

## MASTER AGREEMENT (sample document)

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

AGREEMENT NUMBER	@MA-XX-IDIQ-YYYY-##
FEDERAL EMPLOYER ID NUMBER	@FEIN#

- Parties.** This Agreement is between the Judicial Council of California (“**Judicial Council**”) and @Contractor name (“**Contractor**”). Judicial Council and Contractor may be individually referred to herein as “**Party**” or collectively referred to herein as “**Parties.**”
- Term.** The initial term of this Agreement (“**Initial Term**”) shall commence @Start Date, 20 (the “**Effective Date**”) and terminate on @End Date, 20 (“**Expiration Date**”) subject to any previously authorized, pending Work Orders.

The Judicial Council shall have the option, exercisable in writing, to extend this Agreement and its Expiration Date for two (2) additional periods of one (1) year each (“**Subsequent Term(s)**” or “**Option Term(s)**”). Subsequent Terms shall be authorized by written notice given by the Judicial Council.

Work Orders must be authorized prior to the expiration of then-current term of this Agreement and no new Work Orders shall be authorized after the expiration of then-current term of this Agreement. The end date for Work authorized in a Work Order may exceed the expiration of then-current term of this Agreement; provided, however, that the terms and conditions of this Agreement shall remain in full force and effect with regard to any outstanding Work Order(s) after the expiration of then-current term of this Agreement until the Work of said Work Order(s) is complete.

- Title and Purpose.** The title of this Agreement is: *Master Agreement for IDIQ General Contractor Construction Services*. The number of this Agreement is: @MA-XX-IDIQ-YYYY-##. This Agreement is issued pursuant to Judicial Council solicitation number: RFQ-FS-2023-17-MB.

The purpose of this Agreement is to establish a master contract for construction services related to General Contractor services for various courthouse facility projects throughout the State of California as specified in Work Orders that may be issued by the Judicial Council.

The Agreement’s title, number, and purpose are for administrative reference only and do not define, limit, or construe the scope or extent of this Agreement.

- Contract Amount.** The maximum amount payable to Contractor under this Agreement shall not at any time exceed the total of all of the total amount(s) encumbered to date by Judicial Council for this Agreement.
- License Requirement.** Contractor hereby acknowledges that it currently holds all valid and active licenses and specialty classifications issued by the appropriate authorities, as required by the terms of this Agreement, including, without limitation: Class B – General Building Contractor.
- Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by an Amendment executed by both Parties. In the event of a conflict in documents, the following order of precedence shall prevail: (i) the most recently executed Master Agreement or Amendment Coversheet for this Agreement; (ii) Exhibits A, B, C, D, E, F, G, H, I, and J (in order of preference); (iii) the most recently executed Work Order; and (iv) documents referenced in authorized Work Orders, if any. As regards the subject matter they address, amended documents shall prevail over previous document(s).
- Notices.** Any notice required by the Contract shall be in writing, identify the Contract’s title and number, reference all applicable Work Order numbers, be dated, be signed by the Party giving the notice or by a duly authorized representative of that Party, and otherwise comply with the requirements of this Contract. Any notice required by or with regard to this Contract shall be delivered to the address indicated below each Party’s signature.

- Contract Documents.** The following documents are individually or collectively referred to as “**Contract Documents**”:

This signed Master Agreement Coversheet;

**Exhibit A:** General Conditions

**Exhibit B:** Services Request

**Exhibit C:** Contractor Proposal

**Exhibit D:** Judicial Council Tool Control Policy

**Exhibit E:** Judicial Council’s Asbestos Management Plan and Hazardous Materials Management Process



**Exhibit F:** Judicial Council Background Check Policy

**Exhibit G:** Workers’ Compensation Certification

**Exhibit H:** Prevailing Wage and Related Labor Requirements Certifications

- Exhibit I:** Disabled Veteran’s Business Enterprise Participation Certification
- Exhibit J:** Payment and Performance Bond
- Exhibit K:** Contractor’s Insurance Documents

9. **Authority.** The individuals executing this Agreement on behalf of each respective Party, certify that they have proper authorization to do so and to bind their respective Party.

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE	
<b>Judicial Council of California</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>@Contractor name, a @Insert ST Entity Type</b>	
	LICENSE NO.: <b>CSLB: @CSLB#</b> <b>DIR PWCR: @DIR PWCR#</b>	EXP DATE: <b>@ExpDate</b> <b>@ExpDate</b>
BY (Authorized Signature) 	BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>@Name, Supervisor, Facilities Contracts</b>	PRINTED NAME AND TITLE OF PERSON SIGNING	
DATE EXECUTED	DATE EXECUTED	
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS <b>@Address</b>	

**EXHIBIT A  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**GENERAL CONDITIONS**

- 1. Definitions.** Terms defined below and elsewhere throughout the Contract Documents shall apply to the Contract as defined. Additional terms may be defined in authorized Work Orders; provided, however, that the definition of any term defined in a Work Order shall apply only within the Work Order in which it is defined.
- 1.1. “**Agreement**” means this Master Agreement for ID/IQ Construction Services which shall constitute the entire integrated agreement between the Judicial Council and Contractor and includes the Contract Documents incorporated by reference in a fully executed Master Agreement Coversheet. The term “Contract” may be used interchangeably with the term Agreement.
  - 1.2. “**Amendment**” means the Judicial Council’s standard form of Amendment Coversheet and any documents it explicitly references or incorporates that, when signed by the Parties, modifies the provisions of this Agreement or an authorized Work Order.
  - 1.3. “**Approved Person**” means any employee of Contractor or any Subcontractor who (i) has been screened and approved by the Judicial Council pursuant to this Contract’s requirements for background checks; and (ii) when working at the Project Site, has passed any additional Court-required screening and background check requirements which that Court requires of persons working in that Project Site, as described herein.
  - 1.4. “**CAFM**” or “**Computer Aided Facilities Management**” means, in the context of this Contract and wherever used herein, the system currently used by the Judicial Council to issue Work Orders and track work progress, or any other such system subsequently implemented for those or similar purposes by the Judicial Council at the Judicial Council’s sole discretion.
  - 1.5. “**Change Order**” means a written order signed by the Judicial Council and the Contractor that alters a specific Work Order.
  - 1.6. “**Claim**” means a Dispute that remains unresolved after conclusion of the Dispute Resolution Process set forth herein. Individual unresolved Disputes may be aggregated into one or more Claims.
  - 1.7. “**Completion**” refers to Final Completion of a Project.
  - 1.8. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Contract; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
  - 1.9. “**Contract**” or “**Contract Documents**” means this Master Agreement for ID/IQ Construction Services which constitutes the entire integrated agreement between the Judicial Council and Contractor for the Work and includes the Contract Documents incorporated by reference in a fully executed Master Agreement Coversheet. All obligations of the Judicial Council and Contractor are fully set forth and described in the Contract. The Contract Documents are intended to operate mutually so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents. The term “Agreement” may be used interchangeably with the term Contract.
  - 1.10. “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the Judicial Council to do the Work. Contractor is one of the parties to this Contract.
  - 1.11. “**Contractor Proposal**” means the proposal that Contractor submits to the Judicial Council in response to a Services Request in accordance with the Work Order Process provisions herein. The Contractor Proposal

- includes, but is not limited to, the following information proposed for the requested Work: (i) the project or construction schedule, (ii) a list of Subcontractors, (iii) payment schedule, and (iv) reference to applicable Project drawings and specifications, or layouts, and technical data or information for the applicable Project. Per the Judicial Council's direction to Contractor in the Judicial Council's sole determination, the Contractor Proposal is submitted and processed entirely within CAFM and/or by using the document substantially in the format of **Exhibit C** attached hereto. References to the Contractor Proposal shall interchangeably mean either or both the electronic submission in CAFM or the form submission of **Exhibit C**, as applicable, depending on the context in which it is used.
- 1.12. **"Court(s)"** means one or more of the superior or appellate courts in the State's court system.
- 1.13. **"Coversheet"** or **"Master Agreement Coversheet"** means the form used by the Judicial Council to enter into the Contract and that is part of the Contract Documents.
- 1.14. **"Data"** means everything created, developed or produced in the course of Contractor's performance of the Work, including, without limitation, all drawings and specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data, in any form, prepared, or in the process of being prepared.
- 1.15. **"Day"** means, unless otherwise specifically defined, calendar days including Saturday and Sunday as well as Contractor's pre-established and published holidays applicable to its employees.
- 1.16. **"Deliverable(s)"** means Work and Materials provided under this Agreement that are explicitly designated as a Deliverable in an authorized Work Order.
- 1.17. **"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.
- 1.18. **"Final Completion"** means when Contractor has completed all Work for the Project consistent with all requirements of the Project's Work Order and Contract Documents to the Judicial Council's satisfaction.
- 1.19. **"Fixed Price Work"** means pre-described Work to be performed at a set price.
- 1.20. **"Hourly Rates"** means all costs for Work performed at an hourly rate including, but not limited to, labor costs, applicable taxes, duties, wages, indirect costs, general and administrative expense, overhead, and profit.
- 1.21. **"Key Personnel"** means Contractor's personnel or personnel of Subcontractors that are named in 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 Work Orders. Work and roles of Key Personnel are as set forth in this Contract and in Work Orders.
- 1.22. **"Lump Sum Basis"** mean pre-described Work that is priced at a lump sum for the Work and paid the Lump Sum Price as set forth in this Agreement, which will be subject to Judicial Council agreement on a Work Order-by-Work Order basis and only apply to the Work Order in which authorized.
- 1.23. **"Material(s)"** 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, commodities, telecommunication technology, and other information.
- 1.24. **"Pricing Methodology(ies)"** means the methodology for certain contractual terms and conditions. There are two (2) types of Pricing Methodologies set forth in this Agreement: Lump Sum Basis and Time and Materials Basis.
- 1.25. **"Project"** means all activity related to an individual Work Order including the Work of Contractor and its Subcontractors.

- 1.26. “**Project Manager**” means 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 and at any time.
- 1.27. “**Project Price**” means the amount indicated in a Work Order for all the Work of a particular Work Order and which is the amount the Judicial Council shall pay to the Contractor for successful completion of all Work of the applicable Project. The Project Price is and shall not exceed the sum of the cost of all the Work including, without limitation, all applicable taxes, fees, shipping costs, insurance, and bonds.
- 1.28. “**Project Site(s)**” means the location(s) indicated in a Work Order at which Contractor will perform the Work of that Work Order.
- 1.29. “**Project Time**” means the maximum time indicated in a Work Order for Contractor to complete all of the Work of that Work Order.
- 1.30. “**Reimbursable Expenses**” means specific expenses incurred or to be incurred by Contractor and/or its Subcontractors in pursuit of performance of the Work, as further specified in a Work Order.
- 1.31. “**Restricted Areas**” means (i) all areas within the Project Site that are not generally accessible to the public including, without limitation, judges’ chambers, 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 non-business hours that are subject to security screening during normal business hours; and (iii) the areas defined as Restricted Areas in the Background Check Policy.
- 1.32. “**Services Request**” means the request issued by the Judicial Council that serves as a summary of the Work the Judicial Council is requesting the Contractor to perform with respect to the Project. In the Judicial Council’s sole determination, the Services Request is issued and processed entirely within CAFM and/or by using the document substantially in the format of **Exhibit B** attached hereto. References to the Services Request shall interchangeably mean either or both the electronic submission in CAFM or the form submission of **Exhibit B**, as applicable, depending on the context in which it is used.
- 1.33. “**State**” means the State of California.
- 1.34. “**Subcontractor**” means any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with Contractor, or with any Contractor Subcontractor of any tier, for the performance of any part of Work under this Contract. For purposes of this Contract and unless otherwise expressly stated, the term Subcontractor includes all Contractor subcontractors, sub-consultants, agents, suppliers, and/or materialmen at every and any level and/or tier.
- 1.35. “**Third Party**” means 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.
- 1.36. “**Time and Materials Basis**” means pre-described Work that is provided based on the Hourly Rates and Materials for the Work and paid the Time and Materials Price as specified in this Agreement, which will be subject to Judicial Council agreement on a Work Order-by-Work Order basis and only apply to the Work Order in which authorized.
- 1.37. “**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.
- 1.38. “**Work Order**” means a unique entry within CAFM governing a Project that references and incorporates the other documents thereof such as the Services Request and Contractor Proposal applicable to that Work Order as well as the Contract Documents.

**2. Work Orders.**

**2.1. Maximum Work Order Amount and Contract Amount.**

- 2.1.1. The maximum amount the Judicial Council shall be obligated to pay to Contractor under any individual Work Order authorized under this Contract shall not at any time exceed the Project Price specified on the face of the applicable, authorized Work Order. No verbal agreements will be honored.
- 2.1.2. The maximum amount the Judicial Council shall be obligated to pay to Contractor under this Agreement (“**Contract Amount**”) shall not at any time exceed the total of all Project Prices encumbered to date by the Judicial Council for this Agreement. The total amount that the Judicial Council may pay the Contractor under this Agreement shall not at any time exceed the total of the Project Prices of all Work Orders authorized for the performance through the current date.

**2.2. Work Order Authorization.**

- 2.2.1. The Judicial Council will authorize the performance of Work and spending of funds under this Contract only via Work Orders issued through CAFM. Work Orders must be “accepted” by the Contractor within CAFM. This involves Contractor logging into CAFM, opening the Work Order, and clicking the “Accept” button. The Judicial Council will provide via CAFM a summary of the Project details with references to all other items, information, and/or documents incorporated within the Work Order for the Project.
- 2.2.2. Work Orders may only be authorized during the Initial Term of this Agreement or any Subsequent Terms. Work Orders must be authorized prior to the expiration date of this Agreement. The end date for Work authorized in a Work Order may exceed the expiration date of this Agreement; provided, however, that the terms and conditions of this Agreement shall remain in full force and effect with regard to any outstanding Work Order(s) after the expiration of this Agreement until the Work of said Work Order(s) is complete.
- 2.2.3. Work Orders may only be authorized for the specific Work as described in the Services Request and Contractor Proposal.

**2.3. Project Awards.**

- 2.3.1. Contractor acknowledges that the Judicial Council may have multiple qualified firms under contract to provide the same Work as Contractor under this Agreement (“**Qualified Firms**”). Said Qualified Firms, including Contractor, may be asked to provide Contractor Proposals for some Projects, but may not be asked to provide Contractor Proposals on other Projects or none at all. The Judicial Council will typically solicit multiple Qualified Firms to propose Services for the same Project.
- 2.3.2. The Judicial Council will solicit Work from and assign individual Projects to multiple Qualified Firms with the intent, but no obligation, to issue Projects equally based on all relevant factors including on an objective round-robin basis.
- 2.3.3. Selection of Contractor for a specific Project is at the sole discretion of the Judicial Council. The Judicial Council will make efforts to award a fair share of the Services to Contractor based on, without limitation, Contractor’s qualifications, specific expertise, proposed costs for the Project, knowledge of and involvement with specific systems and/or facilities for the Project, prior performance on other Projects, and those other factors that the Judicial Council may deem pertinent for the Project.
- 2.3.4. Any Project with an estimated, proposed, or actual cost greater than One Hundred Twenty-Five Thousand Dollars (\$125,000) may, in the sole discretion of the Judicial Council, be assigned to the Qualified Firm that proposes the lowest cost for that Project. The Judicial Council will evaluate

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

2.4. **Pricing Methodologies.** Two Pricing Methodologies are allowable under this Agreement. The Pricing Methodology sets both the total amount of compensation that will be made under a Work Order as well as terms and conditions that will apply to the Work to be provided. Only one type of Pricing Methodology may be used in any individual Work Order and that Pricing Methodology will apply to all Work provided under that Work Order; if more than one Pricing Methodology is necessary, the Work must be segregated into separate Work Orders.

2.4.1. Lump Sum Basis.

2.4.1.1. When a Work Order is authorized for performance on a Lump Sum Basis, the prices for all expected Hourly Rates and Fixed Price Work will be added to calculate a single lump sum price (“**Lump Sum Price**”) applicable to that Work Order.

2.4.1.2. Contractor will be compensated for Work Orders authorized on a Lump Sum Basis according to a percentage of particular phases, Deliverables, Schedule of Values, or other schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of the Work and/or individual designated Deliverables. The total of the price(s) for all Work and Deliverables must equal the Lump Sum Price applicable to the Work Order.

2.4.1.3. In Work Orders authorized on a Lump Sum Basis, Contractor is responsible for the provision in full for all the Work and Materials specified in the Work Order and any other costs and expenses incurred to provide the Work and Materials (including profit), regardless of the amount of Contractor’s actual costs and expenses incurred. Contractor shall be compensated solely by payment of a Lump Sum Price.

2.4.2. Time and Materials Based Services.

2.4.2.1. When a Work Order is authorized for performance on a Time and Materials Basis, the prices for all expected Hourly Rates and Fixed Price Work will be determined to calculate time and materials prices (“**Time and Materials Price**”) applicable to that Work Order. The Project Price of a Work Order authorized on a Time and Materials Basis shall serve as a not-to-exceed amount, and Contractor shall not exceed said not-to-exceed amount in performing the Work of the Work Order without notifying the Project Manager in advance in writing for further direction and authority to proceed in accordance with this Agreement’s terms.

2.4.2.2. Contractor shall be compensated for Work Orders authorized on a Time and Materials Basis solely in the form of payments for the Work and Materials; however, Contractor shall not provide Work and/or Materials past the point at which the total of such charges would exceed the Time and Materials Price applicable to that Work Order if invoiced to the Judicial Council in accordance with this Agreement.

2.4.2.3. In Work Orders authorized on a Time and Materials Basis, Contractor is responsible for the provision of Work and Materials, subject to any limitations of the Time and Materials Price, as specified in the Work Order.

2.5. **Work Order Process.**

2.5.1. Services Request.

2.5.1.1. The Project Manager will electronically provide Contractor with an unsigned Services Request, describing the Work the Judicial Council wants performed. In the Judicial Council’s sole determination, the Services Request will be issued and processed entirely within CAFM and/or by using the document substantially in the format of **Exhibit B**.

- 2.5.1.2. The Project Manager will inform the Contractor of the appropriate Pricing Methodology (i.e., Lump Sum Basis or Time and Materials Basis) for the Project in the Service Request.
- 2.5.1.3. Upon receipt of the Services Request, Contractor will, in coordination with the Project Manager, modify or edit the Services Request, if and as necessary, and the Project Manager will address any such modifications and edits so that the Services Request appropriately describes the scope of Work to be provided to the satisfaction of both Parties. If the Services Request is revised during this coordination, then the Project Manager will revise and re-submit the revised Services Request electronically to the Contractor.

2.5.2. Contractor Proposal.

- 2.5.2.1. *Initial Proposal Submission.* Once the Judicial Council and the Contractor agree upon the scope of Work as set forth in the Services Request for the Project, Contractor will complete and electronically submit the Project specific Contractor Proposal to the Project Manager based upon the description of the Work requested by the Services Request. Per the Judicial Council’s direction to Contractor in the Judicial Council’s sole determination, the Contractor Proposal will be submitted and processed entirely within CAFM and/or by using a modifiable MS-Word document substantially in the format of **Exhibit C**. Contractor hereby certifies that the individual submitting any Contractor Proposal has proper authorization to do so on behalf of and to bind Contractor.
- 2.5.2.2. *Proposal Review; Revised Submission.* The Project Manager shall review the Contractor Proposal separately, or with the Contractor in the Project Manager’s discretion, and may request changes to the submitted Contractor Proposal, in which event Contractor shall modify and resubmit the Contractor Proposal via CAFM.
- 2.5.2.3. *Reservation.* Contractor acknowledges that Judicial Council is not obligated to accept a Contractor Proposal and that Judicial Council reserves the right to reject or not accept a Contractor Proposal for any reason.
- 2.5.2.4. *Proposal Expiration.* Submitted Contractor Proposals shall not expire or be revoked by the Contractor for a period of sixty (60) Days following the date submitted to the Judicial Council via CAFM.
- 2.5.2.5. *Work Order Creation.* If the Judicial Council intends to accept the Contractor Proposal and proceed with the Project, the Project Manager will create a Work Order in CAFM and populate the Contractor Proposal with a unique Work Order number for that Project. The Services Request and accepted Contractor Proposal for the applicable Project will be uploaded to CAFM.
- 2.5.2.6. *Proposal Acceptance.* Following the creation of a Work Order in CAFM for the Project, the Project Manager will then notify Contractor of the Contractor Proposal’s acceptance. The Judicial Council shall provide, via CAFM and/or email, a Work Order consisting of a cover page with a unique Work Order number, the accepted Services Request and Contractor Proposal for that Work Order.
- 2.5.2.7. *Contractor CAFM Review.* Contractor shall review all documents and, upon acceptance, log into CAFM, look up the corresponding Work Order, and click “Accept.” By clicking “Accept,” Contractor agrees to all the provisions of this Contract, the Contract Documents, the Contractor Proposal, and the corresponding Work Order.



- 2.5.2.8. *Proposal Definitions; Conflicts.* Unless otherwise defined in the Contractor Proposal, any capitalized term therein shall have the meaning prescribed to it in the Agreement. Except as specifically modified in the Contractor Proposal to the extent such is permissible under this Agreement, the terms and conditions of this Agreement shall remain in full force and effect, and shall control in the event of any conflict, with respect to the Contractor Proposal, the Work Order, and the Project.
- 2.5.3. Authorization to Proceed with a Work Order.
- 2.5.3.1. *Work Commencement; Notice to Proceed.* Upon notification of Work Order acceptance in CAFM by the Contractor, the Judicial Council shall direct the Contractor to begin Work in writing according to the terms herein. The Project Manager will provide a written notice to proceed (“**Notice to Proceed**”) to Contractor with respect to the authorized Project at which time Contractor will proceed with the Project. The Notice to Proceed may be issued through CAFM.
- 2.5.3.2. *Additional Detailed Instructions.* Following authorization of a Work Order, but before the initiation of Work on a Project, the Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions shall become a part of the requirements of the authorized Work Order applicable to a Project (“**Additional Detailed Instructions**”). Should such Additional Detailed Instructions, in the Contractor’s reasonable opinion, constitute Work in excess of the requirements of the authorized Work Order, Contractor must submit written notice of the same to the Judicial Council within seven (7) Days following receipt of such instructions, and in any event no later than prior to commencement of the Work of the Project. If, in the Judicial Council’s sole judgment, the Additional Detailed Instructions do in fact constitute Work in excess of the requirements of the authorized Work Order, the Judicial Council may, at the Judicial Council’s option, either close the authorized Work Order and create a new Work Order or issue a Change Order to account for the additional Work.
- 2.5.3.3. *Work Order Cancellation.* If the Parties agree to cancel an already authorized Work Order, the existing Work Order must be closed within CAFM and a new Work Order process started.
- 2.5.3.4. *Work Order Authorization.* Only the following Judicial Council personnel are approved to authorize a Work Order: Principal Managers; Managers; Senior Project Managers and Project Managers; Facilities Operations Supervisors; Facilities Management Administrators; and Judicial Council Customer Service Center Personnel. The Judicial Council shall from time to time provide Contractor with the names and contact information of persons filling primary positions, which will be updated from time to time as personnel change and is effective upon receipt without requiring that this Agreement be amended.
- 2.5.4. Process, System, and/or Form Modifications. The Judicial Council reserves the right, as the Judicial Council deems necessary or appropriate in its sole discretion, to modify the process, system, and/or forms provided in the Contract (e.g., CAFM usage and capability, Services Requests, Contractor Proposals, etc.) that are to be utilized in the request, submittal, and authorization of Work Orders including, without limitation, implementing the use of CAFM for electronic Services Requests and Contractor Proposals. The Judicial Council will notify Contractor of any such modifications prior to becoming effective. In the event that any said modifications are to become effective, Contractor shall promptly take all reasonable steps to institute and incorporate the changes including, without limitation, the training of all appropriate Contractor personnel thereon without additional compensation except as otherwise agreed in writing; the Judicial Council shall reasonably cooperate and coordinate with Contractor to effectuate any such modifications.

