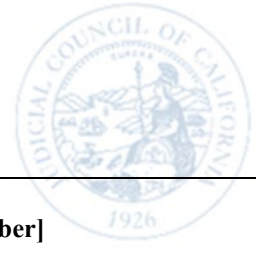


ATTACHMENT B



Judicial Council of California
STANDARD AGREEMENT rev Dec. 2019

AGREEMENT NUMBER [@Agreement number]
CONTRACTOR'S FEDERAL ID NUMBER [@ ID #]

- In this agreement ("Agreement"), the term "Contractor" refers to **[@Contractor name]**, and the term "Judicial Council" refers to the Judicial Council of California.
- This Agreement is effective as of **[03/2021]** ("Effective Date") and expires on **[03/2024]** ("Expiration Date"). This Agreement does not include options to extend, and shall expire at the end of the Initial Term ("Initial Term").
- The purpose or title of this Agreement is: Plumbing Services for fixture assessment, replacement and/or upgrade at Courthouse facilities within Los Angeles County. Contractor must hold a C-36 License valid in the State of California. *The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement*
- The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Exhibit A – Materials and Services
- Exhibit B – Payment Provisions and Service Work Order Authorization Process
- Exhibit C – General Provisions
- Exhibit D – Defined Terms
- Exhibit E – Services Request Form
- Exhibit F – Contractor Proposal Form
- Exhibit G – Rates by Service and Fixture Type
- Attachment 1 – Acceptance and Signoff Form
- Attachment 2 – Prevailing Wage Labor Certification Form
- Attachment 3 – Unruh Civil Rights Act and FEHA Certification

- Attachment 4 – Building Information Lists
- Attachment 5 – Disabled Veteran's Business Enterprise Participation Certification
- Attachment 6 – Payment and Performance Bond
- Attachment 7 – Contractor's Insurance Documents
- Attachment 8 – Worker's Compensation Certification
- Attachment 9 – Judicial Council's Tool Control Policy
- Attachment 10 – Judicial Council's Internal Background Check Policy



JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i> [@Contractor name] C-36 License Number: [#]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
DATE EXECUTED	DATE EXECUTED
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688	ADDRESS [@Address]

EXHIBIT A

Materials and Services

1. Background and Purpose.

- 1.1 Authorize the Contractor to provide plumbing Services for Fixture (“Fixture”) assessment, replacement, and/or upgrade at Judicial Council locations within Los Angeles County only (“Locations”). The Judicial Council anticipates a need for plumbing Services for Fixture assessment, and replacement at the Clara Shortridge Foltz Criminal Justice Center, Van Nuys Courthouse East, Compton Courthouse, Pasadena Courthouse, and Stanley Mosk Courthouse. Service requests may be issued for additional locations within Los Angeles County on an as needed basis.
- 1.2 Contractor(s) may be required to perform Services at Judicial Council Locations for Services that may be scheduled during business and non-business hours .
- 1.3 Contractor shall perform Services as indicated below in Section 3, Description of Services, as necessary, per a Service Work Order (“SWO”) issued through the computer aided facility management (“CAFM”) system. In the context of this Agreement and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue SWOs and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion. See Exhibit B, Payment Provisions and Service Work Order Authorization Process.

2. Description of Materials. Any Fixture replacement and associated materials replacement shall be billed by the Contractor as a Direct Cost of Work. The Judicial Council shall purchase from Contractor, and Contractor shall sell to the Judicial Council the following products, goods, materials, and supplies (“Materials”) free and clear of all liens, claims, and encumbrances, as follows:

- 2.1 Fixtures, associated valves, if any, and parts on an as needed basis to replace and/or upgrade existing malfunctioning fixtures, and associated valves.
- 2.2 **Risk of Loss; Title.** Contractor will deliver the Materials “Free on Board Destination Freight Prepaid”, to the Judicial Council Address specified in the applicable SWO. Title to the Materials vests in the Judicial Council upon payment of the applicable purchase price. Materials will **not** be paid for in advance, only upon receipt or installation;
- 2.3 **Inspection and acceptance criteria for Materials.**
 - 2.3.1 Timeliness: The Materials were delivered on time;
 - 2.3.2 Completeness: The Materials contained the features required in the Contract; and
 - 2.3.3 Technical accuracy: The Materials were accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard), and concepts are presented logically and clearly.
- 2.4 **Materials Warranties.** Contractor warrants that the Materials will be merchantable for their intended purposes, free from all defects in materials and workmanship, in compliance with all applicable specifications and documentation, and to the extent not manufactured pursuant to detailed designs furnished by the Judicial Council, free from defects in design. The Judicial Council’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- 2.5 **Purchase of Materials and Equipment.** The Contractor is required to order and obtain materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Judicial Council to assure that there will be no delays.
- 2.6 **Off-Site Storage of Materials and Equipment Only Upon Judicial Council’s Written Consent.** Contractor shall not store materials and/or equipment off site without first obtaining the Judicial

Council's express, written consent. If Contractor receives Judicial Council's consent to store materials and/or equipment off site ("Stored Materials"), Contractor shall comply with all of the following:

- 2.6.1 **Property of Others Insurance.** Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the Judicial Council that shall protect Contractor and Judicial Council from all claims for Stored Materials that are lost, stolen, or damaged. The Judicial Council shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid to the owner of the affected property, either the Contractor or Judicial Council. If approved in advance by Judicial Council, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond." See Exhibit B, Section 3.5.1 for additional detail.
- 2.6.2 **Payment for Stored Materials.** Judicial Council shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the Judicial Council and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:
 - 2.6.2.1 Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and
 - 2.6.2.2 Verified invoices for the Stored Materials; and
 - 2.6.2.3 Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the Judicial Council. These documents shall include certificates and endorsements stating the coverage and that the Judicial Council is a loss payee or obligee, as appropriate.

3. Services.

3.1 Description of Services. Contractor shall perform the following services ("Services"):

- 3.1.1 The Contractor shall provide assessment, and replacement services for Fixtures, and associated valves, if any, at Judicial Council locations at the request of the Judicial Council.
- 3.1.2 Requested services include, but are not limited to, an assessment of the existing Fixtures and associated valves, if any, and development of a Construction Cost Estimate to replace and/or upgrade the Fixtures as recommended in the assessment report. The Contractor is expected to provide timely labor and expertise. The assessment, Phase 1 ("Phase 1") Services, will be compensated based on the Contractor's proposed price for assessment on a per Fixture basis, as indicated in Exhibit G – Rates by Service and Fixture Type. Contractor's Construction Cost Estimate for the replacement, Phase 2 ("Phase 2") Services, will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification (See Exhibit B, Section 6, Labor Costs and Prevailing Wage for additional detail), plus the mark-up for overhead and profit, and mark-up for general conditions, as indicated in as indicated in Exhibit G – Rates by Service and Fixture Type.
- 3.1.3 The documentation for Services shall include the Acceptance and Sign-off Form (Attachment 1) and the Contractor's invoice.
- 3.1.4 Assessment of existing plumbing Fixtures and associated items, Phase 1. The Contractor shall compile an inventory of each plumbing Fixture in the assigned courthouse, indicating the existing condition and functionality, and a recommendation to leave the Fixture, and associated valves, if any, as is or to replace the Fixture and associated valves, if any. The Judicial Council shall provide the Contractor with information regarding previous issues experienced by the facilities maintenance team for Fixtures at the Location. Contractor shall complete the following tasks, including, but not limited to:

- 3.1.4.1 Identify existing plumbing Fixtures, and associated valves, if any, on each level of facility as indicated in the authorized SWO;
 - 3.1.4.2 Evaluate the existing condition of the plumbing Fixtures, and associated valves, if any, and note any imminent failures in the Fixtures, and associated valves;
 - 3.1.4.3 Test the functionality of the plumbing Fixtures and associated valves;
 - 3.1.4.4 Determine and identify where replacements are recommended based on existing condition, functionality, age and reliability;
 - 3.1.4.5 Identify operational constraints that may affect the cost of replacement;
 - 3.1.4.6 In the event the plumbing fixture is inaccessible to assess by visual or operational observation, the Contractor shall be responsible for any costs associated with cutting, patching, and repairing any materials involved in adequately assessing the fixture.
- 3.1.5 Phase 1 deliverables to be provided by the Contractor are including, but not limited to, an individual assessment report (“Assessment Report”) for each facility that shall include the following:
- 3.1.5.1 Inventory of existing plumbing fixtures per level of the facility;
 - 3.1.5.2 Existing condition assessment – inspection notes and functionality;
 - 3.1.5.3 Recommendations for replacement or upgrade;
 - 3.1.5.4 Issues, challenges, and identified considerations to complete the recommendations;
 - 3.1.5.5 Cost estimate for replacement or upgrade of plumbing Fixture and accessories; and
 - 3.1.5.6 Estimated schedule for replacement or upgrades.
- 3.1.6 Plumbing Contractor will be responsible for the following for the duration of Phase 1:
- 3.1.6.1 Meetings to discuss the scope of work and expectations of the assessment;
 - 3.1.6.2 Planning meetings for in-person inspections at each facility;
 - 3.1.6.3 In-person inspections at each facility;
 - 3.1.6.4 Progress meetings; and
 - 3.1.6.5 Final walk thru to discuss and confirm acceptance of final deliverables.
 - 3.1.6.6 In the event the plumbing fixture is inaccessible to assess by visual or operational observation, the Contractor shall be responsible for any costs associated with cutting, patching, and repairing any materials involved in adequately assessing the fixture.
- 3.1.7 Phase 2, development of a Construction Cost Estimate (“Construction Cost Estimate”). Contractor shall develop a Construction Cost Estimate for each facility to replace and/or upgrade the Fixtures recommended in the assessment in a future project. The construction cost estimate shall consider and include as applicable, all of the conditions presented in the Assessment Report developed in Phase 1, as well as any costs associated with cutting, patching and repairing for the upgrade or replacement of the Fixture(s). The Construction Cost Estimate shall take into consideration foreseen issues and challenges that may arise to replace and/or upgrade the Fixtures and associated valves, as required. In addition, the Construction Cost Estimate shall include pricing to cover the hours of work, including both standard and non-standard business hours.
- 3.1.8 **Work Hours:** Since the Work will be taking place in an occupied court facility, the Contractor will be required to coordinate Work in such a way as to not disrupt court operations. Certain work may be required to be completed after hours or on weekends. The individual Service Work Order will include any restrictions on hours of work. If the Service Work Order does not include a restriction on hours of work, then the work must take place during business hours. Contractor will not be entitled to any additional compensation for performing services on the weekends,

holidays or after-hours on business days. See Exhibit B, Section 6.5, Hours of Work, and Exhibit C, Section 1.6, No Interference with Court Operations for additional detail.

3.2 Cutting, Patching, and Repairing: Prior to any cutting or removing of existing materials, Contractor must ensure that a hazardous material survey has been completed on all materials disturbed by cutting or removing activities. Refer to Section 3.3 Hazardous Materials for additional detail. By starting cutting or patching operations, the Contractor acknowledges receipt of owner-provided hazardous material survey results, completion of abatement requirements prior to cutting or removing, acceptance of existing conditions, and the responsibility to restore the cut and patched area to match the original conditions.

- 3.2.1 Contractor is responsible for all cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
- 3.2.2 Contractor must not damage or endanger any portion of the Work, or the work of Owner or any separate contractors, by cutting, patching or otherwise altering any work.
- 3.2.3 The cutting work shall be executed by methods that will avoid damage to surrounding areas and provides proper surface conditions to receive patching, repairing, and finish work.
- 3.2.4 Surfaces shall be refinished to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- 3.2.5 Contractor is responsible for providing supports to assure structural integrity of the surroundings, devices, and methods to protect other portions of the surroundings from damage.
- 3.2.6 Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor. Contractor must not unreasonably withhold from Owner or any separate contractor its consent to cutting or otherwise altering the Work.

3.3 Hazardous Materials: Prior to performing any work that would disturb the existing conditions (i.e. cutting, removing, etc.), the Contractor shall coordinate with the Owner to complete an owner-provided hazardous material survey on all materials that will be disturbed to perform the scope of work of Phase 1 and Phase 2. The Contractor will be required to coordinate work with the Judicial Council's Asbestos Management Plan and Hazardous Materials Management Process, as required by the Service Work Order process. All test results will be provided to the contractor prior to performing work. The Contractor will be responsible for soliciting and contracting with a licensed abatement contractor to perform abatement of hazardous material present in accordance with all regulatory requirements. For additional detail regarding Hazardous Materials see Exhibit C, 1.5(1.5.1) through (1.5.8).

