State Fire Marshal or other AHJ.
  9. Negotiate with State Fire Marshal/AHJ on behalf of the Judicial Council on fire and life safety issues in connection with any of the work elements listed herein.
  10. Prepare lessons learned document on specific or various aspects of fire and life safety issues on individual or multiple projects as requested.
  11. Provide inspections, survey and analysis of existing facilities on fire and life safety systems and recommendations for repair, additions, and modifications. Examples include, without limitation, fire sprinkler systems and associated equipment, and fire alarm systems.
  12. Prepare specifications and/or scope of work with drawings where required for repair, additions, and modifications for fire and life safety systems in existing facilities that would meet the requirements of State Fire Marshal or local fire departments. Provide supervision and commissioning services as needed or requested.
  13. Perform review and analysis of specific State Fire Marshal inspection correction notices for existing facilities and provide recommendations on appropriate course(s) of action. Provide code analysis and/or engineering judgments where required or requested.
  14. Provide consulting services on an as-needed basis related to code interpretation, analysis of specific fire and life safety issues, engineering calculations, consultations with State Fire Marshal and local fire department recommendations where appropriate.
  15. Perform special projects to enhance the ability of the Judicial Council to successfully implement its design, construction, inspection, and maintenance programs of courthouse projects or facilities. Examples include preparation of forms, procedures, specifications, and standards related to fire protection and life safety.

EXHIBIT H

Consultant’s Areas of Specialization

**(Insert Information from Attachment 5 to the RFQ – Excel Spreadsheet)**

EXHIBIT I

Judicial Council Background Check Authorization POLICY

**Security Operations’ Contractor Clearance Program**

The designated Judicial Council contact and/or Contractor (or Consultant) contact are responsible for reviewing this information and related restrictions, such as evaluation criteria, with “Applicants.” Applicants must read, sign, and date this form. The Judicial Council contact or Contractor contact will obtain from Security Operations (SO) an Applicant Packet with instructions for fingerprinting.

In connection with my work under a contract with the Judicial Council, I authorize procurement of a background check that includes:

* A statewide criminal history from the California Department of Justice (DOJ);
* A national criminal history from the Federal Bureau of Investigation (FBI); and
* A national criminal history from the National Law Enforcement Telecommunications System (for non-California residents only).

I authorize the release of this information without restriction to the Judicial Council for purposes of determining my suitability for unescorted access to Restricted Areas, which are defined as any area of either the California Courts Technology Center, a court or Judicial Council facility which (1) contains a means to connect to FBI and CA DOJ criminal databases via the California Law Enforcement Telecommunications System (CLETS) or (2) contains any records or information (stored in physical or electronic format) that were obtained via CLETS. The definition of Restricted Area also applies to areas where CLETS information can be discussed, electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

I agree that the results of my background check may be reviewed by SO staff. I understand that:

* SO will determine my suitability for unescorted access using a list of evaluation criteria that are based on FBI security policy and CA DOJ regulations for CLETS.
* SO will notify the Judicial Council contact(s) and the Contractor contact(s) whether I am suitable for unescorted access. SO will not, however, disclose any details from my background check.
* SO will follow FBI and CA DOJ instructions to keep the criminal record result information secure. SO will delete the results after evaluation.

I acknowledge that a scanned or faxed copy of this release shall be as valid as the original.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Signature: |  | | | Date: |  | | |
| Printed name: | |  | | Employer: | |  | |
| County/state of residence: | | |  | Operating company: | | |  |

**Badge Information/Authorization**

Security Operations’ Contractor Clearance Program

The designated Judicial Council contact and/or Contractor (or Consultant) contact are responsible for reviewing this information with “Applicants.” Applicants must provide badge information and a digital photograph for a badge. The Judicial Council contact or Contractor contact will submit these items to Security Operations (SO). The items will only be used for badging purposes.

If the Applicant is found suitable for unescorted access to Restricted Areas, SO will send a Contractor badge to the Judicial Council contact or Contractor contact for distribution. Contractors must wear these badges in a visible location at all times while in a Restricted Area, and must return the badges if requested or when they stop working in the Restricted Area.

For Applicant—print badge information below.

|  |  |  |  |
| --- | --- | --- | --- |
| First Name: |  | | |
| Last Name: |  | | |
| Employer: |  | | |
| Height: |  | Hair color: |  |
| Eye color: |  | Year of birth: |  |

Provide a digital photo (image file, not pdf) that:

* Reflects your current appearance (within the last six months)
* Was taken in front of a plain white or off-white background
* Shows your head and shoulders clearly (no hats/sunglasses)
* Shows you facing the camera directly (not a profile shot)
* Is not too small, blurry, or grainy to be used on a badge

Thank you.

For Judicial Council Project Manager —authorize and date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| **For SO Use Only – Background Check Group** | |
| IT | REFM—BANCRO |
| FIN | REFM—BUR |
| REFM—IDIQ | REFM—SACTO |
| Other (specify): |  |

EXHIBIT J

Request for Payment FORM

**(Insert Information from Attachment 7 to the RFQ – PDF file)**

EXHIBIT K

**GEOGRAPHIC AREA OF PERFORMANCE**

**(Insert Information from Attachment 14 to the RFQ)**

**END OF EXHIBIT**

**END OF AGREEMENT**