2.5.5. No Project Guarantee.

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

2.5.5.2. The Judicial Council does not guarantee that Contractor will receive any authorized Work Order(s) under this Contract.

2.6. **Execution of Work Orders.**

2.6.1. Scope of Work. The scope of a Project's Work shall be set forth in the Contractor Proposal ("**Scope of Work**"). Contractor acknowledges and agrees it is required to and will have reviewed and fully understand the required Scope of Work outlined in the Project's Contract Documents prior to commencing performance. Contractor may not incorporate into the Scope of Work of a Project the Contractor's own form of terms and conditions with respect to matters governed by the Project's Contract Documents; and this Agreement shall prevail over any such forms or terms that are or may be in conflict therewith or the approved Contractor Proposal.

2.6.2. Project Price. The Parties acknowledge and agree that the Project Price proposed by Contractor in a Contractor Proposal is Contractor's offer to perform the Scope of Work for the Project according to the Contract Documents which Contractor shall accept as full payment for and in consideration of the covenants, promises, and agreements between the Parties for Contractor's performance of the Project. The Project 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 under the authorized Work Order.

2.6.3. Selected Pricing Methodology.

2.6.3.1. If a Work Order is authorized on a Lump Sum Basis, Contractor shall submit a Schedule of Values (defined below) for the Project in compliance with the terms of the Contract, which shall be subject to the Project Manager's approval and serve as the basis for progress payments. A Project's Schedule of Values, if any and as approved, shall be deemed incorporated into the Project's Work Order. The total of the Schedule of Values shall be comprised of quantities and prices of items aggregating the Lump Sum Price and subdivided into component parts of particular Deliverables, phases, milestones, or other schedule of fixed amounts associated with the provision and acceptance of the Work for the Project.

2.6.3.2. If a Work Order is authorized on a Time and Materials Basis, the Time and Materials Price shall be the total of all Hourly Rates and Fixed Price Work indicated in the Contractor Proposal for the Project. The Judicial Council shall compensate Contractor for the actual hours worked in the performance of the Project at the Hourly Rates established in the approved Work Order. Hourly Rates shall be calculated in tenth (10th)-of-an-hour increments for each full six (6) minutes beginning with the designated actual starting time and shall be computed for invoices by multiplying the appropriate Hourly Rate by the number of direct labor hours actually performed. Hourly Rates include all costs for the Work including, but not limited to, applicable taxes, duties, wages, indirect costs, general and administrative expense, and profit. Overtime rates will not be paid unless specifically authorized in advance by the Project Manager in writing and as required by law. Hourly Rates may only be revised by written, mutual agreement of the Judicial Council and Contractor.

2.6.3.3. All Fixed Rate Work and/or equipment, materials, supplies, and other items that are not part of the Hourly Rates must be identified and documented with sufficient detail for review by the Judicial Council.

- 2.6.4. Contractor Mark-up. Contractor's percentage mark up for the Work performed, and the portion of the Work that is attributable to Subcontractors shall be billed as follows:
  - 2.6.4.1. *Contractor Mark-Up for Contractor-Performed Work:* Mark-up for all Contractor-performed Work, including all overhead and profit, shall not exceed ten percent (10%) of Contractor's Direct Labor Costs and Direct Materials & Equipment Costs.
  - 2.6.4.2. *Contractor Mark-Up for Subcontractor-Performed Work:* Mark-up for all Subcontractor-performed Work, including all overhead and profit, shall not exceed ten percent (10%) of the Subcontractor's Direct Labor Costs and the Subcontractor's Direct Materials & Equipment Costs. The aggregate mark-ups of all tiers of Subcontractors for the Work shall not exceed fifteen (15%) of the total of all Subcontractors' Direct Labor Costs and all Subcontractors' Direct Materials & Equipment Costs.
- 2.6.5. Work Order Compensation. Judicial Council shall pay Contractor the Project Price pursuant to the invoice and payment provisions set forth herein. The Project Price set forth in an approved Work Order shall constitute full compensation for all of Contractor's Work incurred in the performance of the Work Order including, but not limited to, Contractor's time, materials, costs, and expenses incurred in Contractor's performance of the Scope of Work. Contractor shall not be entitled to any increases to the Project Price due to changes caused by or the result of, without limitation, Contractor's errors, omissions, or breaches.
- 2.6.6. Project Sites. Contractor shall perform the Work of a Project at the Project Site(s) identified in the Work Order.
- 2.6.7. Project Time. Contractor shall complete the Project's Work within the Project Time set forth in the approved Work Order, which may be a specified duration (i.e., number of days for completion) or a specific date of completion.
- 2.6.8. Construction Schedule.
  - 2.6.8.1. Within five (5) business days of Contractor's acceptance of a Work Order for a Project, Contractor shall submit a construction schedule for the Project to the Judicial Council ("**Construction Schedule**"), for the Project Manager's review and approval.
  - 2.6.8.2. The Construction Schedule must (i) be consistent with the Project Time; (ii) be created utilizing MS Project or other similar scheduling software acceptable to the Judicial Council (Contractor acknowledges that MS Excel is not an acceptable scheduling software); and (iii) include all key milestones relevant to the Project including, without limitation, the following:
    - 2.6.8.2.1. Notice to Proceed;
    - 2.6.8.2.2. Design (showing estimated dates of approval)
    - 2.6.8.2.3. Submittals (both initial submission dates and estimated dates of approval);
    - 2.6.8.2.4. Procurement of all materials;
    - 2.6.8.2.5. Mobilization;
    - 2.6.8.2.6. All Project-specific construction activities;
    - 2.6.8.2.7. Any critical path milestones;
    - 2.6.8.2.8. Any applicable inspections;
    - 2.6.8.2.9. Closeout;
    - 2.6.8.2.10. Final inspection;
    - 2.6.8.2.11. Completion;
    - 2.6.8.2.12. Commissioning; and
    - 2.6.8.2.13. Warranty Period commencement; and
    - 2.6.8.2.14. Closeout.
  - 2.6.8.3. The Judicial Council will not be required to issue the Notice to Proceed, in its discretion, unless and until Contractor submits a satisfactory Construction Schedule acceptable to the Judicial Council.

2.6.8.4. Following the Construction Schedule's acceptance, the Judicial Council and Contractor may agree to changes to the Construction Schedule via Change Order or otherwise in writing.

2.6.8.5. Contractor shall submit a monthly update to the Construction Schedule with Contractor's invoices indicating the Work that has been started, is in progress, and is upcoming for the Project. The submitted updates to the Construction Schedule shall highlight and note all changes from the previous update.

2.6.9. Hours of Work. The hours during which Contractor will perform a Project's Work at the Project Site(s) shall be in accordance with the approved Work Order and which hours of work may have no restrictions, be outside of business hours, and/or during specified hours only. Contractor shall not be entitled to any additional compensation for performing Work outside the hours stated in the Work Order. The Project Price includes all costs associated with any limits on the hours/days on which the Contractor may perform the Project's Work.

2.6.10. Liquidated Damages. If a Project is not completed within the Project Time and/or pursuant to the Construction Schedule including any specified milestones therein for the Project, Contractor understands, acknowledges, and agrees that the Judicial Council will suffer damages which are difficult and/or impossible to ascertain and determine. As further set forth in this Agreement, Contractor shall therefore pay to the Judicial Council, as fixed and liquidated damages for said incalculable damages, the sum of Liquidated Damages specified in the approved Work Order per Day for each and every Day of delay beyond the Project Time and/or the date of any item or milestone specified in the Construction Schedule.

2.6.11. Project Subcontractors; Certifications.

2.6.11.1. Contractor shall indicate in the Contractor Proposal and the Work Order shall specify the Subcontractors that Contractor will use in the performance of the Work of a Project.

2.6.11.2. Contractor shall execute and shall require every Subcontractor on the Project to execute the Prevailing Wage and Related Labor Requirements Certification. Contractor shall provide to the Judicial Council copies of all executed certifications prior to the Subcontractor's commencement of any Work on a Project.

2.6.11.3. Contractor shall execute and shall require every Subcontractor on the Project to execute the California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification. Contractor shall provide to the Judicial Council copies of all executed certifications prior to the Subcontractor's commencement of any Work on a Project.

## 2.7. **Invoicing and Payments.**

2.7.1. Invoicing Requirements. Contractor shall invoice the Judicial Council once monthly with a separate invoice or pay application for each Work Order satisfactory to the Judicial Council ("**Invoice**"). The Invoice shall summarize all payments due under that Work Order in the previous calendar month with reasonably sufficient detail. The Judicial Council may, in its discretion, require Contractor to submit Invoices on Judicial Council forms and/or to implement specific processes related to invoicing and payments for any Work Orders.

2.7.2. Submission. The Contractor shall submit all Invoices in accordance with the Work Order's specifications along with a copy to the Project Manager.

2.7.3. Phases/Milestones. For Work Orders provided on a Lump Sum Basis or otherwise according to a percentage of particular phases, Deliverables, Schedule of Values, or other schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of the Work and/or individual designated Deliverables, Contractor shall make an application for payment via an Invoice to the Judicial Council for the applicable Work on successful completion and acceptance of the particular phase, Deliverable, or other schedule of fixed milestone.

- 2.7.4. Invoice Transmittal. Contract shall complete and submit with respect to each applicable invoice a satisfactory Judicial Council Invoice Transmittal form or other similar document provided and required by the Judicial Council.
- 2.7.5. Invoice Details. Contractor's Invoices shall clearly specify the following, without limitation:
- 2.7.5.1. Contract number;
  - 2.7.5.2. Work Order Number;
  - 2.7.5.3. Date of submission;
  - 2.7.5.4. Unique Invoice number;
  - 2.7.5.5. Contractor's name and address;
  - 2.7.5.6. Contractor's taxpayer identification number (FEIN);
  - 2.7.5.7. Description of the Work being invoiced as specified in the Work Order;
  - 2.7.5.8. Itemized and total price breakdowns;
  - 2.7.5.9. Amount of DVBE dollars expended if and as applicable; and
  - 2.7.5.10. Preferred remittance address if different from the mailing address.
- 2.7.6. Progress Payments.
- 2.7.6.1. Contractor shall make applications for payment in arrears via monthly Invoices based upon the actual value for Materials delivered and Work performed under the Work Order, subject to any applicable Schedule of Values or other specific requirements for the Project, up to the last Day of the previous month. The Project Manager will review and approve the Invoice if satisfactory; if the Project Manager or Judicial Council determine corrections or further detail are needed, Contractor shall resubmit a revised Invoice as requested and in compliance herewith.
  - 2.7.6.2. The Judicial Council will endeavor to pay Invoices within forty-five (45) Days after the Project Manager's approval.
  - 2.7.6.3. The Judicial Council shall withhold payment of an amount equal to ten percent (10%) from all payments made for Invoices ("**Retention**"). Upon the Project's successful completion of all Work and successful provision of all applicable Deliverables under the Work Order, Contractor shall submit an Invoice to the Judicial Council for the total of all amounts of Retention withheld on the Project. The Judicial Council reserves the right, in its discretion, to reduce Retention to five percent (5%) of the Project Price after Contractor has successfully completed fifty percent (50%) of the Work of a Work Order.
  - 2.7.6.4. The Judicial Council may deduct and withhold from any payment under the Work Order or Contract all amounts necessary to protect the Judicial Council from, without limitation, all losses because of, arising from, or related to any of the following:
    - 2.7.6.4.1. Performance of any of Contractor's obligations under the Contract;
    - 2.7.6.4.2. Any Work that Contractor has failed to perform or has performed inadequately;
    - 2.7.6.4.3. Defective Work not satisfactorily remedied;
    - 2.7.6.4.4. Stop payment notices as required by California law (i.e., Civil Code section 9350 et seq.);

- 2.7.6.4.5. Reasonable doubt that the Project can be completed for the unpaid balance of the Project Price or within the Project Time;
- 2.7.6.4.6. Unsatisfactory prosecution of the Work for the Project;
- 2.7.6.4.7. Unauthorized deviations from the Contract;
- 2.7.6.4.8. Failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Judicial Council during the prosecution of the Work for the Project;
- 2.7.6.4.9. Erroneous or false estimates by the Contractor of the value of the Work performed;
- 2.7.6.4.10. Any sums representing expenses, losses, or damages incurred by the Judicial Council, in its determination, for which Contractor is or may be liable under the Contract;
- 2.7.6.4.11. Damage by Contractor or its Subcontractors to the Judicial Council, Court(s), or to any third parties; and
- 2.7.6.4.12. Any other sums which the Judicial Council is entitled to recover from Contractor under the terms of the Contract or pursuant to Applicable Law including section 1727 of the California Labor Code.

The failure by the Judicial Council to deduct any of these sums from a progress payment shall not constitute a waiver of the Judicial Council's right or remedy with respect to such sums.

- 2.7.6.5. Final Invoice. The following conditions must be fulfilled prior to the Judicial Council issuing the final payment for a Project or under this Contract to the Contractor:
  - 2.7.6.5.1. The Judicial Council must have accepted the Project and all Work as complete in accordance with the Contract Documents;
  - 2.7.6.5.2. Contractor must have provided a duly completed and executed waiver and release upon final payment from each Subcontractor and supplier compliant with Civil Code section 8138;
  - 2.7.6.5.3. Contractor must have delivered to the Judicial Council all applicable written guarantees and warranties, including those of its applicable Subcontractors;
  - 2.7.6.5.4. The Contractor must have delivered to the Judicial Council all applicable manuals and Data; and
  - 2.7.6.5.5. The Contractor must have satisfactorily completed Contractor's final clean-up of the Project Site.
- 2.7.6.6. Final Payment. Thirty-five (35) Days following the later of the Judicial Council's filing of a Notice of Completion for the Project, if any to be filed, or the Judicial Council's determination of all other items having been properly fulfilled as required herein, the Judicial Council will commence processing the final payment for the Project to Contractor and will provide said final payment to Contractor as expeditiously as possible. Contractor's Invoice for the final payment for the Project shall include all amounts of Retention withheld, and shall be less the following: (i) any amounts reasonably disputed by the Judicial Council; (ii) one hundred fifty percent (150%) of the Judicial Council's estimate of any amounts necessary to complete any pending or incomplete Punch List Items; (iii) any amounts attributable to stop notices which the Judicial Council is required to withhold pursuant to Civil Code section 9350 et seq. or other Applicable Law.

2.7.7. Taxes; Tax Allocations.

2.7.7.1. The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Judicial Council will pay for any applicable State or local sales or use taxes on the Deliverables provided or Work rendered pursuant to this Contract.

2.7.7.2. Allocation of tax credits or deductions of any kind including, but not limited to, Internal Revenue Code section 179D (Energy Efficient Commercial Buildings Deductions) by the Judicial Council to or on behalf of Contractor is in the sole and exclusive discretion of the Judicial Council.

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

2.7.9. Payment Does Not Imply Acceptance of Work. The granting of any payment by the Judicial Council, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory Work in connection with this Contract.

2.7.10. Release of Claims. The acceptance by the Contractor of its final payment due under this Contract shall be and shall operate as a release to the State and the Judicial Council of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract (including every act and neglect of the Judicial Council), with the exception of any claims that are expressly identified by the Contractor as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of all claims.

**3. Contract Term and Extensions.**

3.1. The Initial Term of this Contract shall commence on the Effective Date and terminate on the Expiration Date as specified in the Coversheet in accordance with the terms and conditions of this Contract.

3.2. Except as otherwise agreed in writing, the Parties agree that the Judicial Council may elect to extend this Contract up to the total Option Terms indicated in the Coversheet if authorized in writing and in accordance with the terms and conditions of this Contract.

3.3. The Judicial Council may, at its sole discretion, elect to exercise an Option Term, if available, to extend the Expiration Date of this Contract. In order to exercise an Option Term, the Judicial Council shall send written notice to Contractor at least thirty (30) Days prior to the end of the then-current term of this Contract.

3.4. In the event the Judicial Council elects to exercise an Option Term, the Parties will modify the Contract via bilateral execution of an Amendment.

3.5. 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.

3.6. Regardless of the Expiration Date of this Contract, the terms and conditions of this Contract shall, unless otherwise terminated as specified herein, continue to be binding upon any Work Order authorized under this Contract prior to the Expiration Date until the Work of said Work Order has been completed in full.

**4. Relationship of 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 Work required of it by the Contract Documents. Nothing herein 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 or Courts' employees or agents, and Contractor or any of Contractor's Subcontractors, agents, or employees. Contractor exclusively assumes the

responsibility for the acts of its employees as they relate to the Work 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.

5. **Standard of Professionalism.** Contractor shall conduct all Work consistent with highest professional standards for the industry and type of work being performed under the Contract.
6. **Performance of Work.**
  - 6.1. Contractor shall provide, and shall ensure that its employees, Subcontractors, and consultants provide, all Work specified in the Contract Documents to the Judicial Council's satisfaction and in compliance with the standards specified in the Contract Documents and in the authorized Work Order.
  - 6.2. Judicial Council shall be permitted to monitor the Contractor's activities to determine compliance with the terms of the Contract. Any monitoring of Contractor's activities shall not be construed as an acceptance of the Work and Contractor shall be solely responsible for the quality, completeness, and accuracy of the Work.
  - 6.3. If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the Judicial Council, may, 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 pursuant to this Contract.
7. **Compliance with Applicable Laws and Regulations.**
  - 7.1. Contractor shall comply with, and give all notices required under, all applicable laws, ordinances, rules, and regulations relating to the Work and Project including, but expressly not limited to the specific laws, ordinances, rules, and regulations indicated or specified in the Contract Documents or authorized Work Order and identified below (collectively and individually, the "**Applicable Law**"). If Contractor observes that any drawings or specifications are at variance or not in compliance with Applicable Law, or should Contractor become aware of the development of conditions not covered by the Contract Documents that will result in finished Work being at variance or not in compliance with Applicable Law, Contractor shall promptly notify Judicial Council in writing and any changes deemed necessary by Judicial Council shall be made in accordance with this Contract. Notwithstanding the foregoing or anything to the contrary, in no event whatsoever will Contractor be relieved from the obligation to comply with any Applicable Law.
    - 7.1.1. National Electrical Safety Code, U. S. Department of Commerce
    - 7.1.2. National Board of Fire Underwriters' Regulations
    - 7.1.3. Uniform Building Code, latest addition, if and as applicable
    - 7.1.4. California Building Code (California Code of Regulations, title 24)
    - 7.1.5. Industrial Accident Commission's Safety Orders, State of California
    - 7.1.6. Regulations of the State Fire Marshal (California Code of Regulations, title 19) and Pertinent Local Fire Safety Codes
    - 7.1.7. Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
    - 7.1.8. Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. § 651 et seq.) and the Occupational Safety and Health Standards (29 C.F.R., part 1910)
    - 7.1.9. California Occupational Safety and Health Act (Cal/OHSA) of 1973 (Labor Code § 6300 et seq.) and the California Occupational Safety and Health Regulations (Cal. Code Regs., tit. 8, § 330 et seq.)



- 7.2. Contractor shall comply and shall require its Subcontractors, if any, to comply with the California Air Resources Board (“CARB”) In-Use Off-Road Diesel-Fueled Fleets requirements (Cal. Code Regs, tit. 13, sections 2449, 2449.1 and 2449.2) as applicable.
- 7.3. Contractor shall comply with all applicable mitigation measures, if any, adopted by the Judicial Council or any public agency with respect to the Project pursuant to the California Environmental Quality Act (Public Resources Code sections 21000 et seq.)
- 7.4. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any Applicable Law, Contractor shall bear all costs arising therefrom.
- 7.5. Contractor shall be responsible for satisfying all requirements of and obtaining all approvals from all applicable authorities having jurisdiction over the Project and Work (“**Authority Having Jurisdiction**”), whether expressly indicated in a Work Order or not, including without limitation the State Fire Marshal and Division of the State Architect. Notwithstanding or limiting the foregoing, Contractor is hereby advised that the Judicial Council’s Quality Compliance Manager serves as the Building Official and Authority Having Jurisdiction under the California Building Code (Cal. Code Regs., tit. 24) for the plan review, permitting, and inspecting of all Work on Judicial Council property.
- 7.6. Public Contract Code references may create duties of Contractor under this Agreement; however, the references do not imply that the Judicial Council is subject to the Public Contract Code.

**8. Ownership.**

- 8.1. Any interest of Contractor or any of its Subcontractors in any Data, Materials, and/or Deliverables in any form, or other documents and/or recordings, prepared by Contractor or its Subcontractors in its performance of Work under this Contract shall become and be the property of the Judicial Council. Upon the Judicial Council’s written request, or hereby effective automatically upon the expiration or earlier termination of this Contract or any Work Order, Contractor shall assign and/or shall act to ensure that its Subcontractors assign any such interest to the Judicial Council and provide the Judicial Council with copies of all such Data, Materials, and/or Deliverables within thirty (30) Days.
- 8.2. Contractor agrees and shall ensure that its Subcontractors agree not to assert any rights at common law or in equity or establish any claim to statutory copyright in any Data, Materials, and/or Deliverables prepared by Contractor or its Subcontractors in its performance of Work under this Contract. Contractor shall not publish or reproduce, and shall ensure that its Subcontractors shall not publish or reproduce, such Data, Materials, and/or Deliverables, in whole or part, in any manner or form, or authorize others to do so, without the express written consent of the Judicial Council, in the Judicial Council’s sole discretion.