- 3.3.1 Contractor must comply with all federal, State, county and local laws, statutes, ordinances and other regulations covering the use, storage, transportation and disposal of any Hazardous Materials on the Project, and must obtain all permits and pay all fees and taxes related thereto for all services and materials required to perform the Project.
- 3.3.2 The term "Hazardous Materials" as used herein means without limitation: (a) any chemical, compound, or substance that is defined or listed in, or otherwise classified pursuant to, any federal or State law as a "hazardous substance," "hazardous waste," "hazardous material," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," pollutant, or contaminant; (b) petroleum, natural gas, liquefied natural gas, synthetic gas usable as fuel; (c) "hazardous substance" as defined in section 25281(h) of the California Health and Safety Code; (e) "waste" as defined in section 13050(d) of the California Water Code; (f) asbestos containing materials; and (g) any other material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace of the environment. "Hazardous Materials" do not include the foregoing to the extent that they are (i) contained in products that are commercially available in the United States of America; and (ii) used in quantities or concentrations that do not violate federal or State environmental law.
- 3.3.3 Prior to starting Work on any Project, Contractor must submit to Owner three (3) copies of a list of all Hazardous Materials expected to be used on the Project. Contractor must keep a copy

of the list at the Project Site. This list must include but not be limited to any cleaners, solvents, paints or explosive charges used in the Work. Contractor must submit one (1) copy of OSHA Form 20 - Material Safety Data Sheet ("MSDS") for each material listed and must advise every person at or near the Project Site of these materials, of proper handling, and of proper action in case of accident or exposure.

- 3.3.4 Contractor must safely contain and store all its Hazardous Materials, and in the event of spill or discharge, must immediately notify all required federal, State, county and local agencies including the fire department. Contractor must protect personnel from exposure and provide treatment as necessary.
 - 3.3.5 Contractor must immediately advise Owner of any potentially Hazardous Materials encountered at the Project Site and must take all necessary action to prevent exposure of personnel until the material is identified and proper action can be taken.
 - 3.3.6 Contractor must not store or use any Hazardous Materials near air intakes or doors and windows serving persons on or off the Project Site without proper protection and safeguards to prevent exposure.
 - 3.3.7 Contractor must exercise all required precautions and safeguards in the storage, use and disposal of Hazardous Materials. Nothing in this Article 3.3, "Hazardous Materials", relieves Contractor of responsibility for compliance with all applicable laws and statutes, or other provisions of this Agreement, particularly Contractor's responsibility for damage and preservation of life and property.
- 3.4 Description of Deliverables.** Contractor shall deliver to the Judicial Council the following work products ("Deliverables"):
- 3.4.1 Phase 1 Assessment Report and deliverables stated above in Exhibit A, Section 3.1.5.
 - 3.4.2 Development of a Phase 2 Construction Cost Estimate as stated above in Exhibit A, Section 3.1.7.
- 3.5 Acceptance Criteria.** The Services and Deliverables must meet the following acceptance criteria or the Judicial Council may reject the applicable Services or Deliverables. The Judicial Council may use the attached Acceptance and Signoff Form (Attachment 1) to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
- 3.5.1 Timeliness: The Service or Deliverable was delivered on time;
 - 3.5.2 Completeness: The Service or Deliverable contained the Data, Materials, and features required in the authorized SWO;
 - 3.5.3 Technical Accuracy: The Service or Deliverable is accurate as measured against commonly accepted practices (i.e. an industry standard, or de facto marketplace standard).
- 3.6 Standard of Professionalism:** Contractor shall conduct all Work consistent with professional standards for the industry and type of work being performed under the Contract.
- 3.7 Performance of Work:** Contractor shall provide, and shall act to ensure that Contractor, its employees, Subcontractors and consultants provide all Work specified in these Contract Documents to the Judicial Council's satisfaction, in compliance with the standards specified in the Contract Documents and in the authorized Service Work Order.
- 3.7.1 If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the Judicial Council, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.
- 3.8 Liquidated Damages:** Time is of the essence for all work Contractor must perform to obtain Project Completion. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the Judicial Council will sustain in the event of and by

reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85, Contractor shall forfeit and pay to Judicial Council the sum(s) identified in a Service Work Order as liquidated damages ("Liquidated Damages") for each and every Day of delay beyond the agreed upon Project Time in a Service Work Order.

- 3.8.1 It is hereby understood and agreed that neither the total cumulative Liquidated Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - 3.8.2 In the event any portion of the Liquidated Damages is not paid to the Judicial Council, the Judicial Council may deduct that amount from any money due or that may become due the Contractor under this Contract. The Judicial Council's right to assess Liquidated Damages is as indicated herein and in any Service Work Order. Contractor and Surety shall be liable for and pay to Judicial Council the entire amount of Liquidated Damages including any portion that exceeds the amount of the Project Price then held, retained or controlled by Judicial Council.
 - 3.8.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the Project Time for a reasonable time as the Judicial Council may grant. This provision does not exclude the recovery of damages for delay by either Party under other provisions in this Contract.
- 3.9 Project Managers.** The project manager is an assigned representative or designee of the Judicial Council. The Judicial Council may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is an assigned representative or designee of the Contractor. Subject to written approval by the Judicial Council, Contractor may change its project manager without need for an amendment to this Agreement.
- 3.10 Service and Work Warranties.** Contractor warrants that: (i) the Services and Work will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Judicial Council's acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Judicial Council.
- 3.10.1 Contractor warrants and represents that its employees and its Subcontractors' employees assigned to perform Work under this Contract have the appropriate required credentials in the specified area(s) of competence required by Contract Documents and/or an authorized Service Work Order.
 - 3.10.2 Contractor warrants and represents that its employees and its Subcontractors' employees assigned to perform Work under this Contract have the appropriate skills, training, and background reasonably commensurate with his or her level of performance or responsibility so as to be able to perform in a competent and professional manner in accordance with generally accepted industry standards.
 - 3.10.3 Contractor warrants that the Work provided hereunder will conform to the standards established by this Contract and its authorized Service Work Orders.
 - 3.10.4 All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the Work provided hereunder.
 - 3.10.5 Contractor warrants that the Work will be performed on time and according to the applicable schedule or within the dates specified in a Service Work Order.
 - 3.10.6 Contractor warrants that the Work to be provided hereunder will conform to the requirements of this Contract and as provided in a Service Work Order authorized hereunder. This warranty shall begin upon the date of the Judicial Council's final payment for the Work provided under a

Service Work Order, and shall extend for a period of one (1) year unless a Service Work Order extends that time period (“Warranty Period”). If the Judicial Council identifies defect(s) in the Work provided during the Warranty Period, Contractor shall either re-perform the Work or otherwise remedy the defect to the satisfaction of the Judicial Council. Contractor shall (unless a longer period is agreed to in writing with the Judicial Council’s Project Manager) have a period of ten (10) Business Days following receipt of Notice of the existence of a defect, in which to provide a cure. In no event shall the Judicial Council be responsible for any costs incurred by Contractor to remedy any deficiencies in the Work

3.10.7 All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, the Court(s), the Counties and/or any other customer agencies or other beneficiaries of the Work provided hereunder.

3.11 Disruption of Owner’s Normal Operations: The effects of disruption upon the Courthouse facility will be established and planned to minimize such disruptions. Contractor must give timely advance notice to Owner of any Work that unexpectedly is likely to be disruptive to Owner’s, and building occupants’, normal operations at or near the area work. If Contractor does not so advise Owner, Owner has the right to temporarily suspend Contractor’s Work or to require Contractor to modify its work operations to eliminate any disruption and Contractor is not entitled to any adjustment in the Service Work Order Sum or Service Work Order Time for any delay or additional costs associated therewith.

3.11.1 Any disruption of building services requires prior approval. Contractor shall coordinate scheduled outages with the regional staff, facility liaison, and affected customers prior to submitting the schedule for approval. Outages affecting five to ten persons require a minimum two (2) workday’s notification prior to outage. Outages affecting more than ten (10) persons require (5) workdays notification. Such notification shall be made for disruptions of any services (such as utility outages, etc) or disruptions, loud noise, or strong odors caused by any maintenance and construction work.

3.12 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

3.13 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Judicial Council required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

3.14 Stop Work Orders.

3.14.1 The Judicial Council may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

3.14.2 If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:

3.14.2.1 The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

3.14.2.2 Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Judicial Council decides the facts justify the action,

the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.

3.14.3 The Judicial Council shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

- 4. Acceptance or Rejection.** All Materials, Services, and Deliverables are subject to acceptance by the Judicial Council. The Judicial Council may reject any Materials, Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Council). If the Judicial Council rejects any Material, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Material, Service, or Deliverable at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Material, Service, or Deliverable to the Judicial Council within ten (10) business days after the Judicial Council's rejection, unless otherwise agreed in writing by the Judicial Council. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council accepts such corrected Material, Service, or Deliverable. The Judicial Council may terminate that portion of this Agreement which relates to a rejected Material, Service, or Deliverable at no expense to the Judicial Council if the Judicial Council rejects that Material, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

END OF EXHIBIT A

EXHIBIT B

Payment Provisions and Service Work Order Authorization Process

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Judicial Council, and the Judicial Council shall compensate Contractor, as set forth in this Exhibit B. The maximum amount the Judicial Council shall be obligated to pay to Contractor under a SWO shall not at any time exceed the total amount specified on the face of the SWO. No verbal agreements will be honored.
2. On any given date, except as permitted under Section 6 below, the maximum amount the Judicial Council shall be obligated to pay to Contractor under this Agreement shall not at any time exceed the SWO Sum as of that date.
3. Except as permitted under Section 5 below, Contractor shall bear, and the Judicial Council shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
4. **Compensation for Services or Deliverables.**
 - 4.1 Contractor will only invoice for Materials, Services and Deliverables that have been issued via a SWO.
 - 4.2 **Amount.** Rates for Services are defined within Exhibit G, Rates by Service and Fixture Type.
 - 4.3 **Withholding.** Judicial Council may, at its sole and absolute discretion, withhold some or all payment toward a Contractor's invoice for an SWO, if the Judicial Council reasonably evaluates the underlying Materials, Services or Deliverables to be less than satisfactory.
 - 4.4 **No Advance Payment.** The Judicial Council will not make any advance payment for Materials, Services, or Deliverables. Materials will not be paid for in advance, only upon receipt or installation.
 - 4.5 Except as permitted in Section 5 below, the total SWO Price shall be fully burdened and inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for Work rendered to the Judicial Council.
 - 4.6 The Judicial Council shall make payment for the percentage of Work completed by the Contractor and upon approval of invoice(s). Invoices will be paid net 60 days from receipt of a correct invoice, shall be made in arrears and are contingent upon receipt of an itemized monthly invoice approved by the Contractors designated representative(s).
5. **Expenses.** Except as set forth in this section, no expenses relating to the Materials, Services, and Deliverables shall be reimbursed by the Judicial Council.
 - 5.1 Travel expenses will not be compensated under this Agreement.
 - 5.2 **Allowable Expenses.** Contractor may submit for reimbursement, without mark-up, only the following categories of expense: Specialty Equipment ("Specialty Equipment") may be approved at the sole discretion of the Judicial Council, see Exhibit D, Defined Terms. Specialty Equipment must be pre-approved by the Judicial Council's Project Manager, and will be compensated as a direct cost.
 - 5.3 All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person) shall be included in the Time and Material not to Exceed price as indicated in the authorized SWO. Contractor will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the Contractor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs. See Exhibit C, Section 3, Background Checks, Subsection, 1.3.2 for additional detail.
 - 5.4 **Expense Limit.** Contractor shall not invoice the Judicial Council, and the Judicial Council has no obligation to reimburse Contractor, for expenses of any type that are not authorized under this Agreement.

5.5 Required Certification. Contractor must include with any request for reimbursement from the Judicial Council a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

6. Labor Costs and Labor Code Provisions.

6.1 Prevailing Wage. For those employee classifications covered by the Prevailing Wage Law, direct labor costs for the performance of Work shall be equal to or greater than the Prevailing Wage for Los Angeles County for each employee's classification and shall be calculated accordingly. Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate for Los Angeles County, per Job Title / Classification, and the Contractor's proposed overhead and profit markup, and general conditions markup, as indicated in Exhibit G – Rates by Service and Fixture Type.

6.2 Non-Prevailing Wage. For those employee classifications not covered by the Prevailing Wage law, the per-hour fees shall be calculated according to the hourly rates per job title / classification indicated in Exhibit G, and as set forth, if applicable, in the SWO.

6.3 Prevailing Wage rates shall be applied to all work subject to Prevailing Wage Law, as described herein:

6.3.1 The Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>).

6.3.2 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract and incorporated herein.

6.3.3 The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

6.4 Registration. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations ("DIR"). Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

6.4.1 Contractor shall, and shall ensure that all “subcontractors” (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the registration requirements with the Department of Industrial Relations that are set forth in Labor Code section 1725.5. Contractor represents to the Judicial Council that all “subcontractors” (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work on the Project, without first verifying the Subcontractor is properly registered with the DIR as required by law, and providing this information in writing to the Judicial Council. Contractor acknowledges that, for purposes of Labor Code section 1725.5, this Work is public work to which Labor Code section 1771 applies.

6.5 Hours of Work: Notwithstanding the timing and duration of the Work under the Contract which is subject to court activities and other coordination required for occupied facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor 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 Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

6.5.1 Contractor shall keep and shall cause each Subcontractor 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 Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.

6.5.2 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Judicial Council forfeit the statutory amount (believed by the Judicial Council to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 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.

6.5.3 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Judicial Council.

6.5.4 Project Work will typically take place in an occupied court facility; therefore, work hours may be restricted depending upon the Project. The individual Service Work Order will include any restrictions on hours of work. If the Service Work Order does not include a restriction on hours of work, then the work must take place during business hours.

6.6 Payroll Records: In addition to submitting CPR(s) to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or any other applicable law, if requested by the Judicial Council, Contractor shall provide to the Judicial Council and shall cause each Subcontractor performing any portion of the Work to provide the Judicial Council CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

6.6.1 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- 6.6.1.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
- 6.6.1.2 CPRs shall be made available for inspection or furnished upon request to a representative of Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.
- 6.6.1.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
- 6.6.2 The form of certification for the CPRs shall be as follows:
- I, _____ (Name-Print), the undersigned, am the _____
_____ (Position in business) with the authority to act for and on behalf of _____
_____ (Name of business and/or Contractor), certify under penalty of perjury that the
records or copies thereof submitted and consisting of _____
(Description, number of pages) are the originals or true, full, and correct copies of the originals
which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever
form to the individual or individual named, and (b) we have complied with the requirements of
sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on
the Project.*
- Date: _____ Signature: _____
(Section 16401 of Title 8 of the California Code of Regulations)*
- 6.6.3 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- 6.6.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.
- 6.6.5 Contractor shall inform Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.
- 6.6.6 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to Judicial Council, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 6.6.7 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

- 6.7 Apprentices:** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- 6.7.1 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
 - 6.7.2 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.
 - 6.7.3 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
 - 6.7.4 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
 - 6.7.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.
 - 6.7.6 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
 - 6.7.6.1 Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
 - 6.7.6.2 Forfeit as a penalty to Judicial Council the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
 - 6.7.7 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
 - 6.7.8 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.
 - 6.7.9 Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

- 6.8 Backgrounds Checks:** The successful Contractor will be required to comply with the Judicial Council Background Check Policy as set forth in Exhibit C, Section 1(1.3), Background Checks, and per the Judicial Council's Internal Background Check Policy, included in Attachment 10 of this Agreement.
- 6.9 Designated Subcontractors:** Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Judicial Council will incorporate the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) ("**Subcontractor Listing Law**") into the Contract. Accordingly, the Judicial Council will fully enforce the provisions of the Subcontractor Listing Law, including, specifically Public Contract Code sections 4109 and 4110. Contractor must adhere to the rules governing subcontracting as set forth in the Subcontractor Listing Law and all subcontractor substitutions shall be in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law provisions by the Contractor may subject the Contractor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.
- 6.9.1 Contractor shall not subcontract the Work to be provided under this Contract unless Contractor has identified the Subcontractor in writing in a Proposal that is acceptable to the Judicial Council and authorized by a Service Work Order. No party to this Contract shall in any way contract on behalf of or in the name of another party to this Contract. Contractor will be required to list their Subcontractors on the Service Work Order on a Project by Project basis.
- 6.9.2 At the request of the Judicial Council, the Contractor shall provide documentation that its Subcontractors meet the required qualifications set forth in the Contract Documents with respect to that Subcontractor's work. If requested by the Judicial Council, the Contractor shall provide copies of all Contractor's agreements with its Subcontractors to the Judicial Council. The Judicial Council's review of subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Contract.
- 6.9.3 Contractor shall, in the course of the work, engage only Subcontractors and employees who possess, and will maintain in good standing during the performance of the Services, valid and applicable licenses where the State of California or this Contract requires that the work to be performed by that Subcontractor or employee must be performed by a licensed person or entity.
- 6.9.4 Contractor expressly acknowledges that its Subcontractors are not third-party beneficiaries of this Contract. No contractual relationship exists between the Judicial Council and any Subcontractor, supplier, or sub-Subcontractor by reason of this Contract.
- 6.9.5 Contractor shall be responsible for all Work performed under the Contract. All persons engaged in the Work of the Project are the responsibility and under the control of the Contractor. Contractor shall give personal attention to fulfillment of the Contract and shall keep the Work under the Contractor's control.
- 6.9.6 Although some of the Contract Documents may be arranged according to various trades or general grouping of work, the Contractor is not obligated to sublet work in any particular grouping or manner. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-Subcontractors, and any material or equipment suppliers working on the Project.
- 6.9.7 The Judicial Council may not permit a Contractor or Subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code section 1777.1 to propose on, bid on, be awarded, or perform work as a Subcontractor on a public works project.
- 6.9.8 Any contract on a public works project entered into between a contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract, and any public

money that may have been paid to a debarred Subcontractor by a contractor on the project shall be returned to the awarding body.

6.9.9 Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

6.9.10 Contractor shall ensure that all Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached hereto and incorporated herein.

6.10 Contractor's Personnel: Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Contract.

6.10.1 Contractor and/or its Subcontractors shall provide certain Key Personnel, including Contractor's project manager(s), to perform certain Work set forth in this Contract and in Service Work Orders.

6.10.2 Contractor's project manager shall:

6.10.2.1 Serve as the primary contact with the Judicial Council's Project Manager and personnel;

6.10.2.2 Manage the day to day activities of Contractor and its Subcontractor's personnel;

6.10.2.3 Identify the appropriate resources needed;

6.10.2.4 Plan and schedule the Work;

6.10.2.5 Meet budget and schedule commitments;

6.10.2.6 Provide Progress Reports in accordance with this Contract; and

6.10.2.7 Act to ensure the overall quality of the Work performed.

6.10.3 The Judicial Council reserves the right to disapprove the continuing assignment of any Key Personnel provided under this Contract, if, in the Judicial Council's opinion, the performance of Key Personnel is unsatisfactory. The Judicial Council agrees to provide Notice to Contractor in the event it makes such a determination. If the Judicial Council exercises this right, Contractor shall immediately assign replacement Key Personnel, possessing equivalent or greater experience and skills.

6.10.4 If any of Key Personnel assigned to a Project, through no cause or fault of Contractor, become unavailable to perform Work, Contractor shall immediately provide replacement Key Personnel, possessing equivalent or greater experience and skills as required by this Contract and as further specified in any resumes referenced in Service Work Orders.

6.10.5 Contractor shall ensure that the same Key Personnel named in Service Work Orders are retained during the performance of the Work of that Service Work Order. However, Contractor may, with approval of the Judicial Council's Project Manager, introduce substitute Key Personnel with specific skill sets/qualifications, or release Key Personnel whose skill sets/qualifications are no longer needed, if advance approval in writing is received from the Judicial Council's Project Manager.

6.10.6 If any of the Key Personnel identified as specified in an authorized Service Work Order terminate their employment during the period of performance of a Service Work Order, Contractor will provide a substitute acceptable to the Judicial Council's Project Manager.

6.10.7 If any Key Personnel become unavailable or are disapproved and Contractor cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council may terminate this Contract or the applicable Service Work Order for cause, pursuant to the Termination and Suspension provisions herein.

7. Service Work Order Process

- 7.1** The Judicial Council and Contractor will develop a Services Request Form (Exhibit E), describing the desired Work and appropriate Pricing Methodology for a Project.
- 7.2** Pricing Methodologies. Pricing for Phase 1 assessment of existing plumbing Fixtures and associated items shall be compensated for at the proposed price(s) per Fixture and associated valves, if any, as indicated in Exhibit G – Rates by Fixture Type. Pricing for Phase 2, Construction and Installation Services will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification. Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate per Job Title / Classification and the Contractor’s proposed overhead and profit markup, and general conditions markup, as indicated in Exhibit G – Rates by Service and Fixture Type. Any Fixture replacement and associated materials replacement shall be billed by the Contractor as a Direct Cost of Work. Only one type of Pricing Methodology may be used for a SWO, if more than one Pricing Methodology becomes necessary, the Services and Deliverables must be separated into two or more SWOs.
- 7.3** Time and Materials Based Pricing. As set forth in Exhibit G, Rates for Services associated with a SWO may be reimbursed up to a not-to-exceed amount as mutually agreed to by the Contractor and Judicial Council, in the authorized SWO. The sum of the Hourly Rates and/or price of Materials for an applicable SWO, constitutes the “Time and Materials Price”.
- 7.3.1** Payment in the form of a Time and Materials Price will be mutually agreed upon by Contractor and the Judicial Council prior to the issuance of an SWO, and Contractor may not receive any additional payments associated with that SWO in excess of the Time and Materials Price.
- 7.3.2** In the event of a not-to-exceed Time and Materials Based Pricing SWO, Contractor shall not provide Services and/or Materials past the point at which the total of such charges would exceed the applicable Time and Materials Price without prior written approval by the Judicial Council.
- 7.4** **Service Work Order Issuance**
- 7.4.1** Contractor will submit a Contractor Proposal Form (Exhibit F) to the Judicial Council based on the final Services Request Form.
- 7.4.2** The Contractor Proposal Form will include all the Work (Services and Materials), the Pricing Methodology, and pricing (both subtotals and grand totals as applicable) for the Project.
- 7.4.3** If the Project, or a portion thereof, is to be performed by a Subcontractor, the Contractor Proposal Form must include the name of the Subcontractor.
- 7.4.4** At the direction of the Judicial Council, Contractor may be required to revise and resubmit the Contractor Proposal Form until the Judicial Council determines that the Contractor Proposal Form is complete and final.
- 7.4.5** The final Contractor Proposal is effective and may not be revoked for a period of forty five (45) Business Days following the date of submission or until the first day of the Project, whichever is sooner.
- 7.4.6** The Judicial Council will accept a Contractor Proposal for a Project by creating a SWO in CAFM, and then send Contractor the SWO consisting of a cover page with a unique SWO number, the accepted Services Request Form (Exhibit E) and Contractor Proposal Form (Exhibit F).

- 7.4.7 Upon receipt, Contractor shall log into CAFM, look up the corresponding SWO, and click “Accept.” By clicking “Accept,” Contractor agrees to all the provisions of this Agreement and the corresponding SWO.
- 7.4.8 The Judicial Council shall direct the Contractor to begin Work associated with the SWO in writing after it receives a notification in CAFM that Contractor has clicked “Accept.”
- 7.4.9 Following issuance of a SWO, but before the initiation of Work, Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions will become a part of the requirements of the SWO. If Contractor believes these additional instructions change the scope of the SWO, Contractor must submit written Notice to the Judicial Council within seven (7) days following receipt of such instructions requesting a revised SWO. The parties will mutually agree whether or not to revise the SWO.
- 7.4.10 The Judicial Council reserves the right to modify the forms provided in the Contract, as it deems necessary or appropriate, in its sole discretion, and will notify Contractor of any modification to said form prior to implementing the modified form(s).
- 7.4.11 There is no limit on the number of SWOs the Judicial Council may request or authorize under this Agreement.
- 7.4.12 The Judicial Council does not guarantee that Contractor will receive any authorized SWO(s) under this Agreement.

7.5 Service Work Order Authorizations.

- 7.5.1 In general, and as necessary, the Judicial Council will request Services and, as applicable, Deliverables and authorize corresponding funding via SWO(s) through CAFM. Unless directed otherwise by the Judicial Council, Contractor will accept SWOs within CAFM by logging into CAFM, opening the SWO, and clicking the “Accept” button. A written document will be provided by CAFM that summarizes the Service and, as applicable, Materials, Deliverables, and references all other applicable documents.
- 7.5.2 SWOs must be issued prior to the expiration date of the Initial Term. However, Contractor may be required to perform the underlying Work of an issued SWO after the Agreement expires, in which case the terms and conditions of this Agreement shall remain in full force and effect until the Judicial Council considers the Work to be complete.
- 7.5.3 SWOs may be authorized for the specific Service Types and Services described in Exhibit A.