**9. Schedule of Values.** If required by an individual Work Order or otherwise requested by the Project Manager, Contractor shall submit to the Project Manager a schedule of values allocated to portions of the Work (“**Schedule of Values**”), the accuracy of which shall be substantiated to the reasonable satisfaction of the Project Manager. The Schedule of Values shall be subject to the review, modification (as deemed necessary by the Judicial Council), approval, and written acceptance of the Project Manager. The Schedule of Values shall be used as a basis for progress payments to be made to the Contractor. The Judicial Council shall not make payments to Contractor in advance and the Schedule of Values shall accordingly be based exclusively on payments in arrears. Contractor shall submit in writing a request to utilize contingency funding, if applicable, 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 Project Price.

**10. Permits and Licenses.** Contractor shall procure and keep in full force and effect, and shall ensure that its Subcontractors procure and keep in full force and effect, at all times during the Initial Term and all Subsequent Terms of this Contract, all permits, licenses, registrations, certifications, and approvals necessary to accomplish the Work contemplated in this Contract in accordance with all Applicable Law. 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.

**11. Contractor's Personnel.**

- 11.1. Contractor shall provide all personnel and Subcontractor personnel necessary to provide the Work authorized under this Contract.
- 11.2. 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 Work Orders.
- 11.3. Contractor's project manager shall be responsible for, but not limited to, the following:
  - 11.3.1. Serve as the primary contact with the Judicial Council, Project Manager, and Key Personnel;
  - 11.3.2. Manage the day-to-day activities of Contractor and its Subcontractors;
  - 11.3.3. Identify the appropriate resources needed for the Project;
  - 11.3.4. Plan and schedule the Work;
  - 11.3.5. Meet budget and schedule commitments;
  - 11.3.6. Provide progress reports as requested and in accordance with this Contract; and
  - 11.3.7. Act to ensure the overall quality of the Work performed.
- 11.4. The Judicial Council reserves the right to disapprove of the continuing assignment of any Key Personnel provided under this Contract whose performance is, becomes, or previously was unsatisfactory in the Judicial Council's sole determination. The Judicial Council shall notify Contractor in writing in the event it so disapproves of any Key Personnel's assignment on a Project and Contractor shall immediately replace said Key Personnel to the Judicial Council's reasonable satisfaction.
- 11.5. If any 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 in Work Orders.
- 11.6. Contractor shall ensure that the Key Personnel named in a Work Order are retained during the performance of the Work of that Work Order. However, Contractor may, with approval of the Project Manager, introduce substitute Key Personnel with specific skill sets/qualifications, or release Key Personnel whose skill sets/qualifications are no longer needed, subject to the Project Manager's advance, written approval thereof.
- 11.7. If any Key Personnel identified in an authorized Work Order terminate their employment during the Project's performance, Contractor will provide a substitute acceptable to the Project Manager.
- 11.8. 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 Work Order for cause, pursuant to the Termination and Suspension provisions herein.
- 11.9. Contractor shall at all times provide competent supervision of all personnel working at the Project Site and/or on the Project.
- 11.10. Contractor shall at all times enforce strict discipline and good order among all Contractor and Subcontractor employees. Contractor and its Subcontractors shall not permit any unfit person or anyone not properly trained and skilled to perform Work on a Project. Any person in the employ of the Contractor or a Subcontractor whom the Judicial Council may deem incompetent or unfit shall be dismissed from the Project Site and shall not again be employed at the Project Site without the Judicial Council's written consent.

**12. Subcontracting.**

- 12.1. Contractor shall not subcontract the Work to be provided under this Contract unless the Subcontractor is identified by Contractor in a Contractor Proposal and is acceptable to the Judicial Council as authorized by a 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.
- 12.2. At the Judicial Council's request, 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 of Contractor's agreements with its Subcontractors to the Judicial Council. The Judicial Council's review of any such subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Contract.
- 12.3. In the course of the Work, Contractor shall engage only Subcontractors and employees who possess, and will maintain in good standing during the performance of the Work, valid and applicable licenses, certifications, and/or registrations as required by Applicable Law and this Contract.
- 12.4. 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 manufacturer, of any tier or level, by reason of this Contract.
- 12.5. Contractor shall be ultimately responsible for all Work required by or performed under the Contract. All persons engaged in the Work of a Project are at all times 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.
- 12.6. Notwithstanding whether the Contract Documents are arranged according to various trades or general groupings, Contractor is not obligated to sublet work in any particular grouping or manner. Contractor shall be responsible for the coordination of the Subcontractors of any tier, trades, and any material or equipment suppliers working on a Project.
- 12.7. The Judicial Council shall 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 any Work as a Subcontractor that is a public works project.
- 12.8. Any contract on a public works project entered into between Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing Work on a Project, and any public money that may have been paid to a debarred Subcontractor by Contractor on a Project shall be returned to the awarding body.
- 12.9. Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who worked on a Project.
- 12.10. Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Parties acknowledge and agree that the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq. ("**Subcontractor Listing Law**") are hereby incorporated into this Agreement. The Judicial Council will fully enforce the provisions of the Subcontractor Listing Law with respect to all Subcontractors on each Project. Contractor shall adhere to the rules governing subcontracting and Subcontractor substitutions in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law by Contractor may subject the Contractor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.

**13. Labor Code Provisions.**

**13.1. Prevailing Wage.**

- 13.1.1. Contractor and all Subcontractors under this Contract 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 (“**DIR**”), 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 this Contract, as determined by Director of DIR, are on file at the Judicial Council’s principal office. Prevailing wage rates are also available on the internet at (<http://www.Dir.ca.gov>).
- 13.1.2. Contractor shall ensure that Contractor and all Subcontractors have each executed, and provided to the Judicial Council prior to commencing any Work on a Project, the Prevailing Wage and Related Labor Requirements Certification, upon proper submission of which shall hereby be deemed incorporated into **Exhibit H** attached hereto.
- 13.1.3. Projects are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all applicable requirements of Labor Code section 1771.4.

**13.2. Registration.**

- 13.2.1. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records (“**CPR**”) to the Labor Commissioner of California and complying with any applicable enforcement by 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.”*

- 13.2.2. Contractor shall ensure that Contractor and all Subcontractors (which shall include any “contractor” and “subcontractor” as defined in Labor Code section 1722.1 for purposes of these provisions) comply with Labor Code section 1725.5, including without limitation the registration requirements with DIR that are set forth in Labor Code section 1725.5. Contractor represents that all Subcontractors are registered pursuant to Labor Code section 1725.5. Contractor shall not permit any Subcontractor to perform Work without first verifying the Subcontractor is properly registered with 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, the Work is public work to which Labor Code section 1771 applies.

**13.3. Hours of Work.**

- 13.3.1. Notwithstanding the timing and duration of the Work under any Work Order which is subject to court activities and other coordination required for occupied facilities, as provided in Labor Code section 1810 et seq., 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 (1) week, except as hereinafter provided. Notwithstanding the foregoing

provisions, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) 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 (1.5) times the basic rate of pay.

- 13.3.2. 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 the Judicial Council and to the Division of Labor Standards Enforcement of DIR.
- 13.3.3. Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Judicial Council forfeit the statutory amount 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 Labor Code section 1810 et seq. or other Applicable Law.
- 13.3.4. 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.
- 13.3.5. Work will typically take place in an occupied court facility; therefore, work hours may be restricted depending upon the nature of the Project. The individual Work Order will include any restrictions on hours of work. If the Work Order does not include a restriction on hours of work, then the work must take place during business hours.

#### 13.4. **Payroll Records.**

- 13.4.1. Contractor and all Subcontractors shall comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and Subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every thirty (30) Days, and within thirty (30) Days of Project completion, the failure to timely provide the CPRs could result in penalties of up to \$5,000, or as otherwise determined by Labor Code section 1771.4, Applicable Law, and regulations.
- 13.4.2. In addition to submitting CPRs to the Labor Commissioner of California pursuant to Labor Code section 1771.4 or other Applicable Law, if requested by the Judicial Council, Contractor shall provide, and shall cause each Subcontractor performing any portion of the Work to provide, the Judicial Council with the CPRs 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.
- 13.4.3. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - 13.4.3.1. 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.
  - 13.4.3.2. CPRs shall be made available for inspection or furnished upon request to a representative of the Judicial Council, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or DIR.
  - 13.4.3.3. 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.

13.4.4. 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 (a) 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)*

- 13.4.5. 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.
- 13.4.6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the 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 this Contract or performing this Contract shall not be marked or obliterated.
- 13.4.7. Contractor shall inform the 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.
- 13.4.8. 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 the Judicial Council forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 13.4.9. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

**13.5. Apprentices.**

- 13.5.1. 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 section and with Labor Code section 1777.5 for all apprenticeable occupations.
- 13.5.2. 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.

- 13.5.3. 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.
- 13.5.4. Only apprentices, as defined in Labor Code section 3077, 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 the apprentice is training.
- 13.5.5. 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.
- 13.5.6. 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.
- 13.5.7. 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:
  - 13.5.7.1. Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
  - 13.5.7.2. Forfeit as a penalty to the 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.
- 13.5.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- 13.5.9. 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 California Code of Regulations, title 8, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.
- 13.5.10. Contractor shall ensure compliance with all certification requirements for all workers on a Project including, without limitation, the requirements for electrician certification in Labor Code section 108 et seq.

**14. Safety Plan/Procedures.**

- 14.1. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and shall take adequate safety precautions and shall provide adequate protection to prevent damage, injury, or loss to employees and other persons who may be affected thereby, the Work and materials to be incorporated therein, and property at the Project Site and adjoining property.
- 14.2. Contractor shall prior to the start of construction submit to the Judicial Council a written plan for Project Site safety that is compliant with all Applicable Law and Authorities Having Jurisdiction bearing on the safety and protection of persons and property from damage, injury, or loss.
- 14.3. Contractor shall comply with all Applicable Law and Authorities Having Jurisdiction bearing on the safety of persons or property, and their protection from damage, injury, or loss.

- 14.4. Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying the Judicial Council, other owners, and users of adjacent sites and utilities.
- 14.5. Contractor shall at all times conduct the construction of the Work to minimize inconvenience to the general public and to ensure the protection of persons and business adjacent to the Project Site so as to minimize interference with their daily lives and operations.
- 14.6. Contractor shall designate a superintendent, or other qualified employee of Contractor who is present at the Project Site, to at all times be the competent person responsible for the prevention of accidents and the monitoring of the safety of the Work.
- 14.7. Contractor shall remedy all damage and loss to property caused in whole or in part by the Contractor, a Subcontractor of any tier, anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible.
- 14.8. Contractor shall not permit any part of the Work or Project Site to be loaded so as to endanger safety.
- 14.9. When conditions of the Work, in the judgment of the Judicial Council, present unreasonable risk of injury or death to persons or property damage, the Judicial Council may direct the Contractor, at the Contractor's sole expense, to close down or cease the Work and not commence Work until all dangerous conditions are satisfactorily eliminated.
- 14.10. Notwithstanding or limiting the foregoing, Contractor shall provide copies of any Work- or Project-related safety plans to the Judicial Council upon request.

**15. Site Examination.**

- 15.1. Contractor agrees that it will examine, or request the opportunity to examine, the Project Site of each Project to its reasonable satisfaction and hereby certifies that Contractor shall accept all measurements, specifications, and conditions affecting the Project to be performed at the Project Site prior to Contractor's commencement of any Work.
- 15.2. Contractor warrants that it will make, or will request the opportunity to make, all Project Site examinations that it deems necessary as to the condition of the Project Site, the Project Site's accessibility for materials, workers and utilities, and Contractor's ability to protect the Project Site's existing surface and subsurface improvements.
- 15.3. Upon Contractor's commencement of any Work on a Project Site, Contractor shall be deemed to have so accepted the Project Site and to be satisfied with all of Contractor's examination of, or opportunity to have examined, the Project Site including, without limitation, all measurements, specifications, and conditions affecting the Project to be performed at the Project Site, the Project Site's accessibility for materials, workers and utilities, and Contractor's ability to protect the Project Site's existing surface and subsurface improvements.

**16. Materials and Work.**

- 16.1. Except as otherwise stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete all Work of a Project within the Project Time.
  - 16.1.1. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
  - 16.1.2. Materials shall be furnished in sufficient quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.



- 16.1.3. For all materials and equipment specified or indicated in a Work Order, Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated in a Work Order, nor mentioned in any drawings or specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Work Order. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's recommendations and specifications, the most current and applicable version of which Contractor shall be responsible for determining.
- 16.1.4. Contractor shall, after the Judicial Council's authorization of the Work Order and after relevant submittals have been approved, place orders for materials and equipment as specified so that delivery of same may be made without delays to the Project. Contractor shall, upon demand from Judicial Council, present documentary evidence showing that orders have been placed and made timely.
- 16.1.5. Judicial Council reserves the right in its discretion, but has no obligation, to place orders for materials and/or equipment required for the Work's proper and timely performance. All costs and expenses incurred by the Judicial Council in procuring said materials and/or equipment shall be paid for by Contractor upon demand or be withheld from Judicial Council's payments to Contractor.
- 16.1.6. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work of a Project to deliver the Project Site to Judicial Council, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials, services, or labor for any Work shall have any right to lien any portion of the Project Site or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise Judicial Council as to the owner thereof.
- 16.1.7. Nothing contained in this section, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of Judicial Council (e.g., stop payment notices). This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for Work when no formal contract is entered into for such material.
- 16.1.8. Title to materials and equipment for the Work, and attendant liability for its protection and safety, shall remain with Contractor until fully incorporated into the Work and accepted by Judicial Council. No part of any materials or equipment shall be removed from its place of storage except for immediate installation into the Work. Contractor shall keep and provide upon request an accurate inventory of all materials and equipment in a manner reasonably satisfactory to Judicial Council.

**17. Purchase and Storage of Materials.**

- 17.1. **Purchase.** At no additional cost to or advance payment from Judicial Council, Contractor is required to order and obtain all necessary materials and equipment sufficiently in advance of Contractor's performance of the Work requiring said materials and equipment to ensure the Project's timely completion without delay.
- 17.2. **On-Site Storage.** Contractor shall not store materials or equipment before, during, or after Contractor's performance of the Work at the Project Site property or within or around the building of the Project Site including its curtilage, grounds, and parking areas except as expressly consented to by the Judicial Council.

Contractor shall promptly relocate any materials or equipment allowed to be stored at the Project Site at any time subsequently so requested or required by either the Judicial Council or Court.

- 17.3. **Off-Site Storage Only Upon Judicial Council’s Written Consent.** Contractor shall not store materials or equipment off-site without first obtaining the Judicial Council’s express, written consent. If Contractor receives Judicial Council’s written consent to store materials or equipment off site (“**Stored Materials**”), Contractor shall comply with all of the following:
- 17.3.1. Property of Others Insurance. Contractor shall obtain 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 insurance coverage shall name the Judicial Council as a loss payee and shall include a “loss payable endorsement” stating that all amounts payable will be paid as a joint-check to the Contractor and Judicial Council. The required insurance may be obtained by an Employee Theft Protection Insurance Policy or an Employee Theft Protection Bond upon the Judicial Council’s prior written approval.
  - 17.3.2. 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:
    - 17.3.2.1. 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
    - 17.3.2.2. Verified invoices for the Stored Materials; and
    - 17.3.2.3. 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 and accepted 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.
18. **Substitutions.** No substitutions of materials, supplies, equipment, goods, or other requirements for the Project from those specified in an authorized Work Order or otherwise required by this Contract shall be made without the prior written approval of the Project Manager.
19. **Cleanup.** Contractor must remove debris from the Project Site on a weekly basis or as more frequently requested by the Judicial Council. The Project Site shall be kept in order at all times and shall be maintained in a reasonably clean condition when Work is not actually being performed.
20. **Access to Project.** The Judicial Council shall, at all times, have access to the Project while it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
21. **Occupancy.** Unless specifically stated in a Work Order, the Judicial Council may use and occupy any buildings or facilities that are part of the Project during the Project Time and the Judicial Council’s use or occupancy shall not constitute final acceptance or approval of any part of the Project, nor shall the Judicial Council’s use or occupancy extend the date specified for completion of the Project.
22. **Security Protocols and Tool Control Policy.** Contractor, all Subcontractors, and each of their personnel shall comply with all Judicial Council and Court security protocols required in accessing the Project Site and performing the Work, and Contractor shall be responsible for said personnel’s knowledge thereof and compliance therewith. The Judicial Council and Court’s required security protocols include, but are not limited to, the then-current Judicial Council Tool Control Policy, as may be updated and modified from time-to-time, a copy of the version of which in effect as of the Effective Date is attached as **Exhibit D**. Violation of the required security protocols or Judicial Council Tool Control Policy shall be considered a material breach of this Contract.

**23. Hazardous Substances or Materials.**

- 23.1. Contractor is prohibited from, and will prohibit its Subcontractors of every tier 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 (ACM) or product, polychlorinated bi-phenyls (PCB), lead contaminated material, or any substances that are regulated by any governmental entity (“**Hazardous Materials**”).
- 23.1.1. For purposes of this Agreement, the term Hazardous Materials means, without limitation: (i) any chemical, compound, or substance that is defined or listed in, or otherwise classified pursuant to, any Applicable Law as a hazardous substance, hazardous waste, hazardous material, radioactive waste, infectious waste, biohazardous waste, toxic substance, pollutant, or contaminant; (ii) petroleum, natural gas, liquefied natural gas, synthetic gas usable as fuel; (iii) hazardous substance, as defined in section 25281(h) of the California Health and Safety Code; (iv) waste as defined in section 13050(d) of the California Water Code; (v) asbestos containing materials (ACM); and/or (vi) 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 or the environment. Hazardous Materials do not include the foregoing to the extent that they are (x) contained in products that are commercially available in the United States; and (y) used in quantities or concentrations that do not violate Applicable Law.
- 23.2. Should the Contractor be required to utilize Hazardous Materials in the performance of the Work, Contractor shall notify the Judicial Council of its need to do so, and the Contractor shall comply with all Applicable Laws and lawful orders of public authorities, including the obtaining of any required permits and payment of mandatory fees and taxes, related to or regarding the storage, transportation, disposal, and/or use of explosives or other Hazardous Materials necessary for execution of Work.
- 23.3. Contractor must safely contain and store all Hazardous Materials. In the event of any spill or discharge of any Hazardous Materials, Contractor must immediately notify all required federal, state, county and local agencies including the fire department and must immediately take all necessary action to protect and prevent persons from exposure including providing treatment as necessary until the Hazardous Materials are identified and the proper action can be taken.
- 23.4. Contractor shall not store or use any Hazardous Materials near air intakes, doors, or windows serving persons on or off the Project Site without proper protection and safeguards to prevent exposure and injury.
- 23.5. If the Contractor encounters what would reasonably be believed to be Hazardous Materials, Contractor will immediately inform the Judicial Council and will stop performance of any Work in the affected area and follow all protocols required by the Judicial Council until the possible Hazardous Materials have been properly identified and, if required, removed or rendered harmless.
- 23.6. Contractor shall comply with the Judicial Council’s Asbestos Management Plan and Hazardous Materials Management Process, the version of which in effect as of the Effective Date is attached to this Contract as **Exhibit E** and which the Judicial Council may update and/or modified from time-to-time. As needed, applicable, or otherwise required by an authorized Work Order, Contractor will be responsible for engaging and utilizing a licensed abatement contractor to perform any needed abatement of Hazardous Materials in accordance with all Applicable Laws.
- 23.7. Contractor must exercise all required precautions and safeguards in the storage, transportation, disposal, and use of Hazardous Materials. Nothing herein relieves Contractor from the responsibility to comply with all Applicable Laws.

**24. Cutting, Patching, and Repairing.**

- 24.1. Prior to commencing any Work that would disturb any existing materials (i.e., cutting, removing, or any other similar activities) (collectively, without limitation, “**Cutting-Patching Work**”), Contractor shall complete a hazardous material survey on all such materials that may or will be so disturbed at any time in

Contractor's performance of the Cutting-Patching Work and shall review all corresponding test and survey results before proceeding further.

- 24.2. By carrying out any portion of Work that involves Cutting-Patching Work, Contractor will be deemed to have acknowledged all needed hazardous material surveys, acceptance of the existing conditions, required abatement, and responsibility to restore the areas subject to the Cutting-Patching Work to match the original conditions accordingly.
- 24.3. Contractor is responsible for all Cutting-Patching Work including, but not limited to, cutting, fitting, or patching that is required to complete the Work of an authorized Work Order except as otherwise specifically indicated therein and/or to make its parts fit together.
- 24.4. Contractor's performance of Cutting-Patching Work must not damage or endanger any portion of the Work, Project Site, or other work being performed by the Judicial Council or its other contractors.
- 24.5. Cutting-Patching Work must be executed using methods that will reasonably avoid damage to surrounding areas and provides proper surface conditions to receive the Cutting-Patching Work including, but not limited to, patching, repairing, and finishing work.
- 24.6. Contractor shall refinish surfaces to match adjacent finishes; for continuous surfaces, Contractor shall refinish surfaces to nearest intersection; and, for an assembly, Contractor shall refinish the entire unit.
- 24.7. Contractor is responsible for providing supports, devices, and/or methods to assure structural integrity of the surroundings and to protect all surroundings from damage.
- 24.8. Contractor shall not cut or otherwise alter the work of the Judicial Council or any separate contractor except with the Judicial Council's express, written consent. Contractor shall not unreasonably withhold Contractor's consent to the Judicial Council or other separate contractor from cutting or otherwise altering the Work as may be required for the circumstances.

**25. Trench Shoring and Utilities.**

- 25.1. If a Work Order is in excess of \$25,000 and includes the excavation of any trench deeper than five (5) feet, pursuant to Labor Code section 6705, Contractor must submit and obtain Judicial Council acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 25.2. Pursuant to Government Code section 4215, the Judicial Council assumes the responsibility for removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project Site at the time of commencement of the Work with respect to any such utility facilities that are not identified in the Work Order's plans and specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Work caused by failure of the Judicial Council or the owner of a utility to provide for the removal or relocation of such utility facilities.
- 25.3. Locations of existing utilities provided by the Judicial Council shall not be considered exact, but approximate within reasonable margin, and shall not relieve Contractor of responsibilities to exercise reasonable care or of costs of repair due to Contractor's failure to do so. The Judicial Council shall compensate Contractor in accordance herewith for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Work Order's plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work.
- 25.4. No provision in this section shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing herein shall be deemed to require the Judicial Council to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunk utility lines, whenever the presence of these utilities on the Project Site can be inferred from

the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Project Site.

- 25.5. If Contractor, while performing the Work, discovers utility facilities not identified by the Judicial Council in the Work Order’s plans and specifications, Contractor shall immediately, but in no case longer than two (2) business days, notify the Judicial Council and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the Judicial Council shall be borne by the Contractor.