7.6 Other Information Relating to Service Work Orders

- 7.6.1 If the Parties agree to cancel an already authorized Service Work Order, the existing Service Work Order must be closed within Judicial Council’s CAFM system and the Judicial Council may start a new Service Work Order process.
- 7.6.2 Judicial Council shall from time to time provide Contractor with the names and contact information of persons filling primary positions. This letter will be updated from time to time as personnel change, and is effective upon receipt. These changes will not require that this Contract be amended.

- 7.7 Schedule of Values:** The Contractor shall, if required by the individual Service Work Order, submit to the Judicial Council’s Project Manager a Schedule of Values allocated to portions of the Work, supported by such data to substantiate the accuracy of the values as the Judicial Council may require. This Schedule of Values, which is subject to the review, modification (if deemed necessary by the Judicial Council), approval, and written acceptance of the Judicial Council’s Project Manager, shall be used as a basis for progress payments made to the

Contractor. The Schedule of Values shall be based exclusively on the “payment in arrears” principle, as the Judicial Council is not allowed to make payments in advance. Contractor shall submit in writing a request to utilize contingency funding, which is subject to the Project Manager’s approval. The total of all payments in the Schedule of Values must at all times be equal to the Total Project Price.

7.8 Notice to Proceed: The Project Manager will provide a written notice to proceed to Contractor with respect to the Project at which time Contractor will proceed with the Project.

8. Invoicing and Payment

8.1 Invoicing. Contractor shall submit invoices to the Judicial Council in arrears no more frequently than monthly. Contractor’s invoices must include information and supporting documentation acceptable to the Judicial Council. Contractor shall adhere to reasonable billing guidelines issued by the Judicial Council from time to time. Invoices shall clearly indicate the following:

8.1.1 The SWO number;

8.1.2 A unique invoice number;

8.1.3 The Contractor’s name and address;

8.1.4 Taxpayer Identification number (the Contractor’s federal employer identification number);

8.1.5 Request for Payment Form;

8.1.6 Invoice on Contractor’s letterhead should include, as applicable, a description of the completed Work, Services rendered, hours worked, tasks performed, Materials installed, and/or Deliverable(s). Materials will **not** be paid for in advance, only upon receipt or installation;

8.1.7 All charges under the appropriate Pricing Methodology;

8.1.8 Preferred remittance address, if different from mailing address;

8.1.9 Contractor shall include a copy of the authorized SWO Form with all invoices;

8.1.10 The Contractor shall email one (1) copy of the invoice to:

FacilitiesServicesInvoices@jud.ca.gov

With a copy to the project manager indicated in the SWO

8.2 Payment. The Judicial Council will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Materials, Services, or Deliverables, in accordance with associated with a SWO. Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement.

8.3 No Implied Acceptance. Payment does not imply acceptance of Contractor’s invoice, Materials, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Judicial Council shall have the right at any time to set off any amount owing from Contractor to the Judicial Council against any amount payable by the Judicial Council to Contractor under this Agreement.

9. Taxes. Unless otherwise required by law, the Judicial Council is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Judicial Council shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Judicial Council pursuant to this Agreement.

END OF EXHIBIT B

ATTACHMENT B

EXHIBIT C

General Provisions

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Judicial Council is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Judicial Council: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.
- 1.3.1 DOJ and DMV Requirements.** Notwithstanding anything in this Contract to the contrary, Contractor must comply with background check and clearance requirements of the DOJ and the DMV relating to any employee of either Contractor or Subcontractor who has physical access to any area which is either connected to, or contains records from the following databases: the DOJ criminal computer database, including the California Law Enforcement Telecommunications System (CLETS) and the Criminal Offender Record Information (CORI), and the DMV computer database. If requested by either the Court or the Judicial Council, Contractor must provide to either the Court or the Judicial Council suitable documentation evidencing Contractor's compliance with the policies, practices, and procedures of the DOJ and the DMV regarding background check and clearance requirements relating to access to these databases.
- 1.3.2 Costs.** All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person) shall be included in the Total Project Price. Contractor will not receive additional compensation or reimbursement from the Judicial Council for any costs related to escorting. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the Contractor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs. See Exhibit B, Section 5, Expenses for additional detail.
- 1.3.3 Access to Project site.** Only Approved Persons may have unescorted access to (1) the Restricted Areas of a Project site and (2) any area of the Project site, during non-business hours when there is no security screening available. Contractor and Subcontractor employees who are not Approved Persons may access Restricted Areas only if they are escorted by an Approved Person at all times that they are in the Restricted Areas. Contractor may not rely upon an employee of the Court to escort or monitor these persons. Contractor must take all reasonable steps to ensure that its operations in any Restricted Area are at all times consistent with this section ("Access to Restricted Areas").
- 1.3.4 Notification.** Contractor must notify all Subcontractors that (i) the Judicial Council requires a background check for personnel working in Restricted Areas without an escort pursuant to this Background Checks provision, (ii) the Court may have supplemental screening procedures,

criteria, and requirements, and (iii) Subcontractor employees must comply with both the Judicial Council's and the Courts' checks and procedures.

1.3.5 Judicial Council Screening and Approval Process. The Judicial Council shall conduct the screening and approval of employees of Contractor and Subcontractors that have access to the Restricted Areas pursuant to the Judicial Council's then-current background check policies and procedures ("Background Check Policy"). Contractor agrees to cooperate with the Judicial Council with respect to the screening of those employees. The version of the Judicial Council Background Check Policy in effect as of the Effective Date is attached to the Contract as Attachment E. The Judicial Council may update and/or revise the Background Check Policy at any time, without notice to the Contractor. Contractor acknowledges that the definition of Restricted Areas in this Contract is broader and includes more areas than the definition of Restricted Areas in the Background Check Policy and that the definition of Restricted Areas that includes the most areas will control. Contractor must comply with the provisions of this Background Checks provision in this Contract and with the Background Check Policy.

1.3.6 Judicial Council Badges. The Judicial Council will issue an identification badge to each person who is approved by the Judicial Council pursuant to this Background Checks provision 4.3 ("Judicial Council Screening and Approval Process"), bearing that person's name and picture. The badge will indicate that the person is permitted to access the Restricted Areas. The Judicial Council will either (1) notify Contractor if an employee is approved, whereupon the Judicial Council will issue an identification badge for that person, or (2) provide an identification badge for the person to the Contractor, and Contractor will be responsible for issuing the identification badge to that person. All such persons must wear their identification badges in a readily-visible manner whenever they are in a Restricted Area. The Contractor will have a procedure in place to ensure that all badges are returned to the Judicial Council upon termination of an employee.

1.3.7 Court-Required Screening and Background Check Requirements. Even if a Contractor or Subcontractor employee has a Judicial Council-issued badge, the Court has the ultimate decision as to whether a specific Contractor or Subcontractor employee may have unescorted access to the Project site. The Court shall have the right at any time to refuse Project site access to any Contractor or Subcontractor employee (even if that employee has a Judicial Council-issued badge) if the Court determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. The Court may elect to perform supplemental screening on Contractor or Subcontractor employees who perform Work in that Court's Restricted Areas. Contractor agrees to cooperate with the Court with respect to the screening of those employees, and shall obtain at no additional cost to the Court all related releases, waivers and permissions the Court requires. The Court may issue its own identification badge or other credential to persons who have passed the applicable Court-required screening procedure.

1.4 Security Protocols and Tool Control Policy: Contractor shall be responsible for Contractor's, Contractor's personnel's, Subcontractors', and Subcontractors' personnel's knowledge and compliance with all Judicial Council and Court required security protocols in the performance of the work. Such protocols include, but are not limited to, the then-current Judicial Council Tool Control Policy. Violation of the Judicial Council's security protocols and tool control policy shall be considered a material breach of this Contract. The version of the Judicial Council Tool Control Policy in effect as of the Effective Date is attached as Attachment D. The Judicial Council Tool Control Policy is subject to change.

1.5 Prohibited Hazardous Substance or Materials: Contractor is prohibited from, and will prohibit its Subcontractors, and their Subcontractors from bringing onto the Project site or using in the performance of the Work, any toxic material including, but not limited to, asbestos, asbestos containing material or product, polychlorinated bi-phenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity ("Hazardous Materials").

- 1.5.1 Should the Contractor be required to utilize hazardous materials in the performance of the Work it shall notify the Judicial Council of its need to do so, and the Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities regarding the storage and/or use of explosives or other hazardous materials or equipment necessary for execution of Work.
 - 1.5.3 Prior to performing any work that would disturb the existing materials (i.e. cutting, removing, etc.), the Contractor shall coordinate with the Owner to complete an owner-provided hazardous material survey on all materials that will be disturbed to perform the scope of work of Phase 1 and Phase 2. All test results will be provided to the contractor prior to performing work.
 - 1.5.4 The Contractor will be responsible for soliciting and contracting with a licensed abatement contractor to perform abatement of hazardous material present in accordance with all regulatory requirements.
 - 1.5.5 Contractor must comply with all federal, State, county and local laws, statutes, ordinances and other regulations covering the use, storage, transportation and disposal of any Hazardous Materials on the Project, and must obtain all permits and pay all fees and taxes related thereto for all services and materials required to perform the Project.
 - 1.5.6 The term "Hazardous Materials" as used herein means without limitation: (a) any chemical, compound, or substance that is defined or listed in, or otherwise classified pursuant to, any federal or State law as a "hazardous substance," "hazardous waste," "hazardous material," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," pollutant, or contaminant; (b) petroleum, natural gas, liquefied natural gas, synthetic gas usable as fuel; (c) "hazardous substance" as defined in section 25281(h) of the California Health and Safety Code; (e) "waste" as defined in section 13050(d) of the California Water Code; (f) asbestos containing materials; and (g) any other material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace of the environment. "Hazardous Materials" do not include the foregoing to the extent that they are (i) contained in products that are commercially available in the United States of America; and (ii) used in quantities or concentrations that do not violate federal or State environmental law.
 - 1.5.7 Contractor must exercise all required precautions and safeguards in the storage, use and disposal of Hazardous Materials. Nothing in this Article 3.3, "Hazardous Materials", relieves Contractor of responsibility for compliance with all applicable laws and statutes, or other provisions of this Agreement, particularly Contractor's responsibility for damage and preservation of life and property.
 - 1.5.8 Contractor agrees to coordinate work with Judicial Council's Asbestos Management Plan and Hazardous Materials Management Process, as required by the Service Work Order Process.
- 1.6 No Interference with Court Operations.** Contractor acknowledges that the Project is located in a courthouse which is an operating courthouse that is open to the public. Access to the Project site, including mechanical rooms, electrical rooms, or other rooms must be coordinated with the Court through the Judicial Council's Project Manager before work commences. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the Judicial Council's Project Manager and shall be minimized to the greatest degree possible. Contractor shall provide temporary services to all facilities interrupted by Contractor's work. Contractor and its Subcontractors shall not interfere with the transaction of Court business, including the public's access to and use of the Project site. In the event that Contractor or any Subcontractor interferes with Court operations in violation of this provision, the Judicial Council, in its sole discretion, may be ordered to stop work at Contractor's own expense. Contractor shall be liable to

Court for any damages resulting from Contractor or any Subcontractor interfering with the Court operations in violation of this provision.

- 1.7 Substitutions:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the Project Manager.
- 1.8 Contractor Supervision:** Contractor shall provide competent supervision of personnel who are working at the job Site and/or on the Project.
- 1.9 Correction of Errors:** Contractor shall perform, at its own cost and expense and without reimbursement from the Judicial Council, any work necessary to correct errors or omissions that result from, or relate to, Contractor's failure to comply with the standard of care required for the work for the Project.
- 1.10 Permits and Licenses:** The Contractor shall observe and comply, and shall ensure that its Subcontractors observe and comply with all federal, state, city, and county laws, rules, and regulations affecting Contractor and its Subcontractor(s) performance of the Work provided under this Contract. The Contractor shall procure and keep in full force and effect, during the Term of this Contract, all permits, licenses, including a valid C-36 license, registrations and approvals necessary to accomplish the Work contemplated in this Contract. The Contractor's C-36 license must be valid at the time of awarding this Agreement, and must remain valid throughout the Term of this Agreement. Contractor shall deliver to Judicial Council all original licenses, permits, registrations and approvals obtained by Contractor in connection with the Work prior to the final payment or upon termination of the Contract, whichever is earlier. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 1.11 Work to Comply with Applicable Laws and Regulations:** Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations as indicated and specified in the Contract Documents and identified below, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify Judicial Council in writing and any changes deemed necessary by Judicial Council shall be made as provided in Contract for changes in Work.
- 1.11.1 National Electrical Safety Code, U. S. Department of Commerce.
 - 1.11.2 National Board of Fire Underwriters' Regulations.
 - 1.11.3 Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments.
 - 1.11.4 Industrial Accident Commission's Safety Orders, State of California.
 - 1.11.5 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
 - 1.11.6 Americans with Disabilities Act.
 - 1.11.7 Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code sections 21000 et seq.).

1.11.8 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

1.11.9 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

2. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Judicial Council if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

2.1 Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.

2.2 Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Judicial Council.

2.3 No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

2.4 No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities. Contractor shall ensure that its officers and employees shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Contractor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Contract or the Work of this Contract; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Contract. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.

2.5 No Interference with Other Contracts. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

2.6 No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.

2.7 Compliance with Laws Generally. Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.

2.8 Drug Free Workplace. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357. By signing the Contract, the Contractor certifies, under penalty of perjury under the laws of the State of California, that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, section 8350 et seq.), and will provide a drug-free workplace by taking the following actions:

2.8.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

2.8.2 Establish a Drug-Free Awareness Program to inform employees about:

- 2.8.2.1 The dangers of drug abuse in the workplace;
 - 2.8.2.2 The person's or company's policy of maintaining a drug-free workplace;
 - 2.8.2.3 Any available counseling, rehabilitation, and employee assistance programs; and
 - 2.8.2.4 Penalties that may be imposed upon employees for drug abuse violations.
- 2.8.3 Provide that every employee who works under the Contract will:
- 2.8.3.1 Receive a copy of the company's drug-free workplace policy statement; and
 - 2.8.3.2 Agree to abide by the terms of the company's statement as a condition of employment.
- 2.8.4 Provide for reasonable cause testing as necessary, and post accident testing as necessary of workers performing work at the Project site.
- 2.8.5 In addition to the other indemnity requirements of the Contract, Contractor shall indemnify and hold harmless the State of California, the Judicial Council of California, the Appellate Courts of California, the Supreme Court of California, the Superior Court of California associated with the Project, and the county associated with the Project, including their respective elected and appointed officials, judges, officers, employees and agents against any loss, claim, damages or liability resulting from Contractor's failure to enforce and maintain a drug free workplace.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Judicial Council's discretion and Contractor's expense the following insurance during the Term:
- 3.1.1 *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

- 3.1.2 *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- 3.1.3 *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- 3.1.4 *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- 3.1.5 *Builders Risk/Installation Coverage:* Builder's Risk or Installation Insurance that covers the work to be performed under this Contract for direct physical loss or damage while in the course of transportation, erection, installation and completion with limits of liability equal to the final completed value of the Project. See Appendix A, Section 2.6.1 for additional detail.
- 3.1.6 *Property of Others Insurance.* Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the Judicial Council that shall protect Contractor and Judicial Council from all claims for Stored Materials that are lost, stolen, or damaged. The Judicial Council shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid to the owner of the affected property, either the Contractor or Judicial Council. If approved in advance by Judicial Council, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."
- 3.1.7 *Employee Theft Protection Insurance.* Employee Theft Protection Insurance is a type of crime insurance, which is endorsed to cover loss or damage to money, securities or other property that results from theft committed by an employee. It compensates a business for financial losses caused by property thefts committed by employees. The policy shall provide limits of not less than \$100,000 per occurrence.
- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Judicial Council all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Judicial Council's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate

judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees.

- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Judicial Council certificates of insurance attesting to the existence of coverage. Contractor shall provide prompt written notice to the Judicial Council in the event that insurance coverage is cancelled or materially changed from the coverage set forth in the current certificate of insurance provided to the Judicial Council.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- 3.10 Consequence of Lapse.** If required insurance lapses during the Term, the Judicial Council is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.
- 3.11 Bonds:** The successful Contractor will be required to furnish a Performance Bond and a Payment Bond both in the amount equal to 100% of the value of the applicable Project.
- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Judicial Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Materials, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Materials, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable. Judicial Council will not include any additional Option Terms with this Agreement. At the end of the Initial Term this Agreement shall expire.
- 5.1** The Agreement shall remain in effect from [02/2021] through [02/2024] ("Initial Term"), unless otherwise set forth in writing, in accordance with the terms and conditions of the Agreement.
- 5.2** The Contract shall commence on the Effective Date and terminate on the Expiration Date as specified in the Coversheet, which is the Initial Term, unless otherwise set forth in writing, and in accordance with the terms and conditions of the Contract.

- 5.3 This Contract is of no force and effect until signed by both Parties. Any commencement of performance prior to execution of this Contract by Contractor shall be at Contractor's own risk.
- 5.4 Regardless of the expiration of this Contract, the terms and conditions of this Contract shall, unless otherwise terminated as specified herein, continue to be binding upon any Service Work Order executed under this Contract until the Work under said Service Work Order shall have been completed in full.
- 6. Tax Delinquency.** Contractor must provide notice to the Judicial Council immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 7. Termination**
- 7.1 Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2 Termination for Cause.** The Judicial Council may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Judicial Council, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4 Termination for Changes in Budget or Law.** The Judicial Council's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Judicial Council may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.
- 7.5 Rights and Remedies of the Judicial Council.**
- 7.5.1 Nonexclusive Remedies.** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity. See Section 7.6, Disputes and Claims for additional detail.

- 7.5.2 *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, materials or services equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any excess costs for those materials or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such materials and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Contractor shall continue any Services not terminated hereunder.
- 7.5.3 *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council's termination Notice.

7.6 Disputes and Claims (Dispute Resolution Process):

- 7.6.1 **Exclusive Remedy.** Compliance with the notice and claim submission procedures described in this Disputes and Claims section is an express condition precedent to the right to commence litigation, file a claim under the California Government Code, or commence any other legal action. Contractor cannot assert or bring any Government Code Claim or subsequent legal action until that Claim has gone through the Dispute and Claims Resolution Process. The Parties stipulate that this Dispute and Claims Resolution Process is the exclusive remedy for resolving claims and disputes under this Contract.
- 7.6.2 **Informal Negotiations.** The Judicial Council's Project Manager and Contractor's project manager shall make a good faith attempt to promptly resolve the dispute by informal negotiation.
- 7.6.3 **Demand.** If the dispute is not settled in a timely manner pursuant to informal negotiations between the Judicial Council's Project Manager and Contractor's project manager, either Party may issue a written statement (the "Demand"). The Party submitting a Demand ("Submitting Party") must provide the following to the other Party ("Receiving Party"):
- 7.6.3.1 Detailed factual information and supporting documentation of their Demand;
 - 7.6.3.2 State the specific Contract provision(s) on which the Demand is based;
 - 7.6.3.3 If the Demand regards a cost adjustment, state the exact amount of the cost adjustment sought;
 - 7.6.3.4 Must be accompanied by pertinent supporting records;
 - 7.6.3.5 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.
- 7.6.4 **Response to Demand.** The Receiving Party shall, within ten (10) 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. 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) 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 sixty (60) 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 sixty (60) Days shall be deemed a rejection of the Demand.

- 7.6.5 **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) 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.
- 7.6.6 **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.
- 7.6.7 **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 Contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 7.6.8 **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 and Government Code section 6254.
- 7.6.9 **Performance during Dispute and Claim Resolution Process.** Unless otherwise directed in writing by the Judicial Council, Contractor shall diligently proceed with performance of the Work at the same time that a dispute is addressed via this dispute resolution process. Contractor's failure to diligently proceed with performance of the Work will be considered a material breach of this Contract.
- 7.7 **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
8. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
9. **Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the Judicial Council:
<p data-bbox="310 233 557 260">[@name, title, address]</p> <p data-bbox="310 373 472 401"><u>With a copy to:</u></p>	<p data-bbox="857 233 1252 365"> <u>Attn: Manager Contracts</u> <u>Branch Accounting and Procurement</u> <u>455 Golden Gate Avenue, 6th Floor</u> <u>San Francisco, CA 94102-3688</u> </p>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10. Provisions Applicable to Certain Agreements. The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

10.7 Union Activities Restrictions. *If the Contract Amount is over \$50,000, this section is applicable.*

Contractor agrees that no Judicial Council funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Judicial Council funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

10.8 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination. *If the Contract Amount is \$100,000 or more, this section is applicable.*

Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.

10.9 Child Support Compliance Act. *If the Contract Amount is \$100,000 or more, this section is applicable.*

Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10.10 Priority Hiring. *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.*

Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

10.11 Iran Contracting Act. *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Judicial Council an Iran Contracting Act certification as part of the solicitation process, this section is applicable.*

Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

10.12 Loss Leader Prohibition. *If this Agreement involves the purchase of goods, this section is applicable.*

Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

10.13 Recycling. *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products,*

paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable. Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

10.14 Sweatshop Labor. *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Judicial Council under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Judicial Council.

10.15 Federal Funding Requirements. *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Judicial Council by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Judicial Council may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.

10.16 DVBE Commitment. *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Judicial Council approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Judicial Council: (1) the total amount of money and percentage of work that Contractor committed to provide to each DVBE subcontractor and the amount each DVBE subcontractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the Judicial Council, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply

with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.

- 10.17 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Judicial Council shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.
- 10.18 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Judicial Council; (ii) adhere to litigation plans designated by the Judicial Council, if applicable; (iii) adhere to case phasing of activities designated by the Judicial Council, if applicable; (iv) submit and adhere to legal budgets as designated by the Judicial Council; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Judicial Council; and (vi) submit to legal bill audits and law firm audits if so requested by the Judicial Council, whether conducted by employees or designees of the Judicial Council or by any legal cost-control provider retained by the Judicial Council for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Judicial Council. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
- 10.19 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.20 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Judicial Council may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Judicial Council, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Judicial Council at no expense to the Judicial Council. If a theft occurs, Contractor must file a police report immediately.
- 10.21 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Judicial Council. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries.

This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.

10.22 Janitorial Services or Building Maintenance Services. *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.

10.23 Small Business Preference Commitment. *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Judicial Council the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than 75 percent of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11. Miscellaneous Provisions.

11.1 Independent Contractor and Relationship of the Parties. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the Judicial Council, or any of the Judicial Council's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of the Judicial Council's employees. Judicial Council shall be permitted to monitor the Contractor's activities to determine compliance with the terms of the Contract.

11.2 GAAP Compliance. Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

11.3 Audit. Contractor must allow the Judicial Council or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Judicial Council five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Judicial Council in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

11.4 Confidential Information. During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Judicial Council's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon

learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.

- 11.5 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Judicial Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council.
- 11.6 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Judicial Council.
- 11.7 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.8 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.9 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Judicial Council. A waiver of enforcement of any of this Agreement's terms or conditions by the Judicial Council is effective only if expressly agreed in writing by a duly authorized officer of the Judicial Council. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.10 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.11 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.12 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.13 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.14 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.15 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

END OF EXHIBIT C

EXHIBIT D

Defined Terms

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

“Access to Restricted Area(s)” means (i) all areas within the Project site that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, (ii) public areas of a Project site during nonbusiness hours that are subject to security screening during normal business hours, and (iii) the areas defined as Restricted Areas in the Background Check Policy. See Exhibit C, Section 1.3(1.3.3).

“Acceptance” means the written acceptance issued to Contractor by the Judicial Council after Contractor has successfully provided the Work in accordance with this Agreement.

“Assessment Report” is defined in Exhibit A, Section 3.1.5.

“Agreement” is defined on the Coversheet.

“Business Day” means days of the week excluding Saturday and Sunday, and State holidays.

“Background Check Policy” is defined in Exhibit C, Section 1.3(1.3.5)

“CAFM” stands for Computer Aided Facilities Management. In the context of this Agreement and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue SWOs and monitor Work, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion.

“Claim” means a Dispute (see definition below) that remains unresolved after conclusion of the Dispute Resolution Process identified below. Individual unresolved Disputes may be aggregated into one or more Claim(s).

“Contract” or **“Contract Documents.”** The Contract consists exclusively of the documents evidencing the Contract of the Judicial Council and Contractor, identified as the Contract Documents and listed in the Cover Sheet. Agreement and Contract may be used interchangeably.

“Contractor” The individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Contract Work. Contractor is one of the parties to this Contract.

“Construction Cost Estimate” is defined in Exhibit A, Section 3.1.7.