**26. Building Information Model for Design Materials.**

- 26.1. The term “Design Materials” means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, specifications, sketches, illustrations, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Contractor to Judicial Council under an authorized Work Order or developed or prepared by or for Contractor specifically to discharge its duties under this Agreement.
- 26.2. For each authorized Project requiring Design Materials on a Work Order-by-Work Order basis, the Building Information Model (“BIM”) for the Project will be provided by the Judicial Council and developed by the Contractor to the level of development (“LOD”) in accordance with one of the following methods in the Judicial Council’s discretion:
- 26.2.1. If the Judicial Council provides Contractor with a BIM 500 level model for the Project, Contractor shall incorporate any new work into a Federated BIM LOD 500.
- 26.2.2. If the Judicial Council provides Contractor with a BIM 300 level model for the Project, Contractor shall incorporate any new work into a Federated BIM LOD 500.
- 26.2.3. If no BIM exists for the Project, Contractor shall develop a Federated BIM LOD 300.
- 26.3. For each Project’s applicable BIM, Contractor shall:
- 26.3.1. Update the Federated BIM progressively throughout the duration of the Project to incorporate all work performed by Contractor and their Subcontractors;
- 26.3.2. Submit the Federated BIM to the Judicial Council for review and approval upon fixed, mutually agreed milestones to be established in the Contractor Proposal; and
- 26.3.3. Deliver the Federated BIM to the Judicial Council for its exclusive use as part of the Data produced by Contractor on the Project after completion of the Project.

**27. Documents on Work.**

- 27.1. **Contract Documents; Applicable Laws.** Contractor shall at all times keep on the Project Site, or at another location as the Judicial Council may authorize in writing, one legible copy of all Contract Documents, including Change Orders, and titles 19 (State Fire Marshal regulations) and 24 (California Building Code) of the California Code of Regulations, any specified edition(s) of the Uniform Building Code if applicable (electronic versions are acceptable), all approved drawings, plans, schedules, and specifications, all safety plans, all permits and certificates issued by Authorities Having Jurisdiction for the Project, and all codes and documents referred to in the Work Order. These documents shall be kept in good order and available to Judicial Council its employees, contractors, consultants, agents, and representatives, and all Authorities Having Jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to the Work. (See particularly the duties of Contractor, title 24, part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17.

27.2. **Daily Job Reports.**

27.2.1. Contractor shall maintain at least one (1) set of daily job reports on the Project, in PDF format is acceptable, prepared by a Contractor employee present at the Project Site, that at a minimum includes the following information (“**Daily Job Reports**”):

27.2.1.1. A brief description of all Work performed on that Day.

27.2.1.2. A summary of all other pertinent events and/or occurrences on that Day.

27.2.1.3. The weather conditions on that Day.

27.2.1.4. A list of all Subcontractor(s) working on that Day.

27.2.1.5. A list of all employees, consultants and Subcontractors working on that Day.

27.2.1.6. A list of each Contractor employee working on that Day and the total hours worked for each employee.

27.2.1.7. A complete list of all equipment on Project Site that Day, whether in use or not.

27.2.1.8. A complete list of all materials, supplies, and equipment delivered on that Day.

27.2.1.9. A complete list of all inspections and tests performed on that Day.

27.2.1.10. At least five (5) pictures reasonably depicting the Work’s daily progress.

27.2.2. Each Day Contractor shall provide a copy of the previous Day’s Daily Job Report to the Judicial Council or the Judicial Council’s Project Manager.

27.2.3. If no Work is performed on a particular Day, the Contractor shall instead provide to the Judicial Council a certification to that effect within seven (7) Days of request indicating on which Days no Work was performed.

27.3. **Preservation of Records.** Judicial Council shall have the right to examine and audit all Daily Job Reports and other Project records of Contractor’s project manager(s), project superintendent(s), and/or project foreperson(s); all Certified Payroll Records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid/proposal documents, bid/proposal cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding/proposing, negotiating, pricing, or performing the Work, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the Judicial Council. These documents may be duplicative and/or be in addition to any bid/proposal documents held in escrow by the Judicial Council. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until no less than three (3) years following the expiration or earlier termination of this Contract or as may otherwise be required by the Judicial Council or Applicable Law, whichever is later. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

28. **Correction of Errors.** Contractor shall perform, at its own cost and expense and without reimbursement from the Judicial Council, all Work necessary to correct errors or omissions that result from, or relate to, Contractor’s negligence, misconduct, mistakes, non-conformance with requirements, or failure to comply with the standard of care required for the Work for the Project.

**29. Change in Scope of Work.**

**29.1. Change Orders.**

- 29.1.1. Any change in the scope of a Project's Work, method of performance, type of materials, or any other matter materially affecting the performance or nature of the Project shall not be paid for or accepted unless such change, addition, or deletion to the Work Order is approved in advance and in writing by a valid Change Order executed by the Judicial Council.
- 29.1.2. Contractor specifically understands, acknowledges, and agrees that the Judicial Council shall have the right to request any alterations, deviations, reductions, or additions to an authorized Work Order the Judicial Council deems appropriate, and the cost thereof shall be added to or deducted from the amount of the Project Price by fair and reasonable valuations via a Change Order. Contractor shall provide the Judicial Council with all information requested to substantiate any cost of the Change Order and to inform the Judicial Council whether the Work will be done by the Contractor or a Subcontractor.
- 29.1.3. In addition to any other information required or requested, prior to approval of the Change Order, Contractor shall submit any request, if at all, for an extension to the Project Time because of the Change Order as well as all information necessary to substantiate Contractor's belief that the Change Order will delay the completion of the Project. If Contractor fails to timely and properly submit a request for a time extension along with all necessary supporting information therefor, Contractor shall be deemed to have waived its right to request or receive any such extension to the Project Time due to the Change Order.

**29.2. Allowable Costs for Change Orders.** All proposed cost requests by Contractor for a Change Order shall include a complete itemized breakdown with the following details, which are the only costs that will be allowed for these items.

- 29.2.1. **Direct Labor Costs.** Compensation for Contractor's and/or Subcontractors' labor shall include only the necessary payroll cost for labor, including first level supervision, directly engaged in the performance of the Work of the Change Order ("**Direct Labor Costs**").
  - 29.2.1.1. Direct Labor Costs shall not exceed the current prevailing wages in the locality for performance of the Work required by the changes; and the labor burden or labor charges, which shall only include documented FICA, Medicare, unemployment, and Workers' Compensation charges and no other charges.
  - 29.2.1.2. Use of a classification which would increase labor costs will not be permitted. Exceptions will be permitted only when the Contractor establishes, to the satisfaction of the Judicial Council, the necessity for payment at higher rates or classifications.
- 29.2.2. **Direct Materials Costs.** Compensation for materials and equipment shall include only the costs necessary for materials and equipment directly required for performance of the Work required by the changes ("**Direct Materials Costs**").
- 29.2.3. **Direct Equipment Costs.** Compensation for construction equipment shall include only the costs necessary for use of construction equipment directly required for performance of the Work required by the changes ("**Direct Equipment Costs**"; collectively with Direct Materials Costs, "**Direct Materials & Equipment Costs**").
- 29.2.4. **Contractor Mark-Up for Contractor-Performed Work.** Mark-up for all Contractor-performed Work required by the changes, which shall include all overhead and profit, shall not exceed ten percent (10%) of Contractor's Direct Labor Costs and Direct Materials & Equipment Costs.
- 29.2.5. **Contractor Mark-Up for Subcontractor-Performed Work.** Mark-up for all Subcontractor-performed Work required by the changes, which shall include all overhead and profit, shall not exceed ten percent (10%) of the Subcontractor's Direct Labor Costs and the Subcontractor's Direct Materials & Equipment Costs.

- 29.2.6. **Limitation on Subcontractors Mark-Up:** The aggregate mark-ups of all tiers of Subcontractors for the Work required by the changes shall not exceed fifteen (15%) of the total of all Subcontractors' Direct Labor Costs and all Subcontractors' Direct Materials & Equipment Costs.
- 29.2.7. **Deleted Work.** When the Judicial Council is entitled to a credit for Work that is deleted from or not performed on the Project, the credit shall include all amounts related to the Direct Labor Costs, Subcontractor insurance and bond costs (or Contractor-provided default insurance protection costs if provided in lieu of Subcontractor bonds), Direct Materials & Equipment Costs, and supervision plus the Contractor and Subcontractor's overhead for the Work that is deleted from or not performed on the Project. Credit owed to the Judicial Council from deleted Work for Contractor fees shall be computed as five percent (5%) of the sum for amounts related to the Direct Labor Costs, Direct Materials & Equipment Costs, and supervision for the deleted Work.

### 30. Acts and Events of Force Majeure.

- 30.1. **"Force Majeure"** is a delay which impacts or otherwise delays the timely performance of Work for which neither Contractor, its Subcontractor(s), nor the Judicial Council are liable because such delay or failure to perform was unforeseeable and beyond the control of the affected Party(ies). Force Majeure does not include failures or delays caused by Contractor and/or its Subcontractors. Acts and events of Force Majeure include the following:
- 30.1.1. Acts of God which include only floods, fire due to lightning, earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves;
  - 30.1.2. Acts of a public enemy;
  - 30.1.3. Acts or omissions of any government entity;
  - 30.1.4. Fire or other casualty for which a Party is not responsible;
  - 30.1.5. Quarantine or epidemic, except that any present or future outbreak of COVID-19, or any similar or derivative strain thereof, shall be considered reasonably foreseeable and shall not be considered Force Majeure;
  - 30.1.6. Strike or defensive lockout; and
  - 30.1.7. Adverse weather that is all of the following: (i) unusually severe precipitation, sleet, snow, hail, heat, or cold, wind or fog conditions in excess of the norm for the location and time of year it occurred as determined by a source mutually agreed to by the Judicial Council and the Contractor or, if none can be mutually agreed upon, as indicated at <http://countrystudies.us/united-states/weather/California>; (ii) unanticipated; and (iii) occurring at the site of the Project.
- 30.2. Contractor shall not be liable for Contractor's delay in or failure to perform the Work of a Project during the time and only to the extent that Contractor is prevented from obtaining delivery of goods or materials or from performing the Work for the Project because of a Force Majeure event; provided, however, that Contractor must be able to provide sufficient evidence to the Judicial Council's reasonable satisfaction of a Force Majeure event being the direct cause of the Contractor's failure or delay and that no portion of said failure or delay is instead due to the fault or neglect of the Contractor.

### 31. Acceptance and Completion.

- 31.1. **Final Inspection.** When Contractor considers the Work complete, Contractor shall make a written request for a final inspection by the Judicial Council. The Judicial Council will promptly conduct a final inspection following receipt of Contractor's written request. If, after the inspection, the Judicial Council determines that the Work is complete, the Judicial Council will recommend that the Work be accepted.
- 31.2. **Punch List.** If the Judicial Council does not accept the Work, the Contractor will be notified in writing of deficiencies and any incomplete Work, and a punch list of such items shall be prepared ("**Punch List**").



After completing all possible Punch List items, Contractor shall again initiate the procedures for final inspection as set forth above for any completed Punch List items and the Work shall be considered complete when the Punch List items have been completed to the satisfaction of the Judicial Council.

31.3. **Final Completion of Project.** Final Completion of a Project shall be when, without limitation:

31.3.1. All of the Project's Work, including all Change Order Work, is complete.

31.3.2. Punch List items are corrected to the Judicial Council's satisfaction.

31.3.3. All required final inspections are complete and approved by the applicable inspector.

31.3.4. Each Authority Having Jurisdiction for the Project's Work issued all required approvals and finalized and closed all applicable permits.

31.3.5. All closeout documentation and items required by the Work Order are received including, but not limited to:

31.3.5.1. As-built documents;

31.3.5.2. Operation and maintenance manuals;

31.3.5.3. Training videos and documentation;

31.3.5.4. Warranties; and

31.3.5.5. Attic stock

31.3.6. All commissioning, if any, is completed and accepted.

31.4. **Acceptance of the Work.** The Judicial Council will notify the Contractor when the Judicial Council reasonably determines that a Project has reached Final Completion and accepts the Work. Following notification of a Project's Final Completion, the Contractor may then submit a final invoice for the Project as provided in this Agreement. Determination by the Judicial Council that the Work is completed or accepted will not bar any Claim against the Contractor or any other remedy available to the Judicial Council as permitted herein and by law.

31.5. **Notice of Completion.** The Judicial Council may execute and authorize the recording of a Notice of Completion in the County in which the Project is constructed.

32. **Liquidated Damages.**

32.1. Time is of the essence for all Work that Contractor must perform to complete a Project. The Parties hereby acknowledge and agree 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, Contractor shall forfeit and pay to Judicial Council the sum(s) identified in a Work Order as liquidated damages ("**Liquidated Damages**") for each and every Day of delay beyond the Project Time agreed upon in a Work Order.

32.2. It is hereby understood and agreed that neither the total cumulative Liquidated Damages amount nor any portion of the Liquidated Damage amount are penalties.

32.3. 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 Work Order. Contractor and any 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.

32.4. The time during which the Work is delayed for cause as specified herein 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 any other provision of this Contract or Applicable Law.

### 33. Work Warranties.

33.1. Contractor warrants and represents that Contractor, all Subcontractors of every tier, and each of their employees assigned to perform Work under this Contract have and will maintain the appropriate credentials required in the specified areas of competence required by the Contract Documents and/or an authorized Work Order for the execution of the Work.

33.2. Contractor warrants and represents that Contractor, all Subcontractors of every tier, and each of their employees assigned to perform Work under this Contract have and will maintain 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.

33.3. Contractor warrants that the Work provided hereunder will conform to the standards established by this Contract and all authorized Work Orders.

33.4. All warranties including, without limitation, any special warranties otherwise specified shall inure to the Judicial Council, its successors, assigns, customer agencies, and any other recipients of the Work provided hereunder.

33.5. Contractor warrants that the Work will be performed on time and according to the applicable schedule or within the dates specified in a Work Order.

33.6. Contractor warrants that the Work for any Project to be performed hereunder will conform to the requirements of this Contract and the Work Order authorized for the Project. Said warranty for each Project shall begin upon the date of the Judicial Council's final payment for the Work provided under the Work Order and shall extend for a period of **no less than one (1) year** ("Warranty Period"). Notwithstanding the foregoing, the Judicial Council may require a longer Warranty Period for a particular Project which will be provided for in that Project's Work Order. If, at any time prior to the expiration of a Project's Warranty Period, the Judicial Council identifies defect(s) in the Work provided for the Project, Contractor shall either re-perform the Work or otherwise remedy the defect to the satisfaction of the Judicial Council. Unless otherwise agreed to in writing by the Project Manager, Contractor shall cure all defects within **ten (10) business days** following receipt of written notice of the identification or existence of a defect. In no event shall the Judicial Council be responsible for any costs incurred by Contractor to remedy any deficiencies in the Work.

34. **No Liens.** Contractor agrees that Contractor, and any person, firm, or corporation furnishing any materials or labor for any Work covered by the Contract, has no rights to lien any portion of any Project Site or any improvement or appurtenance thereon. Contractor specifically acknowledges, in accordance with Civil Code section 8160, that all Projects and Project Sites are not subject to mechanics liens. In the event that any liens are recorded by Contractor or any person, firm, or corporation furnishing any materials or labor for any Work covered by the Contract, Contractor agrees to immediately take whatever action is necessary to remove the lien against the Project and the Project Site. Any costs or expenses incurred by the Judicial Council with respect to any such liens shall be the responsibility of Contractor.

### 35. Indemnification.

35.1. Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless (collectively, "**Indemnify**") the State, the Judicial Council, the State's Courts, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers, and employees, in both individual and official capacities ("**State Indemnitees**"), against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, suppliers, or any of their officers, agents, contractors, representatives, volunteers, and employees including, but not limited to, any

such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the State Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This Contract and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms and, without limitation, any stop payment notice actions or liens, including assessments by the California Department of Labor Standards Enforcement.

- 35.2. Contractor shall give prompt written notice to the Judicial Council in the event of any injury (including death), loss, or damage included herein.
- 35.3. Without in any way limiting the provisions herein, if Contractor's agreement to Indemnify the State Indemnitees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the State Indemnitees to any extent be or be determined to be void or unenforceable, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor's agreement to Indemnify the rest of the State Indemnitees, as provided herein. In the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, and in part by any of the State Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- 35.4. In any and all claims against any of the State Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 35.5. Contractor's obligation to Indemnify the State Indemnitees hereunder shall survive the completion of the Work and Project, including the Warranty Period, and/or the termination of the Contract.

**36. Insurance.**

**36.1. General Requirements**

- 36.1.1. By requiring the minimum insurance set forth in this Agreement, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- 36.1.2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Judicial Council in compliance with the insurance requirements set forth in this Agreement. The Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the Judicial Council that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.
- 36.1.3. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the Judicial Council, in its sole discretion,

and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.

- 36.1.4. For all insurance policies required under this Agreement, no deductible shall exceed five percent (5%) of the minimum limit of insurance required under this Agreement unless authorized in writing by the Judicial Council. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.
- 36.1.5. Self-Insured retentions (“SIR”) must be declared to and approved in writing by the Judicial Council. The Judicial Council may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIR shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnitees (defined above). Judicial Council may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.
- 36.1.6. Contractor is responsible for and may not recover from the State, Judicial Council, or the Courts any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
- 36.1.7. Contractor, prior to commencement of any Work, shall provide Judicial Council with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Judicial Council, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State; Judicial Council; Courts; State Public Works Board; and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the Judicial Council.
- 36.1.8. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State, Judicial Council, or the Courts. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- 36.1.9. Failure to provide the documentation as required prior to the commencement of any Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- 36.1.10. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California  
Manager, Contracts, Branch Accounting and Procurement  
Attn: Certificate of Insurance, Contract Number @MA-XX-IDIQ-YYYY-##  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102
- 36.1.11. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Initial Term or any Subsequent Terms of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s) to the Judicial Council; if Contractor fails to do so, Contractor will be in breach of this Agreement and the Judicial Council may direct the Contractor to stop Work at Contractor’s expense or may take other

remedial action in the Judicial Council's discretion. Contractor must provide renewal insurance certificates and signed policy endorsements to Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

- 36.1.12. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, Judicial Council may, in addition to and without limiting any other remedies available to it: (i) order the Contractor to stop Work at Contractor's expense, or (ii) terminate this Agreement upon the occurrence of such event in accordance with this Agreement.
- 36.1.13. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State, Judicial Council, Courts, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- 36.1.14. Contractor shall provide the Judicial Council with written notice within **TEN (10) DAYS** of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the Project Manager.
- 36.1.15. Judicial Council reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **TEN (10) business Days** following the request by Judicial Council.
- 36.1.16. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State, Judicial Council, and Court(s) in which the Project is located.

## 36.2. **Individual Policy Requirements**

### 36.2.1. **Commercial General Liability**

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall include coverage for property damage resulting from explosion, collapse, or underground hazard. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of this Agreement, whichever occurs first.

### 36.2.2. **Commercial Automobile Liability**

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

### 36.2.3. **Workers' Compensation & Employers' Liability Insurance**

If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the

Judicial Council certifying, under penalty of perjury, that it does not have employees. Upon the Judicial Council's receipt of an acceptable letter, Contractor shall not be required to maintain workers' compensation insurance.

**36.2.4. Professional Liability Insurance (for Design Purposes)**

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

**36.2.5. Contractor's Pollution Liability**

Contractor's Pollution Liability Insurance shall have limits not less than \$@ per occurrence or claim and \$@ policy aggregate. This policy shall include coverage for bodily injury, property damage, and environmental damage resulting from pollution and all related cleanup costs incurred arising out of or in connection with the Work to be performed under this Agreement. Coverage shall be provided for work performed on the Project Site as well as during the transport of hazardous materials.

**36.2.6. Builders Risk**

Builders Risk Coverage Policy shall be written on an all-risk basis and that covers the Work to be performed under this Agreement 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. Since a Project Site may be located in a high-risk zone, the Builders Risk Coverage Policy shall include coverage for perils of flood and earthquakes.

**36.2.7. Contractor's Equipment Insurance**

Contractor shall maintain equipment insurance covering its business property, equipment, and tools used in the performance of the Work at the Project Site that are not intended to become a permanent part of the Work. The Judicial Council shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools, or personal effects, owned or rented to or in the care, custody, and control of Contractor or Subcontractors of any tier.

**36.2.8. Commercial Crime Insurance**

This policy is required if Contractor handles or has regular access to the Judicial Council's funds or property of significant value to the Judicial Council. This policy must cover dishonest acts including loss due to disappearance or destruction of money, securities, and property; forgery and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$@ per occurrence or claim.

**36.2.9. Unmanned Aircraft Liability Insurance**

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

36.2.10. **Umbrella Policies**

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

36.3. **Project-Specific Insurance Requirements.** In addition to these general insurance requirements for this Contract, Contractor shall also satisfy the insurance requirements of each Work Order. The Judicial Council may increase, modify, or otherwise alter the insurance requirements, coverages, and/or types for an individual Work Order on a Project-by-Project basis. Contractor shall comply with all Project-specific insurance required and provide certificates of insurance in compliance therewith prior to commencing the Project's Work.

37. **Contract Security – Bonds.**

37.1. **Bonding Certification.** By the Effective Date of this Contract, Contractor shall provide the Judicial Council with a letter from a California admitted surety insurer (“**Surety**”) on the Surety's letterhead certifying the Contractor's bonding capacity to the Judicial Council's reasonable satisfaction. The letter must be signed by an authorized representative of the Surety and notarized.

37.2. **Bond Requirements.** Contractor shall furnish with each Project's final Contractor Proposal the following surety bonds issued by a Surety to the Judicial Council's satisfaction:

37.2.1. **Performance Bond:** A bond in an amount equal to at least one hundred percent (100%) of the Project Price as security for faithful performance of the Project's Work Order.

37.2.2. **Payment Bond:** A bond in an amount equal to at least one hundred percent (100%) of the Project Price as security for payment of persons performing Work and/or furnishing Materials in connection with the Project's Work Order.

38. **No Commencement without Insurance and Bonds.** The Contractor shall not commence Work on any Project prior to (i) providing to the Judicial Council evidence of the required insurance and bonds, or (ii) the effective date of the required insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without the required insurance and bonds, it shall be considered a material breach of this Contract; and all Work performed by Contractor without the required insurance and bonds will be at Contractor's peril and shall not be compensable until and unless the Judicial Council is satisfied that Contractor has secured the bonds and insurance pursuant to the terms of the Contract Documents.

39. **Waiver of Claims.** The State Indemnitees (defined above) shall not be liable for any injury, loss, or damage to Contractor, Subcontractors of any tier, or their officers, employees, or agents, including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Project Sites, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Indemnitees. Contractor and Subcontractors of any tier hereby waive all claims and their respective insurers waive all rights of subrogation against the State Indemnitees for any injury, loss, or damage to Contractor, Subcontractors, or their officers, employees, or agents, including, without limitation, damage to the property of Contractor, Subcontractors or their officers, employees, and agents, in or about the Project Sites, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the gross negligence or intentional misconduct of the State Indemnitees. State Indemnitees shall not be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the Materials or other items used or employed in performing the Work.