“Contractor Proposal” means a written document, substantially in the format of Exhibit F hereto that Contractor submits to the Judicial Council in response to a Services Request Form in accordance with the provisions of the SWO process detailed in Exhibit B.

“Confidential Information” means: (i) any information related to the business or operations of the Judicial Council, including information relating to the Judicial Council’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Judicial Council (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Judicial Council’s satisfaction that: (a) Contractor lawfully knew prior to the Judicial Council’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or

oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

“**Contract Amount**” is defined on the Coversheet.

“**Coversheet**” refers to the first page of this Agreement.

“**CPR(s)**” are defined in Exhibit B, Section 6.4.

“**Deliverables**” is defined in Exhibit A.

“**Demand**” is defined in Exhibit C, Section 7.6 (7.6.3).

“**DIR**” is defined in Exhibit B, Section 6.4.

“**Dispute**” means a request, demand, or assertion by the Contractor during performance of the Work regarding money and/or time adjustments with which the Judicial Council does not agree. A Dispute is not a Claim.

“**Effective Date**” is defined on the Coversheet.

“**Expiration Date**” is the later of (i) the day so designated on the Coversheet.

“**Final Response**” is defined in Exhibit C, Section 7.6 (7.6.4).

“**Fixture(s)**” include lavatory, water closet, urinal, drinking fountain, mop sink, pantry/kitchen sink and associated valves for each of the fixture types, if any.

“**Hazardous Materials**” are defined in Exhibit C, Section 1.5.

“**Hourly Rates**” include all costs including, but not limited to labor costs, applicable taxes, duties, wages, indirect costs, general and administrative expense, and profit.

“**Initial Term**” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“**Judicial Council**” is defined on the Coversheet.

“**Judicial Branch Entity**” or “**Judicial Branch Entities**” means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

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

“**Key Personnel**” or “**Personnel**” refers to Contractor’s personnel or personnel of Subcontractors that are named in Service Work Orders, whom the Judicial Council has approved to perform specific Work. Qualifications of Key Personnel are provided in any resumes set forth in or attached to Service Work Orders. Work and roles of Key Personnel are as set forth in this Contract and in Service Work Orders.

“**Locations**” include Judicial Council locations within Los Angeles County only, including but not limited to, Clara Shortridge Foltz Criminal Justice Center, Van Nuys Courthouse East, Compton Courthouse, Pasadena Courthouse, and Stanley Mosk Courthouse. Service requests may be issued for additional locations within Los Angeles County on an as needed basis.

“**Materials**” means any type of tangible item provided to the Judicial Council by Contractor and/or its Subcontractors, including but not limited to, written reports, goods, supplies, equipment, and other commodities.

“**Notice**” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Exhibit C.

“**Option Term**” means a period, if any, through which this Agreement may be or has been extended by the Judicial Council.

“**PCC**” refers to the California Public Contract Code.

“Phase 1” is defined in Exhibit A, Section 3.1.4, assessment of existing plumbing Fixtures and associated items, Phase 1.

“Phase 2” is defined in Exhibit A, Section 3.1.7.

“Pricing Methodology” means the methodology used for payment of an SWO, and is defined in Exhibit B, Section 7.

“Project” refers to the totality of Work encompassed or contemplated under an individual authorized SWO, including the Work of Contractor and its Subcontractors. May also be referred to as “Service Work Order.”

“Project Manager” is the Judicial Council’s representative that manages the Contract and has authority to direct the Contractor in the performance of the Work. The Judicial Council may change the Project Manager, at its sole discretion, during the Contractor’s performance of the Work.

“Project Price” or “Total Project Price.” The amount indicated in a Service Work Order for all the Work of a particular Service Work Order and which is the amount the Judicial Council shall pay to the Contractor for successful completion of all the Work. The Total Project Price is the sum of all the Work, including all applicable taxes, fees, shipping costs, insurance, and bonds and shall not exceed this amount.

“Project Time.” The maximum time indicated in a Service Work Order for Contractor to complete all the Work of a particular Service Work Order.

“Receiving Party” is defined in Exhibit C, Section 7.6 (7.6.3).

“Reimbursable Expenses” means specific expense(s) incurred or to be incurred by Contractor and/or its Subcontractor(s) in pursuit of performance of the Work, as further specified in a Service Work Order. See Exhibit B, Section 5, Expenses.

“Services” is defined in Exhibit A, means and includes authorized action(s) that are performed by the Contractor or its Subcontractor(s) under the Agreement.

“Service Work Order” or “SWO” refers to a unique entry within the CAFM system. Issuance of a SWO constitutes Work Authorization under this Agreement. The Contractor must login to the CAFM system and “accept” the SWO issued prior to beginning Work. The SWO references and incorporates other documents such as the Services Request Form and Contractor Proposal Form as well as the Contract Documents.

“Services Request Form” refers to the form listed in this Contract as Exhibit E. Once a SWO is issued, this form serves as a summary of Services to be provided by the Contractor in the Project.

“Specialty Equipment” shall mean and include equipment that is a high dollar amount required to complete the Services, for example a forty-five (45) foot tall high boom lift. Specialty Equipment must be pre-approved by the Judicial Council’s Project Manager, and will be compensated as a direct cost.

“State” refers to the State of California.

“Statement of Work” means a description of Work to be provided according to Service Work Order authorized according to this Contract.

“Subcontractor(s)” shall mean and include any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor or with any Subcontractor of any tier for the performance of Service(s) or provision of Material(s), in whole or in part, relating to this Agreement. When reference is made to a Subcontractor(s) in this Agreement, it shall include every level and/or tier, of Contractor’s Subcontractor, agents, suppliers, and/or material men.

“Subcontractor Listing Law” is defined in Exhibit B, Section 6.9.

“Submitting Party” is defined in Exhibit C, Section 7.6 (7.6.3).

“Stop Work Order” is defined in Exhibit B.

“Term” comprises the Initial Term and any Option Terms.

“**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Contractor, which is not a party to this Contract.

“**Warranty Period**” is defined in Exhibit A, Section 3.5(3.5.6).

“**Work**” or “**Work to be Performed**” or “**Contract Work**” or “**Scope of Work**” refers to all labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

“**Work Authorization**” means that the Judicial Council as granted Contractor permission to begin Work associated with an SWO.

END OF EXHIBIT D

EXHIBIT E

Services Request Form

Date: [Date] _____

From: [Project Manager Name] _____
[Address] _____
[Phone/Fax] _____
[Email] _____

Project: [Project Title] _____

FM/SWO: [FM / SWO Numbers] _____

Court Name / Bldg #: [Court Name / Bldg #] _____

Location: [Address] _____

The Judicial Council of California requests that you provide a Proposal Package for the above referenced project as per the Services requested below.

The work was discussed on [Date] with the following individuals:

[List contact name, company, and email/phone number here] _____

[List contact name, company, and email/phone number here] _____

Your proposal is due on or before: [Time and Date] _____

Proposed Work Schedule: [Start/End Dates] _____

Instructions: Services Requested should be detailed below in collaboration with Contractor(s). In your description, specify the location(s) at which the Services will be provided and what documents (i.e. drawings, spec sheets, photos, etc.), if any, are being provided by the Judicial Council. Include all applicable schedule constraints. If detailed schedules and/or progress reports are required, include frequency, type(s) of information needed and, if applicable, any particular format to be used. Attach additional pages as needed.

Services Requested:

How is the Work Order to be Paid for?

- Price per Fixture Basis (Exhibit G, Section 1.2), fixed pricing for assessment of existing plumbing Fixtures.
- Time and Materials Basis (Exhibit G, Section 1.3), for Construction and Installation Services.
- Not to Exceed Basis.

*****Contractor to complete the corresponding table in Contractor Proposal Form only.***

Service Type and Rate Category to be utilized for this Services request:

- Phase 1, Assessment of existing plumbing Fixtures – Price per Fixture (Exhibit G, Section 1.2)
- Phase 2, Construction and Installation Services (Exhibit G, Section 1.3)
- Hourly Rates for Staff Classifications / Job Titles during Standard Business and Non-Standard Business Hours (Exhibit G, Section 1.4)

Detailed Schedule for this Project? **Yes** **No**

Progress Reports? **Yes** **No**

If yes, describe the required schedules or reports, including frequency, type(s) of information needed, and, if applicable, any particular format to be used.

END OF EXHIBIT E

EXHIBIT F



**JUDICIAL COUNCIL
OF CALIFORNIA**

ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

Contractor Proposal Form

Date: [Date]

Judicial Council Project Manager: [Project Manager Name] _____
 [Project Manager Name] _____

Contractor Project Manager:

[Address] _____

[Company] _____

[Address] _____

[Address] _____

[Phone/Fax] _____

[Phone/Fax] _____

[Email] _____

[Email] _____

Project: [Project Title] _____

FM/SWO: [FM / SWO Numbers] _____

SWO Start/End Dates: [Start/End Dates] _____

Master Contract: [Master Agreement Number] _____

MA Expiration Date: [MA# Expiration Date] _____

Does the Contractor agree to provide Services as detailed in Exhibit E, Services Request Form? Yes No

Phase 1: Price per Fixture Basis:

Service Type			Subtotal
<i>Consult Exhibit A to determine what Services are available under this particular Agreement.</i>			
Materials Cost	Price (from bid form)	Quantity (determined by Judicial Council)	Subtotal
Assessment of existing plumbing Fixtures (Urinal).			\$
Assessment of existing plumbing Fixtures (Lavatory).			\$
Assessment of existing plumbing Fixtures (Water Closet).			
Assessment of existing plumbing Fixtures (Drinking Fountain).			
Assessment of existing plumbing Fixtures (Mop Sinks).			
Assessment of existing plumbing Fixtures (Pantry/Kitchen Sinks).			
[Service Type and name of Sub-Consultant, if applicable]			
[Service Type and name of Sub-Consultant, if applicable]			
TOTAL AMOUNT:			\$

Pricing for Phase 2, Construction and Installation Services:

All Phase 2, Construction and Installation Services, will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification, see Exhibit B, Section 6, Labor Costs and Prevailing Wage for additional detail. Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate per Job Title / Classification and the Contractor’s proposed overhead and profit markup, and general conditions markup. Any Fixture replacement and associated materials replacement shall be billed by the Contractor as a Direct Cost of Work. Contractor’s proposed allowance for overhead and profit, and general conditions markup amounts are as follows:

Prevailing Wage Job Title / Classification	Currently posted Prevailing Wage Rate per Job Title / Classification	Mark Up % for Overhead and Profit:	Mark Up % for General Conditions:	# of Hours	Subtotal
Materials Cost			Price	Quantity	Subtotal
[Materials – Description]					
[Materials – Description]					
[Materials – Description]					
Specialty Equipment					
Specialty Equipment					
Sales Tax (if applicable)					
	TOTAL AMOUNT:				

Hourly Rates for Staff Classifications during Standard and Non-Standard Business Hours:

Staff Classification / Job Title	Hourly Rate	# of Hours	Subtotal
Superintendent			
Project Manager			
Project Director			
Project Engineer			
Project Coordinator			
Administrative Staff			
TOTAL AMOUNT:			

END OF EXHIBIT F

EXHIBIT G

Rates by Service and Fixture Type

1.0 The pricing indicated herein Exhibit G reflects the payment provisions for the anticipated Materials, Deliverables, and Services to be performed in an authorized SWO. The rates herein encompass all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide Judicial Council locations within **Los Angeles county only** with Services, as needed.

1.1 The pricing herein is for the Term, three (3) year period, (“Term”). Subsequent Terms are **not** included under this Agreement. The fixed unit prices, hourly rates, and mark-up percentages will be applicable and remain in effect throughout the Term.

1.2 **Pricing for Phase 1 - assessment of existing plumbing Fixtures and associated items.**
This table includes the Contractor’s proposed price for assessment on a per Fixture basis and associated valves, if any. This price per Fixture is fully burdened and encompasses all applicable charges, costs, fees, labor, benefits, expenses, markups, overhead, and profits, necessary to provide all of the Phase 1 Scope of Services and Deliverables as indicated in Exhibit A, Section 3, Services.