40. **Judicial Council's Obligations Subject to Availability of Funds.**

40.1. The Judicial Council's obligations under this Contract and any authorized Work Order are subject to the availability of authorized funds, and no payment to Contractor may exceed the amount authorized for this Contract. The Judicial Council may terminate the Contract or any part of the Work, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced, or limited in any way prior to this Contract's then-current Expiration Date, the Judicial Council may terminate this Contract in whole or in part, upon written notice to Contractor,

which right shall be in addition to any other right of the Judicial Council to terminate this Contract or any Work Order for convenience or cause as set forth herein.

40.2. If the Contract or any Work Order is terminated for non-appropriation of funds:

40.2.1. The Judicial Council will be liable only for payment in accordance with the terms of this Contract for Work provided prior to the effective date of the termination; and

40.2.2. Contractor shall be released from any obligation to further provide any Work pursuant to the Contract subject to or affected by said termination.

40.3. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the State of sufficient funds to support the activities described in this Contract. Should such funds not be appropriated, the Judicial Council may give written notice to Contractor of this Contract's termination as of the close of the then-current appropriation year. The appropriation year ends on June 30 of each year.

**41. Failure to Adopt State Budget.** An event of default shall not occur if the Judicial Council is unable to make any payment due hereunder because of the State's failure to timely approve and adopt a State budget appropriating funds for said payment. If the Judicial Council fails to make any payment as a result of the State's failure to timely approve and adopt a State budget appropriating funds for said payment, the Judicial Council shall promptly pay any previously due and unpaid amounts owed upon approval and adoption of said State budget.

**42. Termination and Suspension.**

42.1. **Judicial Council's Right to Terminate for Cause.** The Judicial Council, in its sole discretion, may terminate the Contract and/or any Work Order upon any of the following, without limitation:

42.1.1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof.

42.1.2. Contractor fails to complete a Project within the time specified or any extension thereof.

42.1.3. Contractor fails or refuses to perform Work, or provide material of sufficient quality, in accordance with the Contract Documents.

42.1.4. Contractor files a petition for relief as a debtor, or a petition for relief as a debtor is filed against the Contractor without its consent, and said petition is not dismissed within sixty (60) Days.

42.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency.

42.1.6. Contractor refuses or fails, except in cases for which extension of time is provided, to supply properly skilled workers or proper materials to sufficiently complete the Work in the time specified and in accordance with the Contract Documents.

42.1.7. Contractor fails to make timely payment to Subcontractors, for material, or for labor.

42.1.8. Contractor disregards or fails to fully comply with any Applicable Law or instructions of the Judicial Council.

42.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other employees of Contractor, Judicial Council, or any other labor employed or to be employed on the Work or at the Project Site.

42.1.10. Contractor or its Subcontractors of any tier are otherwise in breach, default, or in substantial violation of any provision of this Contract.



42.2. **Notification of Termination.**

42.2.1. Upon the occurrence at Judicial Council's sole determination of any of circumstance giving rise to the Judicial Council's right of termination, Judicial Council may, without prejudice to any other right or remedy, serve written notice upon Contractor, and its Surety, of the Judicial Council's termination of this Contract, the Contractor's right to perform Work, and/or any Work Order under this Contract, or any portion thereof. The Judicial Council reserves the right to terminate specific Work Orders, without impact to this Contract or other Work Orders under this Contract. A notice of termination will contain the reasons for termination. Unless, within three (3) Days after the service of the notice, any and all conditions and violations shall cease, or arrangement satisfactory to Judicial Council for the correction of the conditions and violations be made, this Contract and/or the Contractor's right to perform the Work shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

42.2.2. Upon termination, Judicial Council may immediately serve written notice of tender upon Contractor's Surety whereby its Surety shall have the right to takeover and perform the Work or Project at issue only if the Surety:

42.2.2.1. Within three (3) Days after service upon it of the notice of tender, the Surety gives Judicial Council written notice of the Surety's intention to takeover and perform the Work or Project at issue; and

42.2.2.2. Commences performance of the Work or Project at issue within seven (7) Days from the date of serving of the Surety's notice to Judicial Council of its intention to so takeover.

42.2.3. If Surety fails to notify Judicial Council or begins performance as indicated herein, Judicial Council may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to Judicial Council for any excess cost or other damages the Judicial Council incurs thereby. Time is of the essence in the Contract. If the Judicial Council takes over the Work as herein provided, Judicial Council may, without liability for so doing, take possession of and utilize in completing the Work such materials, equipment, appliances, plans, supplies, and other property belonging to Contractor as may be on the Project Site of the Work, in bonded storage, or previously paid for.

42.3. **Conversion to Termination for Convenience.** In the event the Contract or a specific Work Order is terminated for cause in accordance herewith and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that the Contractor was not in default under the provisions hereof or that the Judicial Council's exercise of its rights under this section was defective, deficient, ineffective, invalid or improper for any reason, or the Parties otherwise mutually agree in writing, then the original termination for cause shall be deemed a termination for convenience by the Judicial Council pursuant to this Contract, upon which the rights and obligations of the Judicial Council and the Contractor shall be determined as if the original termination for cause was a termination for convenience.

42.4. **Effect of Termination.**

42.4.1. Upon termination, Contractor shall, only if ordered to do so by the Judicial Council, immediately remove from the Project Site all materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Judicial Council retains the right, but not the obligation, to keep and use any Materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Contractor and its Surety shall be liable upon the performance bond for all damages and costs incurred by the Judicial Council by reason of the Contractor's failure to complete the Contract.

42.4.2. In the event that the Judicial Council shall perform any portion of the Work, the Judicial Council shall not be liable nor account to the Contractor in any way for the time within which,

or the manner in which, said Work is performed by the Judicial Council or for any changes the Judicial Council may make in its performance of the Work or for the money expended by the Judicial Council in satisfying claims and/or suits and/or other obligations in connection with the Work.

- 42.4.3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.
- 42.4.4. If the expense to the Judicial Council required to finish any Work exceeds the unpaid Project Price, Contractor and its Surety shall pay the difference to the Judicial Council within twenty-one (21) Days of demand for payment.
- 42.5. **Termination of Contractor for Convenience.**
  - 42.5.1. Notwithstanding any other provision, Judicial Council in its sole discretion may terminate the Contract, any Project, any Work Order, or any portion thereof upon three (3) Days written notice to the Contractor. Under a termination for convenience, the Judicial Council retains the right to all the options available to the Judicial Council if there is a termination for cause. In case of a termination for convenience, Contractor shall have no claims against the Judicial Council except for:
    - 42.5.1.1. The actual cost for labor, materials, and services performed that is unpaid and can be satisfactorily documented through timesheets, invoices, receipts, or otherwise; and
    - 42.5.1.2. Five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractors' mobilization and/or demobilization costs and any anticipated lost profits resulting from a termination of for convenience for the Work Order.
- 42.6. **Suspension of Work.**
  - 42.6.1. Judicial Council may, without cause and in its discretion, order Contractor in writing to suspend, delay, or interrupt the Project in whole or in part for such period of time as Judicial Council may determine. When the Judicial Council resumes the Project, the Parties will meet and confer in good faith to attempt to negotiate an adjustment in the Project Price for increases or decreases in the cost of performance of the Project caused by any such suspension, delay, or interruption. If the Parties cannot agree on an adjusted Project Price, the Judicial Council may terminate the Contract as permitted herein.
  - 42.6.2. In the event the Judicial Council orders a suspension, delay, or interruption of the Work, an adjustment shall be made to the Project Price for increases in the direct cost of performance of the Work under the Contract Documents actually caused by said suspension, delay, or interruption ordered by the Judicial Council; provided, however, that no adjustment of the Project Price shall be made to the extent that: (i) performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Project Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs, or profit, all of which will shall remain as reflected in the applicable Work Order and any Schedule of Values submitted by the Contractor for the Project. In the event of the Judicial Council's suspension, delay, or interruption of the Work, the Project Time shall be equitably adjusted.

42.7. **Scope Reduction.** In cases of suspension, partial or complete termination, or at the discretion of the Judicial Council, the Judicial Council reserves the right to unilaterally approve a deductive Change Order to reduce the scope of any portions of the Work or to perform such Work with other or its own forces.

**43. Disputes and Claims.**

43.1. **Performance during Dispute and Claim Resolution Process.** Unless otherwise directed in writing by the Judicial Council, Contractor shall and must diligently proceed with performance of the Work at the same time that any Dispute or Claim is addressed as set forth herein. It is the intent of Judicial Council to resolve Disputes with Contractor as close as possible to the events giving rise to the Disputes, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed with the Work or in accordance with the Judicial Council's directions will be considered a material breach of this Contract.

43.2. **Waiver of Recourse.** Unless Contractor and Judicial Council mutually agree in writing to other time limits, if Contractor fails to timely submit any written notices or take any actions required by the provisions in this Disputes and Claims section, Contractor hereby waives and releases its rights regarding further review of or recourse for the Dispute or Claim, as applicable.

43.3. **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 bring or assert any Claim in a Government Claims Act claim or subsequent legal action until that Claim has gone through the process set forth in this Contract. The Parties stipulate that said process is the exclusive remedy for resolving Claims and Disputes under this Contract.

43.4. **Other Specific Provisions.** If portions of the Contract, other than this Disputes and Claims section, establish a specific process regarding a specific subject, then that specific process shall govern and control the resolutions of any disagreements. Otherwise, the provisions of this Disputes and Claims section shall control the resolution of all Disputes and Claims.

43.5. **Subcontractors.** Contractor is responsible for providing this Disputes and Claims section to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of the process required for resolving Disputes and Claims. No Claim submitted by any party that fails to follow the provisions of this Disputes and Claims section will be considered. Contractor shall Indemnify the Judicial Council and its consultants against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Disputes and Claims section to its Subcontractors or others who may assert Claims by and through Subcontractors and/or Contractor.

43.6. **Non-Applicability of Dispute and Claim Resolution Process.** The procedures and provisions in this Disputes and Claims section shall not apply to:

43.6.1. Judicial Council's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

43.6.2. Judicial Council's rights and obligations, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from Judicial Council contracts, the imposition of penalties or forfeitures prescribed by statute or regulation;

43.6.3. Personal injury, wrongful death, or property damage claims;

43.6.4. Latent defect or breach of warranty or guarantee to repair;

43.6.5. Stop payment notices; and

43.6.6. Any other Judicial Council rights as set forth herein.

43.7. **Disputes and Claims Process.**

- 43.7.1. A “Dispute” is a request, demand, or assertion by Contractor as defined in this Contract.
- 43.7.2. A “Claim” is a Dispute that remains unresolved as defined in this Contract.
- 43.7.3. Notwithstanding any provision herein, the Judicial Council is not granting to any Subcontractor of any tier any contractual, equitable, or other right that does not otherwise exist.
- 43.7.4. Informal Dispute Negotiations. The Project Manager and Contractor’s project manager shall meet and confer to make a good faith attempt to promptly resolve any Dispute by informal negotiations.
- 43.7.5. Dispute Demand. If the Dispute is not settled in a timely manner pursuant to informal negotiations between the Project Manager and Contractor’s project manager, either Party may issue a written statement making a demand regarding the Dispute (“**Demand**”). Contractor’s Demand shall state the Dispute with specificity in writing, be signed under penalty of perjury by Contractor, and be presented to the Judicial Council within thirty (30) Days of the incidents giving rise to the Dispute. Information which is not known or available to Contractor within the said time period shall be provided to the Judicial Council within a reasonable time of Contractor receiving or becoming aware of the information. Contractor’s Demand shall:
- 43.7.5.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Dispute;
- 43.7.5.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Project Cost, milestones, and/or Project Time adjustments;
- 43.7.5.3. State the specific Contract provisions on which the Demand is based;
- 43.7.5.4. State the exact amount of any Project Price and/or Project Time adjustment(s) sought;
- 43.7.5.5. Be accompanied by all pertinent supporting records;
- 43.7.5.6. Include a written statement signed by an authorized representative of Contractor indicating that the Demand is made in good faith, that the supporting information and documents are accurate and complete, and provide reasoning to support their contention that the requested adjustments, if any, are equitable.
- 43.7.6. Response to Demand. The Judicial Council shall, within ten (10) Days, provide a final written response to the Demand (“**Final Response**”) or request additional information deemed necessary to prepare the Final Response. The Final Response shall state whether the Judicial Council accepts or rejects the Demand. If the Judicial Council reasonably requires additional information to prepare the Final Response, Contractor shall promptly comply with the Judicial Council’s request for such information and the ten (10) Day period by which the Judicial Council must provide a Final Response shall commence upon the Judicial Council’s receipt of said additional information; provided, however, that, unless otherwise agreed to by the Parties in writing, if Contractor fails to properly provide said additional information required by the Judicial Council to provide a Final Response within sixty (60) Days of the request Contractor will be deemed to have waived and abandoned the Dispute and any recourse therefor. Regardless of any request(s) for additional information, the Judicial Council’s failure to provide a Final Response within the required timeframe shall be deemed a rejection of the Demand.
- 43.7.7. Senior Level Negotiations. If the Demand is rejected and Contractor provides written notice within ten (10) Days thereof that it will continue to pursue the Demand, or if no Final Response is timely issued and Contractor provides written notice within ten (10) Days of the expiration of the time period allowed for a Final Response to the Demand that it will continue to pursue the Demand, 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 Contractor provides written notice that it will continue to pursue the Demand.

43.7.8. **Mediation.** If the Demand is not resolved by negotiations of the Party's assigned representatives, the Parties shall submit the Claim to mediation prior to either Party initiating an action in court. Notwithstanding the foregoing, Contractor's failure to so schedule and proceed to mediation in good faith following forty-five (45) Days' written notice from the Judicial Council to do so will be deemed a waiver by Contractor of this requirement to submit the Claim to mediation and the Judicial Council may proceed to act in its discretion including initiating litigation or exercising any other right and remedy available at law.

43.7.9. **Litigation.** If the Parties have not resolved the Claim after a good-faith mediation, either Party may initiate an action in a court of competent jurisdiction.

43.8. **Confidentiality.** All discussions and negotiations conducted pursuant to this section 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.

43.9. **False Claims Act.** The Judicial Council shall be entitled to remedy any false claims, as defined in California Government Code section 12650 et seq., ("**False Claims Act**") made to the Judicial Council by Contractor or any Subcontractor pursuant to the standards set forth in the False Claims Act. Any Contractor or Subcontractor who submits a false claim shall be liable to the Judicial Council for (i) three times the amount of damages that the Judicial Council sustains because of the false claim, or any amount otherwise permitted by Applicable Law, whichever is greater; (ii) the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages; and (iii) a civil penalty of up to \$10,000 for each false claim.

44. **No Interference with Court Operations.** Contractor acknowledges that the Project is located in a court facility which may include an operating courthouse that is open to the public. Access to the Project Site including, without limitation, any of the facility's mechanical, electrical, or other rooms must be coordinated in advance with the Court through the Project Manager prior to accessing the Project Site. 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 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, but not limited to, the public's access to and use of the Project Site. In the event that Contractor or any Subcontractor interferes with the Court's operations in violation of this provision, the Judicial Council, in its sole discretion, may direct Contractor to stop Work effective immediately at Contractor's own expense. Contractor shall be liable to the Court for any damages resulting from Contractor or any Subcontractor interfering with the Court's operations in violation of this provision.

45. **Background Checks.**

45.1. **Background Checks Requirement.** If the Contractor assigns any persons (including, but not limited to, employees, independent contractors, Subcontractors, and agents) to perform Work under this Contract that requires that the person have access to the systems (whether on-site or by remote access) or premises of the Judicial Council or other judicial branch entities, the Judicial Council and the Court shall have the right, but not the obligation, to conduct a background check or to require the Contractor to conduct a background check, as permitted by law, on all such persons before the Judicial Council or Court will grant to such persons access to the Judicial Council's or other judicial branch entities' premises or systems. The Contractor will cooperate in the performance of such background checks. Contractor will promptly notify the Judicial Council of any person refusing to undergo any required background check and will not permit any such person to perform Work without having properly complied with any required background check. The Contractor shall obtain all releases, waivers, or permissions required for the release of such information to the Judicial Council and Court. Costs incident to background checks are the sole responsibility of the Contractor.

- 45.2. Screening and Approval Process. The Judicial Council and/or Court shall conduct the screening and approval of employees of Contractor and Subcontractors that may have access to the Restricted Areas pursuant to the Judicial Council's then-current background check policies and procedures ("**Background Check Policy**"). The version of the Background Check Policy in effect as of the Effective Date is attached to the Contract as **Exhibit F**. The Judicial Council may update and/or revise the Background Check Policy at any time, without notice to the Contractor. Contractor agrees to cooperate with the Judicial Council and Court with respect to the screening of said persons. Contractor acknowledges that the definition of Restricted Areas in this Contract may differ from or include more areas than the definition of Restricted Areas in the Background Check Policy, and agrees that the broader definition or description that includes the most areas will control and govern the terms of this Contract. Contractor must comply with both the provisions of this Contract for background checks and with the Background Check Policy.
- 45.3. Access to Project Sites; Escorts. Only Approved Persons may have unescorted access to (i) the Restricted Areas of a Project Site or (ii) 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 non-Approved Persons. Contractor must take all reasonable steps to ensure that its operations in any Restricted Areas are at all times consistent with this section.
- 45.4. 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 to be complied with; and (iii) Subcontractor employees must comply with both the Judicial Council's and the Courts' background check screening and approval procedures.
- 45.5. Badges. The Judicial Council will issue an identification badge to each Approved Person, bearing that person's name and picture. The badge will indicate that the Approved Person is permitted to access the Restricted Areas. For Approved Persons, the Judicial Council will either (i) notify Contractor if an employee is approved, whereupon the Judicial Council will issue an identification badge for that person; or (ii) 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 any Restricted Areas. The Contractor will have a procedure in place to ensure that all badges are returned to the Judicial Council upon termination of an employee and the expiration or earlier termination of this Contract.
- 45.6. Court Discretion and Requirements. Even if a Contractor or Subcontractor employee has a Judicial Council-issued badge, the Court has the ultimate discretion 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 the 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.
- 45.7. 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 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.

45.8. Costs. All costs associated with escorting an unscreened employee (i.e., any employee who is not an Approved Person) shall be included in the 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, and other costs.

**46. Court Representation.**

- 46.1. The Judicial Council has the authority to act on behalf of the Court(s) and to bind the Court(s) with regard to any matters relating to this Agreement.
- 46.2. Any Court designated by name in an authorized Work Order shall be an intended third-party beneficiary of the Work provided under this Agreement. In the event the Court gives conflicting instructions or makes conflicting determinations with respect to any matter affecting Contractor's performance of its obligations, Contractor shall notify the Project Manager prior to taking action and the Judicial Council shall resolve any such conflict.

**47. Disabled Veteran Business Enterprise Program.**

- 47.1. This section is applicable only if Contractor received a Disabled Veteran Business Enterprise ("DVBE") incentive in connection with this Agreement.
- 47.2. Contractor's failure to meet the DVBE commitment set forth in its proposal constitutes a breach of the Agreement.
- 47.3. If Contractor used DVBE Subcontractors in connection with this Agreement:
  - 47.3.1. Contractor must use the DVBE Subcontractors identified in its Contractor Proposals, unless the Judicial Council approves in writing replacement in accordance with the terms of this Agreement; and
  - 47.3.2. Within sixty (60) Days of receiving final payment for each applicable Project, Contractor must certify in a report to the Judicial Council, in substantially the form of **Exhibit I** to this Contract or otherwise satisfactory to the Judicial Council, the following:
    - 47.3.2.1. The total amount of money Contractor received for the Project;
    - 47.3.2.2. The name and address of each DVBE Subcontractor to which Contractor subcontracted Work in connection with the Project;
    - 47.3.2.3. The amount each DVBE Subcontractor received from Contractor in connection with the Project; and
    - 47.3.2.4. That Contractor has made all payments to the applicable DVBE Subcontractors.
  - 47.3.3. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**48. Accounting System Requirement.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles (GAAP).

**49. Retention of Records.** Contractor shall maintain all financial data, supporting documents, and all other records relating to performance and billing under this Contract for a period of no less than three (3) years following the expiration or earlier termination of this Contract or as may otherwise be required by the Judicial Council (e.g., a longer period to satisfy bond-indebtedness requirements) or Applicable Law, whichever is later. Contractor is also obligated to protect all such records adequately against fire and other damage.

**50. Limitation on Publication.** Contractor shall not, and shall ensure that its Subcontractors shall not, publish or submit for publication any article, press release, or other writing relating to Contractor's Work for the Judicial

Council or obligations under this Contract without the Judicial Council's prior review and express, written permission. This provision shall apply to print, electronic writings, and all other types of media and publications in any form, including social media.

- 51. Conflict of Interest.** Neither Contractor's nor its Subcontractors' officers or employees shall participate in proceedings that will result in decision making regarding the use of State funds encumbered or that may be encumbered under this Agreement if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. Contractor and its officers and employees and those of its Subcontractors shall avoid actions resulting in or creating the appearance of (i) an official position with the government being used for private gain; (ii) preferential treatment being accorded to any particular person associated with this Contract or the Work of this Contract; (iii) the independence or impartiality of the Judicial Council or Courts being compromised; (iv) decisions being made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the Judicial Council, Courts, or this Contract. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions no less strict than those provided here.
- 52. Drug-Free Workplace.** By signing the Contract, Contractor certifies, under penalty of perjury under the laws of the State, that the Contractor will comply with all applicable 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:
- 52.1. 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.
  - 52.2. Establish a Drug-Free Awareness Program to inform employees about:
    - 52.2.1. The dangers of drug abuse in the workplace;
    - 52.2.2. The person's or company's policy of maintaining a drug-free workplace;
    - 52.2.3. Any available counseling, rehabilitation, and employee assistance programs; and
    - 52.2.4. Penalties that may be imposed upon employees for drug abuse violations.
  - 52.3. Provide that every employee who performs Work under the Contract will:
    - 52.3.1. Receive a copy of the company's drug-free workplace policy statement; and
    - 52.3.2. Agree to abide by the terms of the company's statement as a condition of employment.
  - 52.4. Provide for reasonable-cause testing and post-accident testing as necessary of workers performing Work.
  - 52.5. In addition to the other indemnity requirements of the Contract, Contractor shall Indemnify the State Indemnitees against any loss, claim, damages or liability resulting from Contractor's failure to enforce and maintain a drug-free workplace.
- 53. Nondiscrimination/No Harassment.**
- 53.1. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, sexual orientation, gender identification, or any other legally protected characteristics that are now or may become in effect under Applicable Law. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - 53.2. During the performance of this Contract, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Contract. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.