Proposed Price per the following Fixtures:	
Proposed Price per Lavatory Fixture and associated valves if any	Dollars [](\$ per Fixture:
Proposed Price per Water Closet and associated valves if any	Dollars [](\$ per Fixture:
Proposed Price per Urinal and associated valves if any	Dollars [](\$ per Fixture:
Proposed Price per Drinking Fountain and associated valves if any	Dollars [](\$ per Fixture:
Proposed Price per Mop Sink and associated valves if any	Dollars [](\$ per Fixture:
Proposed Price per Pantry/Kitchen Sink and associated valves if any	Dollars [](\$ per Fixture:

1.3 **Pricing for Phase 2, Construction and Installation Services.** All Phase 2, Construction and Installation Services, will be compensated on a time and materials basis following the Prevailing Wage Rate for Los Angeles County for the required Job Classification, see Exhibit B, Section 6, Labor Costs and Prevailing Wage for additional detail. Hourly rates for Construction and Installation Services are to be calculated by utilizing the currently posted Prevailing Wage Rate per Job Title / Classification and the Contractor’s proposed overhead and profit markup, and general conditions markup. Any Fixture replacement and associated materials replacement shall be billed by the Contractor as a Direct Cost of Work. Contractor’s proposed allowance for overhead and profit, and general conditions markup amounts are as follows:

Mark Up for Overhead and Profit:	Percent [](%)
Mark Up for General Conditions:	Percent [](%)

[This space has been left intentionally blank]

- 1.4 Use of Specialty Equipment must be pre-approved by the Judicial Council’s Project Manager, and will be compensated as a direct cost. See Exhibit D, Defined Terms for a definition of Specialty Equipment.

- 1.5 The below fully burdened hourly rates are for the staff classifications / job titles indicated. Hourly rates herein are for staff classifications / job titles that are **not** included under Prevailing Wage rates. These staff classifications may provide professional oversight and administrative support for all of the services under consideration as indicated in Exhibit A, Section 3, Services.

Hourly Rates for Standard and Non-Standard Business Hours.	
Staff Classification / Job Titles and fully burdened Hourly Rates for services performed during standard business hours, as well as non-standard business hours, including weekends, holidays and after-hours Services. The Hourly Rates indicated herein will be utilized on a Time and Materials Basis.	
Staff Classifications / Job Title	Hourly Rates
Superintendent	
Project Manager	
Project Director	
Project Engineer	
Project Coordinator	
Administrative Staff	

END OF EXHIBIT G

ATTACHMENT 1

ACCEPTANCE AND SIGNOFF FORM

Description of Services or Deliverables provided by Contractor: _____

Date submitted to the Judicial Council: _____

The Services or Deliverables are:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Services or Deliverables.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: _____

Title: _____

Date: _____

END OF ATTACHMENT 1

ATTACHMENT 2

**UNRUH CIVIL RIGHTS ACT AND
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Judicial Council for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Judicial Council for the purchase of goods or services of \$100,000 or more.

CERTIFICATIONS:

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

END OF ATTACHMENT 2

ATTACHMENT 3

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

AGREEMENT NO.: [AGREEMENT NUMBER] between the Judicial Council of California (the “Judicial Council”) and _____ (the “Contractor”) (the “Agreement”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Agreement including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: _____

Proper Name of Contractor: _____

/ Subcontractor

Signature: _____

Print Name: _____

Title: _____

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

END OF ATTACHMENT 3

ATTACHMENT 4

BUILDING INFORMATION LISTS

This list is subject to change.

Courthouse	Square Footage	Floors
Clara Shortridge Foltz	1,020,266	21
Van Nuys East	169,566	8
Compton	344,027	13
Pasadena	193,054	7
Stanley Mosk	736,200	9

END OF ATTACHMENT 4

END OF AGREEMENT

ATTACHMENT 5

DISABLED VETERAN’S BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Firm Name: _____

RFP Project Title: _____

RFP Number: _____

1.

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

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

Complete Parts A & B

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

- 0 = Prime or Joint Contractor;
- 1 = Prime subcontractor/supplier;
- 2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

FIRM

Company Name: _____

Nature of Work: _____ Tier: _____

Claimed Value: DVBE \$ _____

Percentage of Total Project Price: DVBE _____%

SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS

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

Percentage of Total Project Price: DVBE _____%

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

Percentage of Total Project Price: DVBE _____%

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

Percentage of Total Project Price: DVBE _____%

GRAND TOTAL: DVBE _____%

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

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

PART B – CERTIFICATION

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

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

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

END OF ATTACHMENT 5

ATTACHMENT 6

PAYMENT AND PERFORMANCE BOND

(This space reserved for Contractor's Payment and Performance Bond)

END OF ATTACHMENT 6

ATTACHMENT 7

CONTRACTOR'S INSURANCE DOCUMENTS

(This space reserved for Contractor's Certificate of Insurance)

END OF ATTACHMENT 7

ATTACHMENT 8

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between Judicial Council of California (“Judicial Council”) and _____ (the “Contractor”) (the “Contract” or the “Project”).

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write workers’ compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF ATTACHMENT 8

ATTACHMENT 9
JUDICIAL COUNCIL'S TOOL CONTROL POLICY

1403.00 Tool Control Policy
August 4, 2015



**1403.00 Tool Control
Policy**

AUGUST 4, 2015



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE DIVISION
REAL ESTATE AND FACILITIES MANAGEMENT

Judicial Council Tool Control Policy

Revision Management

Responsible Office: OCCM/FMU/Operations	File Location: G:\OCCM\OCCM Process Manual
Author: Ken Kachold	Approved by: Gerald Pfab, FMU Senior Manager
Process Owner: Regional Manager	
Review Cycle: Annually	
Pegasus Recommendation(s) or Procedure addressed: N/A	

Revision	Description	Date	Revised by:
1.0	Initial Draft	10/01/2009	Sharon Mackarness
1.1	Addition to "Policy" section	10/26/2009	K. Kachold/F. Stetson
1.2	Update w/OREFM, Annual Review completed	08/16/2013	K. Kachold/S. Mackarness
1.3	Reviewed: no changes	08/04/2015	K. Kachold

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AOC Tool Control

Policy 1.0 Authority

The procedure supports the followings California law, administrative procedure, rule of court, or AOC policy:

In-Custody Holding Areas: It is the policy of the Facilities Management Unit to control all tools, supplies, materials, parts, and equipment necessary to complete Facilities Services work in In-Custody Holding areas. This control will be achieved through implementation of the procedures and documentation below and will be reinforced through periodic evaluation.

All other areas: This policy applies equally to all other areas in which Court or Court-related or supported functions are conducted. These areas include but are not limited to conference rooms, secured Court staff areas, parking lots, administrative areas, hallways, conveyances, restrooms, and building infrastructure control rooms. Control in these areas shall be achieved to the greatest extent possible through an emphasis on awareness, vigilance, and on-the-spot remediation of deficiencies in property control and accountability.

Acceptance of employment in the Court environment in general implies a thorough understanding of the physical security risks involved when tools, supplies, materials, parts, and equipment are not properly controlled. Facilities Management Unit staff and outsourced service providers at all levels are responsible to support this policy through education and direct action. Failure to apply the fundamentals of this policy through action or inaction can result in property damage, and/or personal injury to anyone in the Court environment and can lead to appropriate action, up to and including the suspension of granted access rights to state courts

2.0 Scope

The Facilities Management Unit is responsible for Facilities Services throughout In-Custody Holding areas. Successful provision of services requires technical personnel to access and operate in these areas and to bring all the tools, supplies, materials, parts, and equipment necessary to complete their work. Due to the unique nature of the environment, there is an extremely high risk that any of these items, if not properly controlled, will result in property damage, and/or personal injury to those who operate and occupy the areas, and to others who may in the course of normal operations, enter these areas.

3.0 Purpose

Eliminate risks of property damage, and/or personal injury to those who operate and occupy In-Custody Holding areas, and to others who may in the course of normal operations, enter these areas.

4.0 Definitions

TERM	DEFINITION
AOC	Administrative Office of the Courts
In-Custody Holding Areas	Areas where people who are "in-custody" by authorities are kept prior to and following their court appearance

5.0 Process Steps

This section contains the description of the process steps in this procedure.

5.1 Procedure:

There are three basic phases in the accomplishment of Facilities Services in In-Custody Holding areas.

- 5.1.1 **Pre-entry:** The basic activities in this phase include planning, scheduling, and coordination with In-Custody operational personnel, and assembly of tools, supplies, materials, parts, and equipment necessary to complete the work. This includes travel to the job site, arrival, and formal notification to In-Custody operational personnel that all preparations for work are completed. Establishment of positive control of tools, supplies, materials, parts, and equipment is accomplished.
- 5.1.2 **In Place:** This phase includes activities carried out while inside the controlled In-Custody Holding areas. There shall be no intermediate exit/re-entry.
- 5.1.3 **Exit.** In this phase, technicians have completed all work and are outside the controlled In-Custody Holding areas. Technicians inform In-Custody operational personnel of the job status, report any unusual circumstances, and complete necessary documentation to validate and record control of tools, supplies, materials, parts, and equipment.

5.2 Minimal Operational Requirements:

Proper control of tools, supplies, materials, parts, and equipment is achieved through inventory and documentation activities at each of the three phases as described above. Personnel must be vigilant to ensure:

- 5.2.1 Careful determination and inventory of what is needed in the Pre-entry phase.
- 5.2.2 Strict limitation on what is brought into the In-Place phase, to the minimum required property as shown on the Pre-Entry inventory.
- 5.2.3 Validating that the same property is removed during the Exit phase.
- 5.2.4 Accuracy and thoroughness in completing required documentation.

5.3 Documentation:

In order to record the actions required in the Minimal Operational Requirements, a simple localized form shall be developed and used at each occurrence of the procedure above.

- 5.3.1 The form shall allow for recording of the date, place, and time of the inventory of property in the Pre-entry Phase and shall have a place to record the signatures of both the technician, (or lead technician), and the In-Custody operational personnel.

- 5.3.2 The form shall allow for recording of the inventory of property in the Exit Phase and shall have a place to record the date, place, and time, and signatures of both the technician, (or lead technician), and the In-Custody operational personnel.
- 5.3.3 If, during the Exit phase, it is discovered that one or more items shown on the Pre-entry inventory are missing, Facilities Services personnel shall immediately report the condition to the In-Custody operational personnel, remain at the job site, and comply with all direction as provided by the In-Custody operational personnel to resolve the deficiency. Regardless of the results of the effort to reconcile "Pre-Entry property inventories" to "Exit property inventories", Facilities Services personnel shall record the details of the event on the form.
- 5.3.4 Retain completed forms for at least 90 days at each site.

5.4 Compliance:

Compliance with this policy is demonstrated with existence of written site specific guides, and existence and proper use of the required inventory forms.

5.5 Site Specific Requirements:

Because there are a very wide range of physical layouts, sizes, assignment of In-Custody operational personnel, Facilities Services resources, and In-Custody operating schedules and procedures, local Facilities Services management shall establish written site specific guides and procedures, but at a minimum must include a form to record the date, place, and time of inventories and validation signatures as shown in the Documentation section above.

5.6 Site Specific Options:

Decisions on whether or not to establish dedicated tool cribs, shadow boards, containers, property marking, lost/found property guidance or other control measures for tools, supplies, materials, parts, and equipment in support of general Facilities Services operations are local, and as such are outside the provisions of this policy. Such provisions shall not in any way take precedence over, or in any other manner interfere with, the requirements of this policy.

5.7 Exemption:

The procedures and documentation in this policy is not required when Facilities Services personnel are sworn peace officers and also serve in the capacity of In-Custody operational personnel.

5.8 Periodic Evaluation:

AOC personnel shall evaluate compliance with this policy upon random inspection of completed forms and also through random observation of the full cycle of the Pre-entry, In Place, and Exit phases of an occurrence.

6.0 Process Completion Steps and Next Steps

The completion of work and a reconciled inventory of tools used during work.

7.0 Non-Formalized Processes

None at this time

8.0 Decision Making Authority

Follows the FMU organizational hierarchy

9.0 Dispute Resolution

10.0 Follows the FMU organizational hierarchy

11.0 Process Performance Metrics

What is critical to the internal/external customer of this process, and how do you know?

What critical measurements define the quality of this process?

- Tool reconciliation on completion of work
- Accurate record keeping

END OF ATTACHMENT 9

ATTACHMENT 10

JUDICIAL COUNCIL'S INTERNAL BACKGROUND CHECK POLICY



JUDICIAL COUNCIL
OF CALIFORNIA



Internal Background Check Policy

Security Operations' Contractor Clearance Program

Title: Background Checks for Contractors Working on the Judicial Council's Behalf in Restricted Areas

Contact: Security Operations (SO) unit

Policy Statement: Judicial Council staff must adhere to this policy and related procedures to comply with the Federal Bureau of Investigation (FBI) security policy for personnel who have access to criminal justice information and the California Department of Justice (CA DOJ) regulations for the California Law Enforcement Telecommunications System (CLETS).