- 53.3. Contractor shall comply and shall ensure that its Subcontractors comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, sections 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 11000 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990, set forth in chapter 5 of division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part of it as if set forth in full.
- 53.4. Contractor and any of its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- 53.5. Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to its Subcontractors to perform Work under the Contract.
- 54. Americans with Disabilities Act.** By signing this Contract, Contractor assures the Judicial Council that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 12101 et seq.) and all amendments and updates thereto, which prohibit discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.
- 55. National Labor Relations Board.** By executing this Contract, Contractor certifies under penalty of perjury under the laws of the State that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor’s failure to comply with an order of the National Labor Relations Board.
- 56. Covenant Against Gratuities.** Contractor warrants by signing this Contract that no gratuities (in the form of entertainment, gifts, or otherwise) were offered by Contractor or any agent, director, Subcontractor, or representative of Contractor to any officer, official, agent, or employee of the Judicial Council with a view toward securing this Contract or securing favorable treatment with respect to any determinations concerning the performance of this Contract. For breach or violation of this warranty, the Judicial Council will have the right to terminate this Contract, either in whole or in part, and any loss or damage sustained by the Judicial Council in procuring any Work which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the Judicial Council provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law or under this Contract.
- 57. Confidentiality.**
- 57.1. Both the Judicial Council and Contractor acknowledge and agree that, in the course of performing the Work under this Contract, the Judicial Council may disclose Confidential Information to Contractor and/or its Subcontractors.
- 57.2. Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that Contractor may disclose the Judicial Council’s Confidential Information on a need-to-know basis to Contractor’s employees and Subcontractors and, as directed by the Project Manager, representatives of the Judicial Council that are performing Work authorized under this Contract. All such employees and Subcontractors shall have executed a confidentiality Contract with Contractor requiring a promise of confidentiality concerning Contractor’s clients and business.
- 57.3. Contractor shall acquire no right or title to the Confidential Information. Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Contract.
- 57.4. The Judicial Council reserves the right to disclose all Data provided under this Contract to any Third Party for the purpose of validation of the Data, and all documents that may be or are required to be disclosed pursuant to the California Rules of Court.

- 57.5. Contractor shall bind its Subcontractors to provisions of confidentiality with regard to the Confidential Information disclosed that are not less strict than those assumed by Contractor hereunder.
- 57.6. The Contractor's duty to hold Confidential Information in confidence and this Confidentiality provision shall survive the expiration or earlier termination of this Contract.
- 57.7. A violation by the Contractor of these Confidentiality provisions could cause irreparable injury to the Judicial Council and, as there is no adequate remedy at law for such violation, the Judicial Council may, in addition to any other remedies available to it at law or in equity, enjoin the Contractor in a court of equity for violating or threatening to violate this Confidentiality provision. In the event the Judicial Council is required to enforce this Confidentiality provision through legal or other action, the Judicial Council will be entitled to recover from the Contractor all costs incurred thereby including, without limitation, reasonable attorney's fees.

**58. Notices.**

- 58.1. Notwithstanding and in addition to any other provision herein, written notice must be provided in the event of any of the following, without limitation:
  - 58.1.1. Any need to assign, novate, or change the name of either Party to this Agreement;
  - 58.1.2. Any replacement of Key Personnel;
  - 58.1.3. Any claim of a breach or default of this Agreement;
  - 58.1.4. A Third-Party claim or dispute that alleges facts that would constitute a breach of this Agreement is brought or threatened against Contractor or its Subcontractors.
  - 58.1.5. Any change to the address of either Party or its representative.
- 58.2. Any written notice given pursuant to this Contract must:
  - 58.2.1. Identify this Agreement citing both the title and number of this Agreement and, if the notice applies to a Work Order, the number of the Work Order;
  - 58.2.2. Unambiguously be identified as a notice brought in accordance with the provisions of this Agreement with reference to all applicable provisions of this Agreement so requiring the notice;
  - 58.2.3. Be delivered in person, pre-paid by a reputable express carrier, or by registered or certified mail (postage pre-paid). If delivered in person to the Judicial Council, the notice must be delivered to the reception desk of the 6th Floor at 455 Golden Gate Ave, San Francisco, California; and
  - 58.2.4. Addressed to the representative(s) of the Parties indicated in the Coversheet and, if with respect to a particular Work Order or Project, to the Project Manager specified in the Work Order.
- 58.3. Written notice shall be effective on the date of receipt; however, if the date of receipt does not occur upon a business day, the notice is effective on the first business day following the date of receipt.
- 58.4. Any correctly addressed notice that is refused, lays unclaimed, or is not deliverable because of an act or omission of the Party to whom submitted will be deemed effective as of the date that the notice was refused, unclaimed, or deemed undeliverable.

**59. Laws Concerning the Contract.** Contract is subject to all provisions of the Constitution and laws of the State and the United States governing, controlling, or affecting the Judicial Council or the property, funds, operations, or powers of the Judicial Council, and such provisions are by this reference made a part hereof. Any provision required by Applicable Law to be included in this Contract shall be deemed to be inserted.

**60. No Personal Liability.** Neither the Judicial Council's officers, employees, nor independent contractors will be personally responsible for liabilities arising under the Contract.

- 61. No Oral Agreements.** No oral agreement or conversation with any officer, agent, or employee of Judicial Council, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.
- 62. No Assignment.** Contractor shall not voluntarily or involuntarily assign (e.g., assignment by operation of law) encumber, or otherwise transfer or delegate all or any interest in this Contract. Any voluntary assignment by Contractor or assignment by operation of law (e.g., involuntary assignment) of any portion of Contractor's interest in this Contract shall be null and void and deemed a default allowing the Judicial Council to exercise all remedies available to it under applicable law. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the Judicial Council. Consent will not be given to an assignment that would relieve the Contractor or the Surety of their responsibilities under the Contract. Any assignment in violation hereof shall be null and void. Neither the Contract, any part thereof, nor any moneys due or to become due thereunder may be assigned by Contractor without the written approval of Judicial Council, nor without the written consent of the Surety unless the Surety has waived in writing its right to notice of assignment.
- 63. No Waiver.** The failure of Judicial Council in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any Judicial Council option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a future occasion. No action or failure to act by the Judicial Council, its employees, contractors, consultants, agents, or representatives shall constitute a waiver of any right or duty afforded the Judicial Council under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed to in writing. To be effective and valid, all waivers and relinquishments of any obligation of Contractor under this Contract must be made by the Judicial Council in writing.
- 64. Validity of Alterations.** Any alteration or variation of the terms of this Agreement or any authorized Work Orders shall not be valid unless made in writing and signed by the Parties in the form of an Amendment, and any oral understanding or agreement that is not incorporated herein shall not be binding on any of the Parties. No verbal agreements shall be honored.
- 65. Governing Law; Jurisdiction.**
- 65.1. This Contract, and all the rights and duties of Contractor and the Judicial Council arising out of or related to this Contract or to the relationship of Contractor and the Judicial Council, are governed by the laws of the State without regard to its conflicts of law rules. This provision applies to all claims and causes of action that Contractor has or may acquire against the Judicial Council, whether based on contract, tort, statute, or anything else.
- 65.2. Contractor agrees that any claims that it has or may acquire against the Judicial Council shall be commenced in and decided exclusively by a court of competent jurisdiction located in the state of California. Contractor agrees to submit to the personal and exclusive jurisdiction of the Superior Courts of California. Contractor waives all defenses and arguments that the courts located in the state of California constitute an inconvenient forum based upon the residence or domicile of Contractor, the location of the Project that is subject to the litigation, the locations of witnesses, the location of documents, or anything else.
- 66. Time of Essence.** Time is of the essence in this Agreement and in all Work Orders thereunder.
- 67. Severability.** The provisions of this Agreement are separate and severable. Should any court of competent jurisdiction hold that any provision of this Agreement is invalid, void, or unenforceable, then (i) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the reasonable intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
- 68. Survival.** The expiration or earlier termination of either this Agreement or any authorized Work Order shall not relieve either Party of any obligation or liability accrued thereunder prior or subsequent to such termination or expiration, nor affect or impair the rights of either Party arising under the Agreement prior or subsequent to such termination or expiration, except as expressly provided for herein.

69. **Counterparts and Electronic Execution.** This Agreement, and any authorized Work Order if and as applicable, may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Agreement, and any authorized Work Order if and as applicable, may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement, with such scanned and electronic signatures having the same legal effect as original signatures.

*[END OF EXHIBIT A]*

**EXHIBIT B  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**SERVICES REQUEST**

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



## Judicial Council of California

### SERVICES REQUEST (CONSTRUCTION)

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**Date:** Insert Date  
**From:** Insert Project Manager Name  
Insert Address  
Insert Phone  
Insert Email  
**Project:** Insert Project Title  
**Work Order:** Insert Work Order Number

---

The Judicial Council of California requests that you provide a Contractor Proposal for the above-referenced Project per the Work described in this Services Request and Attachment 1 attached hereto.

The Work was discussed on Date(s) with the following individuals:

- List contact name, company, and email/phone number here
- List contact name, company, and email/phone number here
- List contact name, company, and email/phone number here

**Contractor Proposal Is Due on or Before:** Insert Time and Date  
Proposed Project Time: Insert Start/End Dates

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**Instructions:** Describe the requested Work and Project requirements *in detail*. In the description, specify the exact scope of Work to be performed, identify all Project Sites at which the Work will be provided, and indicate all documents (i.e., drawings, spec sheets, photos, etc.) that are or will be provided by the Judicial Council for the Project. Include all applicable phasing and schedule constraints including specific milestones. If detailed schedules and/or progress reports are required, include frequency, type(s) of information needed, and any particular format to be used. Attach additional pages as needed. Be inclusive and thorough as the description will be relied on as a contractual obligation.

**Services Requested:**

*Insert details of request here.*

The **Pricing Methodology** expected to be used to price the Project's Work Order is (check only one):

- Lump Sum Basis (Contractor to provide Facility Bid Form with Contractor Proposal when selecting Lump Sum Total)
- Time and Materials Basis

For additional information, see the following:

- Scope of Work:**  Enclosed herewith  To be subsequently provided to Contractor  
**Plans and Specifications:**  Enclosed herewith  To be subsequently provided to Contractor

**ATTACHMENT 1  
TO SERVICES REQUEST**

**SCOPE OF WORK**

*Insert Project's full scope of Work here.*

**ATTACHMENT 1  
TO SERVICES REQUEST  
(CONTINUED)**

**PLANS AND SPECIFICATIONS**

*Enclose all applicable Project plans and specifications here.*

*[END OF SERVICES REQUEST]*



**EXHIBIT C  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**CONTRACTOR PROPOSAL**

See enclosed Contractor Proposal to be submitted in response to a Services Request for a Project if and when the Contractor Proposal is not submitted and processed entirely within CAFM.



# Judicial Council of California

## CONTRACTOR PROPOSAL

**Contractor:** Insert Contractor                      **Date Submitted:** MM DD YYYY                      **Proposal Version No.:** Insert ##

**Project:** Insert Project Name/Title

**Master Agreement No.:** Insert Number                      **Master Agreement Expiration Date:** Insert Exp. Date

**Work Order No.:** Insert Work Order Numbers                      **Work Order Start / End Dates:** Insert Start / End Dates

**Judicial Council Project Manager:**  
Insert Project Manager Name, Title  
Insert Address  
Insert Address  
Insert Phone  
Insert Email

**Contractor Project Manager:**  
Insert Name, Title  
Insert Address  
Insert Address  
Insert Phone  
Insert Email

The Project's Work will be priced according to the following Pricing Methodology (check one):

- Lump Sum Basis (Contractor to provide Facility Bid Form with this proposal when selecting Lump Sum Total)
- Time and Materials Basis

This Contractor Proposal is made as of the above-referenced Date Submitted in response to the Services Request issued by the Judicial Council for the Project, which is hereby incorporated herein, in accordance with and pursuant to the Agreement between the Parties. Unless otherwise defined in this Contractor Proposal, any capitalized term herein shall have the meaning prescribed to it in the Agreement. Except as specifically modified in this Contractor Proposal to the extent such is permissible under the Agreement, the terms and conditions of the Agreement shall remain in full force and effect, and shall control in the event of any conflict, with respect to this Contractor Proposal, the Work Order, and the Project.

If the Judicial Council accepts this Contractor Proposal for the Project, the Project Manager will create a Work Order in the Judicial Council's CAFM system and populate this Contractor Proposal with a unique Work Order number for the Project. The Project Manager will then notify the Contractor via email or otherwise in writing of the Judicial Council's acceptance of this Contractor Proposal and authorization of the Work Order for the Project. Upon Work Order authorization, Contractor shall promptly log into CAFM, look up the corresponding Work Order, and click "Accept." By clicking "Accept," Contractor agrees to all the provisions of this Contractor Proposal, the authorized Work Order, and all applicable Contract Documents.

- 1. Scope of Work.** The scope of the Project's Work is set forth in **Attachment 1**, attached to and incorporated in this Contractor Proposal ("**Scope of Work**"). Contractor acknowledges and agrees it has reviewed and fully understands the Scope of Work outlined in the Contract Documents required for the Project. Contractor may not incorporate into the Scope of Work the Contractor's own form of terms and conditions with respect to matters governed by the Contract Documents; and the Agreement shall prevail over any such forms or terms that are or may be in conflict herewith.
- 2. Price and Payment.**
  - 2.1. **Project Price.** In consideration of the covenants, promises, and agreements between the Parties for the Project, Contractor hereby offers to perform the Scope of Work according to the Contract Documents and accepts in full payment for the Project's performance the following Project Price:

**INSERT PROPOSED PROJECT PRICE (\$###).**

2.2. Pricing Methodology.

2.2.1. Lump Sum Basis.

2.2.1.1. If the Work Order is authorized on a Lump Sum Basis, Contractor shall submit a Schedule of Values for the Project in compliance with the terms of the Contract, which shall be subject to the Project Manager’s approval and serve as the basis for progress payments.

2.2.1.2. The total of the Schedule of Values shall be comprised of quantities and prices of items aggregating the Lump Sum Price and subdivided into component parts of particular Deliverables, phases, milestones, or other schedule of fixed amounts associated with the provision and acceptance of the Work for the Project.

2.2.1.3. As approved, the Schedule of Values shall be incorporated into the Scope of Work for the Project set forth in **Attachment “A.”**

2.2.2. Time and Materials Basis.

2.2.2.1. If the Work Order is authorized on a Time and Materials Basis, the Time and Materials Price shall be the total of all Hourly Rates and Fixed Price Work indicated herein for the Project.

2.2.2.2. The Judicial Council shall compensate Contractor for the actual hours worked in the performance of the Project at the following Hourly Rates:

Labor/Trade Classification	Job Title	Hourly Rate	Overtime Rate

See in addition or instead the attached sheet of Hourly Rates, incorporated herein.

Hourly Rates shall be calculated in tenth (10th)-of-an-hour increments for each full six (6) minutes beginning with the designated actual starting time and shall be computed for invoices by multiplying the appropriate Hourly Rate by the number of direct labor hours actually performed.

Hourly Rates include all costs for the Work including, but not limited to, applicable taxes, duties, wages, indirect costs, general and administrative expense, and profit. Overtime rates will not be paid unless specifically authorized in advance by the Project Manager in writing and as required by law. Hourly Rates may only be revised by written, mutual agreement of the Judicial Council and Contractor.

2.2.2.3. All Fixed Rate Work and/or equipment, materials, supplies, and other items that are not part of the Hourly Rates must be identified and documented with sufficient detail for review by the Judicial Council, and include the following:

Description	Price	Quantity	Amount

See in addition or instead the attached sheet of Fixed Price Work, incorporated herein.

2.2.2.4. Contractor’s percentage mark up for the Work performed, and the portion of the Work that is attributable to Subcontractors shall be billed as follows:

Contractor Mark-Up for Contractor-Performed Work: Mark-up for all Contractor-performed Work, including all overhead and profit, shall not exceed ten percent (10%) of Contractor’s Direct Labor Costs and Direct Materials & Equipment Costs.

Contractor Mark-Up for Subcontractor-Performed Work: Mark-up for all Subcontractor-performed Work, including all overhead and profit, shall not exceed ten percent (10%) of the Subcontractor’s Direct Labor Costs and the Subcontractor’s Direct Materials & Equipment Costs. The aggregate mark-ups of all tiers of Subcontractors for the Work shall not exceed fifteen (15%) of the total of all Subcontractors’ Direct Labor Costs and all Subcontractors’ Direct Materials & Equipment Costs.

- 2.3. Judicial Council shall pay Contractor the Project Price pursuant to the invoice and payment provisions set forth in **Attachment 2**, attached to and incorporated in this Contractor Proposal (“**Payment Provisions**”).
- 2.4. The Project Price set forth in the Work Order shall constitute full compensation for all of Contractor’s Work incurred in the performance of the Work Order including, but not limited to, Contractor's time, materials, costs, and expenses incurred in Contractor’s performance of the Scope of Work. Contractor shall not be entitled to any increases to the Project Price due to changes caused by or the result of, without limitation, Contractor’s errors, omissions, or breaches.

**3. Project Site(s).** The Project is located and the Work shall be performed at the following Project Site(s):

Fac. No.	Court Facility Name	Address	City

See in addition or instead the attached sheet of Project Sites, incorporated herein.

**4. Project Time and Schedule.**

4.1. Project Time. The Project shall be completed within the following Project Time (select and complete only one; the unchecked and/or blank option shall be inapplicable to the Project and have no effect):

- Specified Duration:*     INSERT NUMBER OF DAYS FOR COMPLETION (##) Days
- Certain Date:*             INSERT SPECIFIC DATE OF COMPLETION

4.2. Construction Schedule.

4.2.1. Within five (5) business days of Contractor’s acceptance of the Work Order for the Project, Contractor shall submit a construction schedule for the Project to the Judicial Council (“**Construction Schedule**”), for the Project Manager’s review and approval.

4.2.2. The Construction Schedule must (i) be consistent with the Project Time; (ii) be created utilizing MS Project or other similar scheduling software acceptable to the Judicial Council (Contractor acknowledges that MS Excel is not an acceptable scheduling software); and (iii) include all key milestones relevant to the Project including, without limitation, the following:

- 4.2.2.1. Notice to Proceed;
- 4.2.2.2. Design (showing estimated dates of approval)
- 4.2.2.3. Submittals (both initial submission dates and estimated dates of approval);
- 4.2.2.4. Procurement of all materials;
- 4.2.2.5. Mobilization;
- 4.2.2.6. All Project-specific construction activities;
- 4.2.2.7. Any critical path milestones;
- 4.2.2.8. Any applicable inspections;
- 4.2.2.9. Closeout;

- 4.2.2.10. Final inspection;
- 4.2.2.11. Completion;
- 4.2.2.12. Commissioning; and
- 4.2.2.13. Warranty Period commencement; and
- 4.2.2.14. Closeout.

4.2.3. The Judicial Council will not issue the Notice to Proceed, in its discretion, unless and until Contractor submits a satisfactory Construction Schedule acceptable to the Judicial Council.

4.2.4. Following the Construction Schedule’s acceptance, the Judicial Council and Contractor may agree to changes to the Construction Schedule via Change Order or otherwise in writing.

4.2.5. Contractor shall submit a monthly update to the Construction Schedule with Contractor’s invoices indicating the Work that has been started, is in progress, and is upcoming for the Project. The submitted updates to the Construction Schedule shall highlight and note all changes from the previous update.

4.3. Commencement. Upon Contractor’s acceptance of an authorized Work Order in CAFM, and the Judicial Council’s approval of the Construction Schedule, the Judicial Council will notify Contractor via email or otherwise in writing to proceed with the Work (“**Notice to Proceed**”), at which time Contractor will commence the Work in accordance with the Contract Documents.

4.4. Hours of Work. The hours during which Contractor will perform the Work at the Project Site(s) are as follows:

*No Restrictions*: Contractor will have no restrictions on the hours of its performance; or

*Outside Business Hours*: Contractor will only perform the Work *outside* of the Court’s normal business hours of \_\_\_\_\_ to \_\_\_\_\_ Monday through Friday; or

*Specific Hours*: Contract will only perform the Work within the following hours:

Monday \_\_\_\_\_ to \_\_\_\_\_

Tuesday \_\_\_\_\_ to \_\_\_\_\_

Wednesday \_\_\_\_\_ to \_\_\_\_\_

Thursday \_\_\_\_\_ to \_\_\_\_\_

Friday \_\_\_\_\_ to \_\_\_\_\_

Saturday \_\_\_\_\_ to \_\_\_\_\_

Sunday \_\_\_\_\_ to \_\_\_\_\_

Contractor shall not be entitled to any additional compensation for performing Work outside the hours stated herein. The Project Price includes all costs associated with any limits on the hours/days on which the Contractor may perform the Work.

5. **Liquidated Damages**. If the Project is not completed within the Project Time and/or pursuant to the Construction Schedule including any specified milestones therein for the Project, Contractor understands, acknowledges, and agrees that the Judicial Council will suffer damages which are difficult and/or impossible to ascertain and determine. Contractor shall therefore pay to the Judicial Council, as fixed and liquidated damages for said incalculable damages, the sum of **INSERT LIQUIDATED DAMAGES AMOUNT (\$#,###)** per Day for each and every Day of delay beyond the Project Time and/or the date of any item or milestone specified in the Construction Schedule, in accordance with the Agreement.

**6. Subcontractors.**

6.1. Contractor will use the following Subcontractors in the performance of the Work of the Project:

Subcontractor Name	Address Location	CSLB No.	DIR Reg. No.	Scope of Work	DVBE (Yes/No)

See in addition or instead the attached sheet of Subcontractors, incorporated herein.

6.2. Although the Judicial Council is not bound by the Public Contract Code for trial court construction, the Parties acknowledge and agree that the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 et seq. ("**Subcontractor Listing Law**") are hereby incorporated into the Work Order for the Project. The Judicial Council will fully enforce the provisions of the Subcontractor Listing Law with respect to the Project. Contractor shall adhere to the rules governing subcontracting and Subcontractor substitutions in accordance with provisions of the Subcontractor Listing Law. Violations of the Subcontractor Listing Law by Contractor may subject the Contractor to penalties and disciplinary action as provided for in the Subcontractor Listing Law.

6.3. Contractor shall execute and shall require every Subcontractor on the Project to execute the Prevailing Wage and Related Labor Requirements Certification, a copy of which is enclosed with this Contractor Proposal and incorporated herein. Contractor shall provide to the Judicial Council copies of all executed certifications prior to the Subcontractor's commencement of any Work on the Project.

6.4. Contractor shall execute and shall require every Subcontractor on the Project to execute the California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification, a copy of which is enclosed with this Contractor Proposal and incorporated herein. Contractor shall provide to the Judicial Council copies of all executed certifications prior to the Subcontractor's commencement of any Work on the Project.