Contents:

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- What is the policy? 2
 - Definition of Contractor 2
 - Definition of Restricted Area 2
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- What is the purpose of this policy? 3
- What is the application process? 4
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WHO MUST COMPLY WITH THIS POLICY?

This policy applies to:

- Judicial Council (council) divisions, offices, and/or units that contract for non-council employees to work on the council's behalf;
- Council staff who work with those individuals (for example, the project managers); and
- Council staff who work on any contracts or agreements that provide for non-council employees to perform work on the council's behalf.

WHAT IS THE POLICY?

Council staff must do all of the following:

1. Ensure that each "Contractor" is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a "Restricted Area." A person who has not met these requirements may only enter a Restricted Area during an "Emergency Situation" and:
 - a. must be escorted at ALL times by someone who has met these requirements; or
 - b. must be found suitable for unescorted access to Restricted Areas by the court, in compliance with FBI *Criminal Justice Information Services Security Policy* and CA DOJ regulations for CLETS found in *CLETS Policies, Practices and Procedures*.
2. Adhere to the SO procedure for background check services, which is referenced at the end of this policy under Additional Resources.
3. Ensure that contracts, agreements, and related documents do not contradict or counteract this policy or the related SO procedure.

Definition of Contractor

For the purposes of this policy and related SO services, any person who either contracts with the council or is employed through a third party who contracts with the council *who provides services* under that contract at a court or the California Court Technology Center (CCTC).

This excludes contractors and agencies who do not receive payment for services from the council. It also excludes employees of entities that are able to do fingerprint-based background checks that are submitted to the CA DOJ. Those entities are responsible for performing their own background checks of their employees. SO only provides background checks to employees of private contractors who cannot do fingerprint-based background checks that are submitted to the CA DOJ (as commercially-available searches will not suffice).

Definition of Restricted Area

For the purposes of this policy, any area of either the CCTC or a court facility which:

1. contains a means to connect to FBI and CA DOJ criminal databases via CLETS; *or*
2. contains any records or information (transported, processed, or stored in physical or electronic format) that were obtained via CLETS.

The definition of Restricted Area also applies to electronic access to network and computing components where CLETS data is transported or stored in a physical or electronic format.

Definition of Emergency Situation

For the purposes of this policy, any condition arising from a sudden or unexpected occurrence in which prompt services are needed to *avoid or minimize* the impact on the CCTC, court facility, or the council staff's ability to do the following:

- Ensure the safety and security of people occupying and visiting the facility;
- Conduct business in a timely manner in a safe and functional environment;
- Preserve the facility; and
- Protect files, records, and documents located in the facility.

Visitors to the CCTC or the non-public areas of a court facility are not required to undergo a background and fingerprint check. They must, however, be escorted at ALL times.

WHAT IS THE PURPOSE OF THIS POLICY?

The council retains contractors to do work on its behalf or on behalf of courts, and these contractors are often located in the courts. Many if not all courts subscribe to CLETS service from the CA DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.¹

There are strict regulations regarding access to CLETS. Government Code sections 15150–15167 establish the CA DOJ's responsibility for maintenance of the system. The CA DOJ publishes a *CLETS Policies, Practices, and Procedures* document that specifies, among other things, the fingerprint and background check requirements for access to CLETS-provided information. Entities that subscribe to CLETS service from the CA DOJ are responsible for their compliance. Also, FBI security policy addresses personnel who have access to criminal justice information. Screening requirements are outlined in the FBI's *Criminal Justice Information Services Security Policy*.

As a service to the courts and as a precaution, council's staff have implemented a policy of conducting CLETS-level background checks for any of its contractors who would be working in Restricted Areas.² The council's Executive Office delegated to SO oversight of background checks for non-council employees working under contract with the council in Restricted Areas. SO worked with the CA DOJ and several council offices to define Restricted Areas, establish a

¹ Depending on the type and location of their work, contractors may be subject to additional requirements, which will be specified by the Judicial Council's Agency CLETS Coordinator (ACC) who can be reached at Nicole.Roza@jud.ca.gov.

² The Court retains authority over access to its facility and this policy does not supersede the Court's responsibility, if a CLETS Subscribing Agency, to comply with FBI's *Criminal Justice Information Services Security Policy* and CA DOJ's *CLETS Policies, Practices and Procedures*.

procedure for providing related services, and identify the evaluation criteria that are listed in this policy.

WHAT IS THE APPLICATION PROCESS?

Council staff are responsible for requesting SO's services when needed. As part of the initial set-up process, they will be required to provide SO the following:

- A project code for chargeback of CA DOJ billing costs;
- A designated council contact; and
- A designated Contractor contact, as applicable.

SO and the council's Human Resources (HR) office share a single Originating Agency Identifier (ORI) number. HR receives the CA DOJ invoices and uses the project code that council staff provide to do chargebacks for the cost of the Contractor background checks.

SO will send the SO procedure to the designated council contact and Contractor contact, as applicable. The council contact and Contractor contact are responsible for explaining the restrictions to the "Applicants." They are also responsible for providing SO with the following.

- A background check authorization signed by the Applicant;
- A completed badge form, authorized by the council project manager; and
- A digital photograph of the Applicant that meets the requirements on the badge form.

SO will send the council contact or Contractor contact an "Applicant Packet" with the appropriate instructions and forms. The forms are prefilled with the council routing and billing information. The council contact or the Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The Applicant should fingerprint within two weeks. It usually takes two weeks to three months for the CA DOJ to provide the background check results. Delays sometimes occur due to poor fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. SO will provide the council contact and Contractor contact with information about how Applicants can check the status of their submissions with the CA DOJ.

WHAT ARE THE EVALUATION CRITERIA?

SO will review the results using the following evaluation criteria, which comply with FBI and CA DOJ regulations. Applicants are not suitable for unescorted access to a Restricted Area if an Applicant's background check reveals any of the following:

1. A felony conviction of any kind or felony charge pending court disposition (that includes arrest warrant for a felony charge); or
2. Any misdemeanor conviction *or* charge pending court disposition involving violence, weapons, theft, robbery, burglary, embezzlement, dishonesty, gang activity, drugs (excluding certain misdemeanor marijuana convictions more than two years from the date

of such conviction, as specified in California Labor Code section 432.8), or moral turpitude.

Crimes of moral turpitude (that are not already described in the criteria above) include:

- Assaultive crimes involving false imprisonment, discharging a firearm, and shooting at an inhabited dwelling.
- Drug crimes involving maintaining a drug house, possessing heroin for sale, possessing marijuana for sale, selling drugs, and transporting a controlled substance.
- Escape crimes involving escape with or without violence and evading a peace officer.
- Property crimes involving arson, forgery, and receiving stolen property.
- Sex crimes involving indecent exposure, lewd acts on a child, pimping and pandering, and rape.
- Weapon crimes involving possessing or conspiring to possess an illegal firearm and possessing a deadly weapon with intent to assault.
- Other crimes involving bribery, extortion, kidnapping, perjury, and terrorist threat.

The following will be reviewed on an individual basis to determine suitability for unescorted access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Felony or misdemeanor arrests without conviction and/or misdemeanor convictions, within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor's suitability for access; or
3. Outstanding arrest warrants indicating possible fugitive status.

WHAT IS THE EVALUATION PROCESS?

Because the council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the CA DOJ. SO follows the CA DOJ instructions to keep the information secure. It cannot share the criminal record result information.

Applicants Suitable for Unescorted Access to Restricted Areas

If an Applicant is suitable for unescorted access per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable. SO will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide SO with the Applicant's completed badge form and digital photograph. These will be used for badge purposes only. The digital photograph must meet the requirements on the badge request. If not already submitted, SO must also have the council project manager's authorization for a badge, via a signed badge form or e-mail approval.

SO will forward the Contractor's badge to the council contact or Contractor contact for distribution. The Contractor must wear the badge in a visible location at all times while in a Restricted Area, as visual confirmation that he or she is suitable for unescorted access.

Applicants Not Suitable for Unescorted Access to Restricted Areas

If an Applicant is not suitable per the evaluation criteria, SO will notify the council contact(s) and Contractor contact(s), as applicable, that the Applicant is not suitable for unescorted access to a Restricted Area. SO will mail the relevant criminal record results to the Applicant at the address he or she listed on the Live Scan form, then delete the criminal record results.

If the Applicant believes that the criminal record results contained an error, he or she must contact the CA DOJ's California Justice Information Services Division at 916-227-3849 to obtain information on how to correct the record. Information on this process is also available at the Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq.

SO must submit a No Longer Interested (NLI) form to the CA DOJ so that it does not receive subsequent arrest notifications or dispositions on Applicants deemed not suitable. For this reason, if the Applicant's record is corrected and the council project manager wants SO to re-evaluate, the Applicant will have to be re-fingerprinted.

Subsequent Arrests

After SO receives criminal record results, it automatically gets subsequent arrest notifications and dispositions. SO will continue to get this information until it submits a NLI form to the CA DOJ.

If SO is notified of a Contractor's arrest, it may reevaluate the person's suitability for unescorted access to Restricted Areas. SO reserves the right to change its determination of a person's suitability for unescorted access to Restricted Areas based on a subsequent arrest. If this occurs, SO will notify the council contact(s) and Contractor contact(s), as applicable, and request that the Contractor's badge be returned, that unescorted access to a Restricted Area be discontinued, and that the Contractor's last-known address be provided. SO will mail the relevant criminal record results to the Contractor at that address, delete the criminal record results, and send an NLI.

Requests for Exceptions

Exceptions are rarely considered because the evaluation criteria implement mandatory FBI and CA DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the Contractor contact may ask the council project manager to request an exception from SO. The request must be in writing. It must include the Applicant's name and reason for the request. The Applicant will have to be re-fingerprinted. SO will send the Contractor contact a new Applicant Packet.

Before re-fingerprinting, the Applicant may want to consider options for cleaning up his or her criminal record. One resource is the Online Self-Help Center located on the California Judicial Branch's website at www.courts.ca.gov (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

Once SO receives the criminal record results electronically from the CA DOJ, the SO supervisor will evaluate the results and notify the council project manager, council contact(s), and Contractor contact(s) of the decision.

WHAT IS THE BADGING PROCESS?

Badge Issuance

SO issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by SO for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They do not allow access to secured council facilities.

The badges that allow access to the council buildings are part of a separate SO program. Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The council contact or designee may escort the Contractor to the SO Badge Room to complete the required form and have a photograph taken.

Badge Replacement

SO replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify SO when a replacement is needed.

Badge Return

When an approved Applicant is no longer employed by the Contractor company or is reassigned so that he or she no longer needs unescorted access to a Restricted Area, the following must happen. The council contact or Contractor contact must promptly inform SO, collect the Contractor's badge, and return it to SO. SO must fax or mail an NLI form to the CA DOJ so that it does not receive subsequent arrest notifications or subsequent arrest dispositions.

QUESTIONS AND COMPLAINTS

SO communicates directly with the council contact or Contractor contact only. Any questions or complaints should be routed to the council contact or Contractor contact (for example, questions or complaints relating to the retention, day-to-day management, or termination of Contractors).

ADDITIONAL RESOURCES

Council staff may contact SO for current versions of the following documents:

- Memo to contacts summarizing SO procedure
- Contractor Background Check Authorization
- Contractor Badge Information/Authorization

REFERENCES

- California Government Code sections 15150–15167
- Federal Bureau of Investigation *Criminal Justice Information Services Security Policy*
- California Department of Justice *CLETS Policies, Practices, and Procedures*
- Office of the Attorney General's website at http://oag.ca.gov/fingerprints/security_faq



JUDICIAL COUNCIL
OF CALIFORNIA



Background Check Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor 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 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 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 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 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: _____

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JUDICIAL COUNCIL
OF CALIFORNIA



Badge Information/Authorization

Security Operations' Contractor Clearance Program

The designated Judicial Council (council) contact and/or Contractor contact are responsible for reviewing this information with "Applicants." Applicants must provide badge information and a digital photograph for a badge. The 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 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 council project manager—authorize and date: _____

For SO Use Only – Background Check Group	
<input type="checkbox"/> IT	<input type="checkbox"/> REF—BANCRO
<input type="checkbox"/> FIN	<input type="checkbox"/> REF—BUR
<input type="checkbox"/> REF—IDIQ	<input type="checkbox"/> REF—SACTO
<input type="checkbox"/> Other (specify):	

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END OF ATTACHMENT 10

END OF AGREEMENT