7. **Key Personnel.** Subject to the terms of the Agreement, Contractor's Key Personnel assigned to perform certain Work on the Project are as follows, the qualifications and resumes of whom shall be approved in advance by the Project Manager and are hereby deemed incorporated into this Contractor Proposal:

Key Personnel Name	Title / Role	Specific Assignment(s)
	Contractor Project Manager	
	Contractor Superintendent	

See in addition or instead the attached sheet of Key Personnel, incorporated herein.

8. **Payment and Performance Bonds.** Contractor shall not commence the Work under the Work Order unless and until it has provided the Judicial Council a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equal to one hundred percent (100%) of the Project Price issued by a Surety admitted to issue bonds in California and otherwise acceptable to the Judicial Council. The Project Price includes all costs associated with said bonds.

**9. Project Insurance.**

9.1. Project-Specific Insurance Requirements. Contractor acknowledges and agrees that, in addition to the insurance coverage required to be generally provided for and upon the execution of the Contract, Contractor shall also provide insurance coverage specifically for the Project in accordance with the requirements set forth herein and to the Judicial Council's satisfaction. The insurance required in the amounts and types described in this Contractor Proposal shall be specific to the Project. In the event of any conflict, discrepancy, or ambiguity between the general insurance under the Contract and the Project-specific insurance under the Work Order, the Judicial Council shall determine the controlling requirements for the Project in its sole and absolute discretion; any Dispute shall be resolved pursuant to the Contract; and Contractor agrees that the Parties intend and desire for Contractor to provide

the Judicial Council with insurance for the Project that ensures the broadest coverage and most extensive protection to the Judicial Council.

## 9.2. Project's General Insurance Requirements.

- 9.2.1. By requiring the minimum insurance set forth herein, the Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under the Work Order or Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- 9.2.2. The insurance obligations for the Project shall be: (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Contractor Proposal, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the Judicial Council in compliance with the insurance requirements set forth herein. The Judicial Council may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies for the Project. No representation is made by the Judicial Council that these minimum insurance requirements are sufficient to cover the obligations of the Contractor for the Project or under the Work Order.
- 9.2.3. Contractor shall obtain and maintain the required insurance for the duration of the Project with an insurance company or companies acceptable to the Judicial Council, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in California.
- 9.2.4. For all insurance policies required under the Work Order, no deductible shall exceed five percent (5%) of the minimum limit of insurance required unless authorized in writing by the Judicial Council. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.
- 9.2.5. Self-Insured retentions ("**SIR**") must be declared to and approved in writing by the Judicial Council. The Judicial Council may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Judicial Council. Any and all deductibles and SIR shall be the sole responsibility of Contractor or Subcontractor who procured such insurance and shall not apply to the Indemnitees (defined in the Agreement). Judicial Council may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Judicial Council reserves the right to obtain a copy of any policies and endorsements for verification.
- 9.2.6. Contractor is responsible for and may not recover from the State, Judicial Council, or the Courts any deductible or self-insured retention that is connected to the insurance required under the Work Order. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the Work Order.
- 9.2.7. Contractor, prior to commencement of any Work, shall provide Judicial Council with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Judicial Council, as evidence that the required insurance for the Project is in full force and effect. The insurance required under the Work Order, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State; Judicial Council; Courts; State Public Works Board; and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the Judicial Council.
- 9.2.8. The insurance required under the Work Order, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State,

Judicial Council, or the Courts. Contractor's liabilities under the Work Order shall not be limited in any manner to the insurance coverage required.

- 9.2.9. Failure to provide the documentation as required prior to the commencement of any Work shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- 9.2.10. The Certificates of Insurance for the Project must reference the Project's Work Order number, and be addressed and mailed to:

Judicial Council of California  
Contracts, Branch Accounting and Procurement  
Attn: Certificate of Insurance, Contract Number [insert Contract#]/Work Order Number [insert Work Order#]  
455 Golden Gate Avenue, 6<sup>th</sup> Floor  
San Francisco, CA 94102

The Certificates of Insurance may also be emailed to:

[Contracts@jud.ca.gov](mailto:Contracts@jud.ca.gov)

- 9.2.11. All insurance policies required under the Work Order must remain in force for the entire duration of the Project. If the insurance expires during the Project Time and/or prior to the Project's completion, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s) to the Judicial Council; if Contractor fails to do so, Contractor will be in breach of the Agreement and the Judicial Council may direct the Contractor to stop Work at Contractor's expense or may take other remedial action in the Judicial Council's discretion. Contractor must provide renewal insurance certificates and signed policy endorsements to Judicial Council on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor for the Project must conform to the requirements herein.
- 9.2.12. In the event Contractor fails to keep the specified insurance coverage in force at all times required under the Work Order, Judicial Council may, in addition to and without limiting any other remedies available to it: (i) order the Contractor to stop Work at Contractor's expense, or (ii) terminate the Work Order or Agreement upon the occurrence of such event in accordance with the Agreement.
- 9.2.13. Contractor, and each insurer providing insurance required under the Work Order, expressly waives all rights of recovery and subrogation rights it may have against the State, Judicial Council, Courts, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Work, and for any liability arising out of or in connection with the Work performed by Contractor under the Work Order or arising out of or in connection with Contractor's breach of the Agreement. This provision does not apply to professional liability insurance policies.
- 9.2.14. Contractor shall provide the Judicial Council with written notice within **TEN (10) DAYS** of becoming aware of a material change or cancellation of the insurance policies required under the Work Order. In the event of expiration or cancellation of any insurance policy for the Project, Contractor shall **immediately** notify the Project Manager.
- 9.2.15. Judicial Council reserves the right to request certified copies of the insurance policies required under the Work Order, which must be provided by Contractor within **TEN (10) business Days** following the request by Judicial Council.
- 9.2.16. Contractor must require insurance from its Subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, State, Judicial Council, and Court(s) in which the Project is located.



### 9.3. Project's Individual Insurance Policy Requirements.

#### 9.3.1. *Commercial General Liability*

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage and \$4,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall include coverage for property damage resulting from explosion, collapse, or underground hazard. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Work or the termination of the Contract Documents, whichever occurs first.

#### 9.3.2. *Commercial Automobile Liability*

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

#### 9.3.3. *Workers' Compensation & Employers' Liability Insurance*

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

#### 9.3.4. *Professional Liability Insurance*

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Work provided under the terms of the Contract Documents. The policy shall provide limits of not less than \$ [redacted] per claim or per occurrence and \$ [redacted] annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of the Contract Documents. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Work commences pursuant to the Contract Documents.

#### 9.3.5. *Cyber Liability Insurance*

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Contractor under the Contract Documents and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

#### 9.3.6. *Contractor's Pollution Liability*

Contractor's Pollution Liability Insurance shall have limits not less than \$ [redacted] per occurrence or claim and \$ [redacted] policy aggregate. This policy shall include coverage for bodily injury, property damage, and environmental damage resulting from pollution and all related cleanup costs incurred arising out of or in

connection with the Work to be performed under the Contract Documents. Coverage shall be provided for both works performed on the Project Site(s) as well as during the transport of hazardous materials.

9.3.7. *Builders Risk/Installation*

Builders Risk/Installation Coverage Policy shall be written on an all-risk basis and that covers the Work to be performed under the Contract Documents 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. Since the Project Site(s) may be located in a high-risk zone, the Builders Risk/Installation Coverage Policy shall include coverage for perils of flood and earthquakes.

9.3.8. *Contractor's Equipment Insurance*

Contractor shall maintain equipment insurance covering its business property, equipment, and tools used in the performance of the Work at the Project Site(s) that are not intended to become a permanent part of the Work. The Judicial Council shall not be responsible for loss or damage to or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tools, or personal effects, owned or rented to or in the care, custody, and control of Contractor or Subcontractors of any tier.

9.3.9. *Commercial Crime Insurance*

This policy is required if Contractor handles or has regular access to the Judicial Council's funds or property of significant value to the Judicial Council. This policy must cover dishonest acts including loss due to disappearance or destruction of money, securities, and property; forgery and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$           .

9.3.10. *Unmanned Aircraft Liability Insurance*

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

9.3.11. *Umbrella Policies*

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

**10. Reservation.** Contractor acknowledges that Judicial Council is not obligated to accept this Contractor Proposal and that Judicial Council reserves the right to reject or not accept this Contractor Proposal for any reason.

**11. Proposal Expiration.** This Contractor Proposal shall not expire or be revoked by the Contractor for a period of sixty (60) Days following the date submitted to the Judicial Council via CAFM.

**12. Authority.** The individual submitting this Contractor Proposal certifies that they have proper authorization to do so on behalf of and to bind Contractor.

*[Contractor Proposal Attachments and Enclosures on Following Pages]*

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

Contractor: INSERT CONTRACTOR NAME

Contract/Work Order No.: INSERT CONTRACT AND WORK ORDER NUMBER

Project: INSERT PROJECT NAME

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 Project under the Contract, as referenced above, including, without limitation, the requirement that all contractors and subcontractors of every tier are registered pursuant to Labor Code section 1771 et seq.

PROPER NAME OF CONTRACTOR / SUBCONTRACTOR (Printed)	FEDERAL ID NUMBER
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE EXECUTED

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS  
PERFORMING WORK ON THE PROJECT

*[End of Certification Form]*

**CALIFORNIA AIR RESOURCES BOARD**  
**IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION**

Contractor: INSERT CONTRACTOR NAME

Contract/Work Order No.: INSERT CONTRACT AND WORK ORDER NUMBER

Project: INSERT PROJECT NAME

1. **Instructions:** Check the box below and sign this attachment.

- I hereby acknowledge and certify that I will conform to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2) for all Work on the Project involving the use of vehicles subject to the regulations, including, without limitation, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4) and as applicable, the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions:** Check one (1) box below.

- Contractor’s current CARB issued Certificate of Reported Compliance is provided with this Certification.
- Contractor certifies that its Work on the Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

I, the official named below certify that I am duly authorized to legally bind the Contractor to the certifications made in this document. This certification is made under the laws of the State of California.

PROPER NAME OF CONTRACTOR / SUBCONTRACTOR (Printed)	FEDERAL ID NUMBER
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE EXECUTED

*[End of Certification Form]*

**ATTACHMENT 1  
TO CONTRACTOR PROPOSAL**

**SCOPE OF WORK**

The Scope of Work for the Project—including, without limitation, all plans, specifications, drawings, standards, and/or references—is (check one):

- As set forth in full in the Services Request for the Project, and is hereby incorporated into this Contractor Proposal; or
  - Set forth below, which shall supersede and replace any scope provided in the Services Request for the Project.
- 

Schedule of Values Required. If on a Lump Sum Basis, the Project shall be performed in accordance with the Schedule of Values to be enclosed herewith upon Project Manager approval.

---

*If replacing the Services Request's Scope of Work, insert and enclose here:*

- *Project's full scope of Work*
- *All plans, specifications, drawings, standards, and/or references*

**ATTACHMENT 2  
TO CONTRACTOR PROPOSAL**

**PAYMENT PROVISIONS**

**1. Work Order and Project Price.**

- 1.1. The Project Price shall be the maximum amount that the Judicial Council must pay to Contractor under the authorized Work Order.
- 1.2. The Project 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 under the authorized Work Order.

**2. Taxes; Tax Allocations.**

- 2.1. The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Judicial Council will pay for any applicable State or local sales or use taxes on the Deliverables provided or Work rendered pursuant to the authorized Work Order.
- 2.2. Allocation of tax credits or deductions of any kind including, but not limited to, Internal Revenue Code section 179D (Energy Efficient Commercial Buildings Deductions) by the Judicial Council to or on behalf of Contractor is in the sole and exclusive discretion of the Judicial Council.

**3. Invoicing.**

- 3.1. Invoicing Requirements. Contractor shall invoice the Judicial Council once monthly for the Project satisfactory to the Judicial Council ("**Invoice**"). The Invoice shall summarize all payments due under the Work Order in the previous calendar month with reasonably sufficient detail. All invoices for the Work Order shall be separate from any other invoice, Project, or Work Order under the Contract. The Judicial Council may, in its discretion, require Contractor to submit Invoices on Judicial Council forms and/or to implement specific processes related to invoicing and payments for the Project.
- 3.2. Submission. The Contractor shall submit all Invoices to the Judicial Council by email at [FacilitiesServicesInvoices@jud.ca.gov](mailto:FacilitiesServicesInvoices@jud.ca.gov) with a copy to the Project Manager.
- 3.3. Phases/Milestones. For Work Orders provided on a Lump Sum Basis or otherwise according to a percentage of particular phases, Deliverables, Schedule of Values, or other schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of the Work and/or individual designated Deliverables, Contractor shall make an application for payment via an Invoice to the Judicial Council for the applicable Work on successful completion and acceptance of the particular phase, Deliverable, or other schedule of fixed milestone.
- 3.4. Invoice Details. Contractor's Invoices shall clearly specify the following, without limitation:
  - 3.4.1. Contract number;
  - 3.4.2. Work Order Number;
  - 3.4.3. Date of submission;
  - 3.4.4. Unique Invoice number;
  - 3.4.5. Contractor's name and address;
  - 3.4.6. Contractor's taxpayer identification number (FEIN);
  - 3.4.7. Description and date ranges of the Work being invoiced as specified in the Work Order;
  - 3.4.8. Itemized and total price breakdowns;

3.4.9. Amount of DVBE dollars expended if and as applicable; and

3.4.10. Preferred remittance address if different from the mailing address.

#### 4. Progress Payments.

- 4.1. Contractor shall make applications for payment in arrears via monthly Invoices based upon the actual value for Materials delivered and Work performed under the Work Order, subject to any applicable Schedule of Values or other specific requirements for the Project, up to the last Day of the previous month. The Project Manager will review and approve the Invoice if satisfactory; if the Project Manager or Judicial Council determine corrections or further detail are deemed needed, Contractor shall resubmit a revised Invoice as requested and in compliance herewith.
- 4.2. The Judicial Council will endeavor to pay Invoices within forty-five (45) Days after the Project Manager's approval.
- 4.3. The Judicial Council shall withhold payment of an amount equal to ten percent (10%) from all payments made for Invoices ("**Retention**"). Upon the Project's successful completion of all Work and successful provision of all applicable Deliverables under the Work Order, Contractor shall submit an Invoice to the Judicial Council for the total of all amounts of Retention withheld on the Project. The Judicial Council reserves the right, in its discretion, to reduce Retention to five percent (5%) of the Project Price after Contractor has successfully completed fifty percent (50%) of the Work of a Work Order.
- 4.4. The Judicial Council may deduct and withhold from any payment under the Work Order or Contract all amounts necessary to protect the Judicial Council from, without limitation, all losses because of, arising from, or related to any of the following:
  - 4.4.1. Performance of any of Contractor's obligations under the Contract;
  - 4.4.2. Any Work that Contractor has failed to perform or has performed inadequately;
  - 4.4.3. Defective Work not satisfactorily remedied;
  - 4.4.4. Stop payment notices as required by California law (i.e., Civil Code section 9350 et seq.);
  - 4.4.5. Reasonable doubt that the Project can be completed for the unpaid balance of the Project Price or within the Project Time;
  - 4.4.6. Unsatisfactory prosecution of the Work for the Project;
  - 4.4.7. Unauthorized deviations from the Contract;
  - 4.4.8. Failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Judicial Council during the prosecution of the Work for the Project;
  - 4.4.9. Erroneous or false estimates by the Contractor of the value of the Work performed;
  - 4.4.10. Any sums representing expenses, losses, or damages incurred by the Judicial Council, in its determinations, for which Contractor is or may be liable under the Contract;
  - 4.4.11. Damage by Contractor or its Subcontractors to the Judicial Council, Courts, or to any third parties; and
  - 4.4.12. Any other sums which the Judicial Council is entitled to recover from Contractor under the terms of the Contract or pursuant to Applicable Law including section 1727 of the California Labor Code.

The failure by the Judicial Council to deduct any of these sums from a progress payment shall not constitute a waiver of the Judicial Council's right or remedy with respect to such sums.

## 5. Final Payment.

- 5.1. The following conditions must be fulfilled prior to the Judicial Council issuing the final payment for a Project to the Contractor:
    - 5.1.1. The Judicial Council must have accepted the Project and all Work as complete in accordance with the Contract Documents;
    - 5.1.2. Contractor must have provided a duly completed and executed waiver and release upon final payment from each Subcontractor and supplier compliant with the Civil Code;
    - 5.1.3. Contractor must have delivered to the Judicial Council all applicable written guarantees and warranties, including those of its applicable Subcontractors;
    - 5.1.4. The Contractor must have delivered to the Judicial Council all applicable manuals and Data; and
    - 5.1.5. The Contractor must have satisfactorily completed Contractor's final clean-up of the Project Site.
  - 5.2. Thirty-five (35) Days following the later of the Judicial Council's filing of a Notice of Completion for the Project, if any to be filed, or the Judicial Council's determination of all other items having been properly fulfilled as required herein, the Judicial Council will commence processing the final payment for the Project to Contractor and will provide said final payment to Contractor as expeditiously as possible. Contractor's Invoice for the final payment for the Project shall include all amounts of Retention withheld, and shall be less the following: (i) any amounts reasonably disputed by the Judicial Council; (ii) one hundred fifty percent (150%) of the Judicial Council's estimate of any amounts necessary to complete any pending or incomplete Punch List Items; (iii) any amounts attributable to stop notices which the Judicial Council is required to withhold Civil Code section 9350 et seq. or other Applicable Law.
- 6. Disallowance.** If the Contractor claims or receives payment from the Judicial Council that is later disallowed by the Judicial Council, the Contractor shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Contractor under the Work Order or any other contract.
- 7. Payment Does Not Imply Acceptance of Work.** The granting of any payment by the Judicial Council, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct unsatisfactory Work in connection with this Contract.
- 8. Release of Claims.** The acceptance by the Contractor of its final payment due under this Contract shall be and shall operate as a release to the State and the Judicial Council of all claims and all liability to the Contractor for everything done or furnished in connection with this Contract (including every act and neglect of the Judicial Council), with the exception of any Disputes or Claims pursuant to the Contract that have been expressly identified by the Contractor in its final invoice as outstanding as of the date of Contractor's submission of Contractor's final application for payment. Contractor's failure to identify any such claims shall operate as a release of all Disputes and Claims.

*[END OF CONTRACTOR PROPOSAL]*



## EXHIBIT D: JUDICIAL COUNCIL TOOL CONTROL POLICY

(Effective October 1, 2009)

### Property Control in In-Custody Holding Areas

#### Background:

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.

#### 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.

#### Goal:

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.

**Procedure:**

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

- 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.
- In Place: This phase includes activities carried out while inside the controlled In-Custody Holding areas. There shall be no intermediate exit/re-entry.
- 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.

**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:

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

**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.

- 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.

- 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.
- 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.
- Retain completed forms for at least ninety (90) Days at each site.

**Compliance:**

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

**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.

**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.

**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.

**Periodic Evaluation:**

Judicial Council 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.

*End of Exhibit*

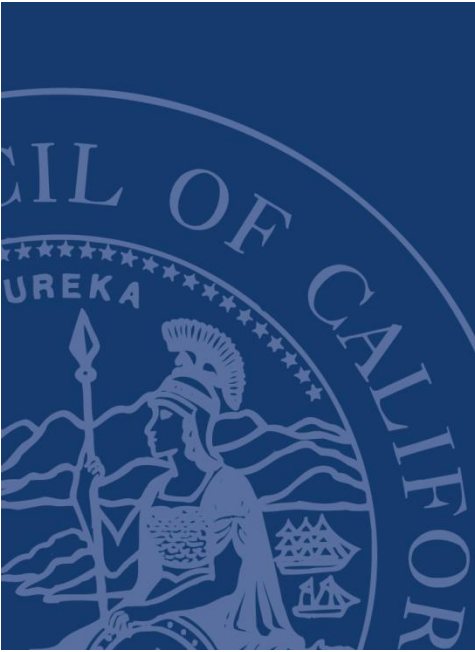


EXHIBIT E

# Asbestos Management Plan

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MAY 2020

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## 1.0 Purpose

The Judicial Council of California (JCC) has the responsibility to protect all occupants of judicial branch facilities from any harmful exposure to asbestos. The purpose of the plan is to describe the JCC's process for managing asbestos-related work in judicial branch facilities.

## 2.0 Scope

This plan is designed to minimize the possibility of unintentional disturbance of asbestos-containing materials. It identifies the requirements necessary to safely and effectively manage asbestos at judicial branch facilities and to protect workers and building occupants who work in buildings with asbestos-containing materials.

The principal elements of this plan are:

- Communication
- Training
- Operations and Maintenance Procedures
- Disposal Procedures
- Documentation and Recordkeeping

All work shall be performed in accordance with all federal, state, and local regulations for asbestos including, but not limited to:

- 40 CFR Part 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP)
- 8 CCR § 1529, Asbestos (Construction Safety Orders)
- 8 CCR § 5208, Asbestos (General Industry Safety Orders)
- 29 CFR § 1910.1001, Asbestos Occupational Safety and Health Standards
- 29 CFR § 1926.1101, Asbestos Safety and Health Standards for the Construction Industry
- Labor Code §§ 6501-6509.5, Asbestos-Related Work Requirements
- Business and Professions Code §§ 7180–7189.7, Asbestos Contractors
- Rules and ordinances adopted by local authorities having jurisdiction (air quality districts, air pollution control districts, etc.)

## 3.0 Responsibilities

The Risk Management/Environmental Health and Safety unit has responsibility for the management, implementation, and administration of the Asbestos Management Plan. The unit's responsibilities include:

- Developing, implementing, and administering the JCC's Asbestos Management Plan;
- Managing the contract for the JCC's certified asbestos consultant;
- Maintaining the documented inventory of asbestos-containing materials and their locations;
- Developing and providing Asbestos Management Plan training;

- Ensuring that documentation and recordkeeping comply with regulations;
- Establishing methods for ensuring project compliance with recommended procedures and safety precautions;
- Providing technical assistance regarding asbestos; and
- Reviewing and updating the Asbestos Management Plan periodically.

All JCC employees, affiliates, and contracted vendors must comply with the requirements of the Asbestos Management Plan. Their responsibilities include:

- Coordinating with the Environmental Health and Safety unit on all construction, renovation, maintenance, or repair work, including completion of an asbestos work permit ([Form AMP 01](#));
- Following all established policies and procedures regarding asbestos;
- Ensuring that contractors and tradespeople comply with all regulations, contract specifications, and JCC requirements; and
- Ensuring that all entities performing work in judicial branch facilities comply with regulatory requirements for the removal, storage, and transportation of hazardous waste.

## 4.0 Communication

### 4.1 Annual Notification

Regulations require building owners to notify employees and building occupants of the presence of asbestos in their workplace. The Environmental Health and Safety unit performs this notification annually by sending out an Asbestos Notification document to all employees and occupants of JCC buildings. In addition, the Environmental Health and Safety unit maintains an inventory of building surveys and can provide the survey results upon request.



### 4.2 Controlled-Access Areas

Another method for warning and notification of building occupants is the use of warning labels or stickers in controlled areas. Controlled-area stickers are for those areas generally accessed by custodians, maintenance workers, or contractors, but not most tenants or the general public. These areas are usually locked to prevent unauthorized personnel from entering. The sticker informs people that they are entering an area containing asbestos materials.

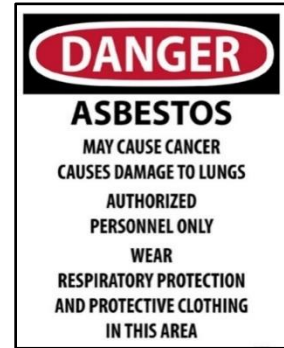
The purpose of controlled-area stickers is to inform workers, before they enter an area to perform work, that their activities may disturb asbestos materials. Controlled-area stickers will be placed on all entrances to mechanical rooms, crawlspaces, attics, pipe chasers, and pipe tunnels known to contain asbestos. The sticker should be placed so it is visible and easy to read. The sticker reads: "DANGER. ASBESTOS. Cancer and Lung Disease Hazard. Authorized Personnel Only."



### 4.3 Jobsite Communication

When work involves disturbance or removal of asbestos-containing materials (ACM), the jobsite area is isolated with a barrier made of polyethylene plastic. The purpose of the barrier is to isolate the work area and contain the ACM. The containment is established to protect building occupants from exposure to asbestos.

Containments are identified by Caution tape and asbestos warning signs. The purpose of the Caution tape and asbestos warning signs are to inform building occupants of the asbestos hazard within the containment. The Caution tape will be placed around the perimeter of the barrier and the asbestos warning sign will be placed at the containment entrance, so it is visible and easy to read. The sign reads: “DANGER. ASBESTOS. May Cause Cancer. Causes Damage to Lungs. Authorized Personnel Only. Wear Respiratory Protection and Protective Clothing in This Area.”



In addition, there will be an Asbestos Containment Information Sheet and an Asbestos Protocol Fact Sheet posted on each containment structure. The information and fact sheets provide information to building occupants regarding containment safety and asbestos work practices followed by the JCC. The information and fact sheets will be placed at the containment entrance, so they are visible and easy to read.

The Asbestos Containment Information Sheet and Asbestos Protocols Fact Sheet are included in Appendix B.

### 4.4 External Notification

Notification to regulatory agencies is generally made by the asbestos contractor. All notifications shall be performed in accordance with applicable federal, state, and local regulations governing asbestos abatement, and any other trade work done in conjunction with the abatement.

## 5.0 Training

The Environmental Health and Safety unit conducts asbestos awareness training annually. The asbestos awareness training provides an overview of asbestos issues, along with an overview of the JCC’s asbestos management procedures. All JCC staff who manage work in judicial branch facilities are required to attend this training.

## 6.0 Operations and Maintenance Procedures

JCC staff shall not perform operations and maintenance (O&M) procedures and work practices involving asbestos without the required asbestos training and written authorization from the Risk Management/Environmental Health and Safety Unit. Contract personnel engaged to perform O&M procedures and work practices are required to follow the elements of this section, as applicable, in addition to all applicable federal, state, and local regulations, standards, and codes governing asbestos management. Before performing work in a judicial branch facility of any age, materials must be tested for

asbestos by a certified asbestos consultant. Otherwise, materials can be assumed to contain asbestos and handled in accordance with the appropriate work practices below.

## 6.1 Work Control/Permit System

The effectiveness of the O&M plan is strengthened with the implementation of a work control/permit system. This system ensures proper guidance for activities or projects that might disturb ACM by requiring a detailed analysis of the scope of the project. The system also necessitates active involvement of the Environmental Health and Safety unit and the JCC's contracted certified asbestos consultant. In order to be effective, it needs to be activated at the point when projects are generated or initiated.

The system requires completion of the JCC's Asbestos Work Permit ([Form AMP 01](#)) prior to the commencement of any project. The form asks for information on the schedule and location of a project, a description of the work, and its potential to affect ACM. This procedure requires coordination between the project manager, the vendor performing the work, the JCC's certified asbestos consultant, and the Environmental Health and Safety unit.

The process for this coordination is defined in the Asbestos Work Procedures, which identify detailed actions to be taken by all parties during emergency events and during planned work. Form AMP 01 must be reviewed by the JCC's certified asbestos consultant before work can commence. This process ensures the work is performed with the appropriate work practices and in adherence to all regulatory requirements.

The Asbestos Work Permit, detailed asbestos work procedures, and checklists are included in Appendix C.

## 6.2 Work Practices

The O&M procedures and work practices are designed to structure a program for handling specific types and quantities of ACM as well as identify work areas where asbestos may be present. The purpose of the program is to minimize the exposure potential to ACM or work areas by addressing and organizing procedures to (1) clean up and properly dispose of asbestos fibers previously released, (2) repair damaged ACM, (3) prevent further disturbance or damage of the ACM, and (4) monitor the conditions until removal.

Contractors or service providers performing the work must establish proper work procedures to meet regulatory requirements for the class of asbestos work being performed. Following are the definitions and training requirements for each class (as defined by OSHA; local air pollution control districts may have alternative work classification descriptions and requirements that must be followed, though not listed below):

### 1. Class I Asbestos Work

- a. **Definition:** Removal of thermal system insulation (TSI) or surfacing material.

**b. Training:** Abatement workers will be supervised by a competent person who meets the requirements of 29 CFR § 1926.32(f). Workers must have Asbestos Hazard Emergency Response Act (AHERA) worker (32 hours) training.

**2. Class II Asbestos Work**

**a. Definition:** Removal of ACM other than TSI or surfacing materials. Examples of this work include the removal of roofing, flooring, mastics, gaskets, transite, wallboard, etc.

**b. Training:** Abatement workers will be supervised by a competent person who meets the requirements of 29 CFR § 1926.32(f). Workers must have AHERA worker training (32 hours).

**3. Class III Asbestos Work**

**a. Definition:** Repair and maintenance activities that disturb ACM or presumed asbestos-containing materials (PACM); includes TSI and surfacing material and the cleanup of ACM dust or debris. The amount disturbed must fit in one glove bag or waste bag less than 60 inches in width. Examples include, but are not limited to:

- i. Single glove bag removal of pipe insulation;
- ii. Patching of pipe insulation;
- iii. Decontamination of surfaces (spills, etc.);
- iv. Removal of one square foot or more of RACM, using a HEPA-filtered, negative pressure enclosure.

**b. Training:** Supervisors and workers trained at the EPA 16-hour O&M level or higher.

**4. Class III Asbestos Work—Disturbance by Facility Crafts/Trades**

**a. Definition:** Repair and maintenance activities as part of facilities crafts/trades workers that disturb incidental amounts of ACM dust or debris. Examples include, but are not limited to:

- i. Cutting a small hole in a wall to install a light switch, J-boxes, wall receptable, or similar-sized opening;
- ii. Cutting wallboard systems for access, mapping, or other necessitated exploratory purposes;
- iii. Drilling small holes in a wall to run electrical conduit, hang pictures, or secure furniture;
- iv. Removal and repair of three square feet of ACM flooring; and
- v. Removing a ceiling tile to perform maintenance activities.

**b. Training:** Supervisors and workers trained at the EPA 16-hour O&M level or higher.

**5. Class IV Asbestos Work**

**a. Definition:** Maintenance and custodial activities where employees contact ACM or PACM, but do not disturb the material and activities to clean up dust, waste, and debris resulting from Class I, II, and III activities.

**b. Training:** Two hours of asbestos awareness training in accordance with 40 CFR § 763.92(a) initially and annually thereafter. Note that the JCC does not specifically perform or contract for this class of work.

Cleaning and/or removal of ACM should never be performed by individuals without the proper training and/or certification, which are dependent on each individual circumstance. Prudent safety precautions should always be used. The JCC expects that its contractors and service providers have established worker protection guidelines for their personnel in accordance with Cal/OSHA regulations.

When work involves removal of ACM, personnel should adhere to regulatory requirements for abatement techniques. These activities shall not take place unless authorized by the Environmental Health and Safety unit pursuant to Section 6.1, Work Control/Permit System, above. Prior to removal of any containment, the work area must be cleared by a certified asbestos consultant.

Emergency response protocols should be implemented whenever an unintentional asbestos fiber release occurs or has the potential to occur. Guidance documents for emergency response are found in Appendix C.

## 7.0 Disposal Procedures

All friable asbestos-containing material that is greater than 1 percent must be handled as hazardous waste. All non-friable asbestos waste must be handled according to applicable regulations. The project manager is responsible for secure storage of the asbestos waste at the judicial branch facility until disposal can be arranged and shall coordinate the storage with the JCC staff assigned to that facility. On-site storage shall not exceed 90 days.

All asbestos waste requires a temporary EPA ID number for hazardous waste disposal. The Environmental Health and Safety unit manages the generation and distribution of the temporary EPA ID numbers. The abatement contractor will arrange for transport of the asbestos waste to a disposal facility. The JCC staff assigned to that facility is responsible for signing the transport manifest. By signing the manifest, JCC staff ensures the waste is properly characterized and labeled for transport.

The process for obtaining a temporary EPA ID number is included in Appendix D.

## 8.0 Documentation and Recordkeeping

The Environmental Health and Safety unit is responsible for all documentation pertaining to this plan. Standard documents that are to be kept on file include:

- Reports of building inspections and sampling for asbestos;
- Documentation of uncontrolled asbestos release incidents and associated response actions; and
- Copies of asbestos waste manifest forms used for transportation and disposal.

Facility managers are responsible for maintaining on-site<sup>1</sup> records including:

- Active project or work ACM survey results and regulatory notifications; and
- Copies of asbestos waste manifest forms used for transportation and disposal.

---

<sup>1</sup> Records can be maintained electronically in the computer-aided facility management system.

## Appendix A: Definitions

**AHERA:** Asbestos Hazard Emergency Response Act (15 USC §§ 2641–2656).

**Asbestos:** Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered.

**Asbestos-containing material (ACM):** Any material containing more than 1 percent asbestos.

**Cal/OSHA:** California Division of Occupational Safety and Health

**Certified asbestos consultant:** An asbestos consultant certified by the Division of Occupational Safety and Health pursuant to 8 CCR § 1529(q).

**Competent person:** The Judicial Council consultant who is designated to identify asbestos hazards in the workplace and has the authority to correct them. This person must be qualified and authorized to ensure worker safety and health as required by Subpart C, General Safety and Health Provisions for Construction (29 CFR Part 1926.20).

**Containment:** The construction of a physical barrier between the asbestos materials and the rest of the property.

**Contractor:** The individual and/or legal entity and its subcontractors and employees of the contractor and subcontractor awarded the contract.

**EPA:** U.S. Environmental Protection Agency

**Form AMP 01 (“AMP form”):** An internal Judicial Council permit issued by the Environmental Health and Safety unit designed to monitor and regulate all work activities that could potentially disturb ACM in judicial branch facilities.

**Friable:** Any material that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

**Presumed asbestos-containing material (PACM):** Thermal system insulation and surfacing material presumed to contain asbestos-containing material although there has been no analysis of its actual asbestos content.

**Regulated asbestos-containing material (RACM):** Includes friable asbestos material; non-friable material that is subjected to sanding, grinding, cutting, or abrading (EPA Category I); and material containing greater than 1 percent asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand (EPA Category II).

**Removal:** The asbestos-containing material is removed from JCC buildings by qualified professionals and, if applicable, state-licensed and trained personnel and disposed of in a site specifically approved for asbestos.


**Service provider:** The JCC's contracted legal entity and its subcontractors and employees contracted to manage O&M work, perform renovations, and/or respond to emergency facility issues in judicial branch facilities.

**Temporary EPA ID Number:** A number issued to entities that do not routinely generate hazardous waste. The numbers are issued by the California Department of Toxic Substances Control.

**Thermal system insulation (TSI):** ACM applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.

## Appendix B: Asbestos Protocol and Containment Information

Figure 1. Asbestos Protocols Fact Sheet



JUDICIAL COUNCIL  
OF CALIFORNIA  
455 Golden Gate Avenue  
San Francisco, CA  
94102-3688  
Tel 415-865-4200  
TDD 415-865-4272  
Fax 415-865-4205  
www.courts.ca.gov

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### FACT SHEET

February 2020

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## Asbestos Protocols

### What is asbestos?

These naturally occurring fibrous minerals are found throughout the world, including California. Because it has heat-resistant and insulating properties, asbestos was commonly used in a wide range of manufactured products such as structural fireproofing, insulation, cement, plaster and textiles.

### How does asbestos get into the environment?

Asbestos exposure occurs when the fibers are airborne. Asbestos can be encapsulated and, therefore, the risk of exposure becomes low. Precautions are necessary when renovating, demolishing, removing, sanding or doing similar activities.

### Health Risks

Workers who inhale asbestos fibers, particularly over long periods of time, are at risk of:

- Asbestosis – scarring of lung tissue, making it difficult to breath
- Lung Cancer – smoking can greatly increase the risk
- Mesothelioma – cancer of the chest lining or abdominal cavity

### Regulations

There are two primary sets of rules. One set, developed and administered by the Environmental Protection Agency (EPA), was designated to protect the public. The other, by the California Occupational Safety and Health Administration (Cal OSHA), is directed toward protecting workers.

- The EPA regulations were established under the authority of the Clean Air Act. These rules are referred to as the Asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP). They cover work practices to be followed during renovation and demolition activities, and other activities involving the processing, handling and disposal of asbestos-containing materials.
- The Cal OSHA regulations 8 CCR §1529 and §5208, establish strict worker exposure limits and set our requirements for employers regarding exposure assessment, medical surveillance, recordkeeping and hazard communication.

*Asbestos Protocols*

Page 2 of 2

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### **Asbestos in JCC Facilities**

The JCC follows all asbestos regulations for safe work practices anytime work is performed in JCC facilities. When planning to disturb potential asbestos-containing materials, the JCC implements the following practices:

1. **Testing** – The only way to positively identify the presence or absence of asbestos is through laboratory analysis of building materials. Qualified personnel collect samples of the building materials and submit them to a laboratory for testing, prior to any work being performed.
2. **Containment** – If the sampled materials test negative for asbestos, containment is not necessary. If the sampled materials test positive for asbestos, qualified personnel must install a plastic containment around the work area and post signage indicating the asbestos danger. The area is sealed, the HVAC system serving that area is shut off, and the asbestos danger is contained within the sealed area. Containments can be installed immediately after an emergency event, such as a water leak, but prior to sampling of the affected building materials. This occurs to limit exposure before the test results are received.
3. **Abatement and Clearance** – Qualified personnel will remove or clean up asbestos containing material, as appropriate within the installed containment. Equipment or furniture that cannot be removed will be cleaned and covered during abatement work. After abatement work is complete, qualified personnel will test the containment's air quality to ensure it meets all regulatory safety standards.

**Contact:**

Judicial Council of California Environmental Health and Safety at [EHS@jud.ca.gov](mailto:EHS@jud.ca.gov)

**Additional resources:**

Asbestos Management, Judicial Council of California's Judicial Resources Network,

<https://jcn.courts.ca.gov/programs/riskmanage/rm-asbestos.htm>

United States Environmental Protection Agency,

<https://www.epa.gov/asbestos>

Cal/OSHA, State of California Department of Industrial Relations,

<https://www.dir.ca.gov/dosh/ACRU/ACRUinfo.htm>

California Air Resources Board, Asbestos NESHAP Program,

<https://ww2.arb.ca.gov/ourwork/programs/asbestos-neshap-program>



Figure 2. Asbestos Containment Information Sheet



JUDICIAL COUNCIL  
OF CALIFORNIA  
ADMINISTRATIVE DIVISION  
FACILITIES SERVICES

## Asbestos Containment Information Sheet

THIS CONTAINMENT IS INSTALLED TO PROTECT YOU FROM EXPOSURE TO ASBESTOS.

THIS CONTAINMENT COMPLIES WITH ALL REGULATIONS FOR THE PROPER HANDLING AND DISPOSAL OF ASBESTOS.

AUTHORIZED PERSONNEL ONLY.  
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED INSIDE THIS CONTAINMENT.

IF YOU SEE A TEAR IN THIS CONTAINMENT, **IMMEDIATELY** NOTIFY THE FACILITY MANAGER OR A SERVICE PROVIDER REPRESENTATIVE (FOR AFTER-HOURS NOTIFICATIONS CALL 1-888-225-3583).

### IMPORTANT SAFETY INFORMATION:

- Containments prevent asbestos from spreading to other areas during repairs.
- HVAC service has been shut off to this area.
- Containments are made of thick plastic and all joints and seams are taped to prevent particle movement out of the containment.
- This containment may have an interior decontamination chamber for asbestos workers use.
- Air quality will be tested for safety before this containment is removed.

FOR QUESTIONS, CONTACT YOUR FACILITY MANAGER.

## Appendix C: Forms and Procedures

Figure 3. Asbestos Work Permit (Form AMP 01)

**JUDICIAL COUNCIL OF CALIFORNIA  
ASBESTOS WORK PERMIT  
FORM AMP 01**

Asbestos Work Permit No.

The Asbestos Work Permit number is assigned by the Judicial Council Competent Person.

---

**Section 1.0**

The Judicial Council Competent Person is:

Mark Smith  
Forensic Analytical Consulting Services, Inc.  
2959 Pacific Commerce Drive  
Rancho Dominguez, CA 90221  
(310) 668-5629  
acmpermit@forensicanalytical.com

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**Section 2.0**

**Description of Overall Project**  
Describe the project that may result in the disturbance or removal of asbestos containing material (ACM) or assumed asbestos containing material (AACM). If an emergency scenario, briefly describe incident resulting in emergency:

---

**Section 3.0**

For the construction (or remediation) work described above provide the following information:

Service Work Order (SWO) Number:

Secondary SWO Number :

FM Number:

Contractor Name:

Designated Contractor Representative:

Designated Contractor Representative Email:

Designated Contractor Representative Phone Number:

**Section 4.0**

Provide location of work (court facility name, building, address, floor, room number(s) or general location description):

**Section 5.0**

Provide anticipated date(s) of work:

Start Date:

Completion Date:

**Section 6.0**

Provide description of ACM or AACM abatement work or recommended remediation actions:

If the asbestos survey approved by the Judicial Council Competent Person indicates that no ACM is presented or no ACM will be impacted by the project, skip to number 12.0.

**Section 7.0**

Description of work practices employed to minimize disturbance of ACM or AACM (from asbestos contractor's O&M Plan):

**Section 8.0**

Description of work practices to be employed to contain released fibers and to clean up the work area (from asbestos abatement contractor's O&M Plan):

**Section 9.0**

Description of personal protective equipment and procedures to be used to protect workers (from asbestos abatement contractor's O&M Plan):

**Section 10.0**

For the asbestos abatement contractor performing ACM or AACM remediation and/or containment work, provide the following information:

Contractor's Name

Contractor Representative Name:

Contractor Representative Email:

Contractor Representative Phone Number:

**Section 11.0**

Describe transportation and disposal of ACM Waste:

**Section 12.0**

Attach or reference the following documents if applicable to work performed:

- O&M Plan (to include any other project related work plans [example: Procedure 5 clean-up plan])
- Bulk sample report
- Copy of regulatory notice

**Section 13.0**

Provide the following project documents, when available/as applicable:

- Copy of regulatory notice revisions, if applicable
- Clearance test report
- Manifest
- Any final project reports, if applicable

Contractor Responsible for Contract Completion:

By:

Date:

Title:

**Figure 4. Priority 1 Asbestos Procedures**

### **Priority 1/Emergency Situation Environmental Health and Safety Procedure**

*If an unexpected incident occurs (i.e., fire, earthquake, water intrusion, or incidental contact) that damages or impacts materials in a court facility where asbestos-containing material (ACM) may be found, the service providers or Judicial Council personnel who initially respond to the event should contact the CSC (1-888-225-3583) immediately for notification to the appropriate level of Facilities Services management, the Environmental Health and Safety unit (EHS), and the Judicial Council competent person.*

#### **Immediate Action:**

1. **Service Provider (SP):** Shut down the facility's building infrastructure systems servicing the affected location.
2. **SP:** Treat all suspect materials as containing asbestos.
3. **SP & JCC Project Manager (JCC PM):** Follow the appropriate injury and illness prevention program (IIPP) guidance and wear appropriate personal protective equipment before entering the potentially affected location.
4. **SP:** Isolate and secure the location (no personnel without appropriate training and personal protective equipment may enter the location until the location has been cleared as having no exposure to ACM).
5. **SP:** Post appropriate signage.
6. **SP:** Protect undamaged property from further damage. [Note for JCC staff: refer to [Insurance Claim Process](#) for court property and insurance issues.]
7. **SP & JCC PM:** Notify responsible parties.
8. **JCC PM:** Issue a Priority 1 Service Work Order (SWO) to the service provider. (No SWO is issued to Forensic Analytical Consulting Services (FACS).)
9. **JCC PM:** Email [acmpermit@forensicanalytical.com](mailto:acmpermit@forensicanalytical.com) with details of suspected ACM disturbance. Indicate this is a Priority 1 and reference the service provider's SWO number. FACS should respond within one hour.

#### **Once Under Control:**

10. **SP:** Perform cleanup activities necessary to preserve the property from further damage (e.g., absorption of standing water in the event of water intrusion).
11. **SP:** Asbestos testing subcontractor may proceed with characterization (testing) of ACM under appropriate safety precautions as outlined in the service provider's approved O&M Plan and its IIPP.
12. **JCC PM:** The next alert cast update should indicate that ACM may be involved.
13. **SP or JCC PM:** If the SWO has the potential to impact ACM, a request for an Asbestos Work Permit (Form AMP 01) is required to detail the work plan. If the materials are assumed to be positive for ACM, without testing, indicate such on the Asbestos Management Permit (AMP) form. The person entering the SWO must complete sections 2.0 through 12.0, as applicable, on Form AMP 01 and submit it in electronic PDF format, along with the testing survey, to the

Judicial Council competent person at [acmpermit@forensicanalytical.com](mailto:acmpermit@forensicanalytical.com). If the same area is prone to recurring emergencies, such as a holding cell flooding, the same tests can be used, but a new AMP must be submitted for each occurrence.

14. **FACS:** Upon receipt of the completed Form AMP 01 and required documents, the Judicial Council competent person will log the asbestos work permit request into their database; review the Form AMP 01 and attached documentation to determine if additional information is needed; generate a unique asbestos work permit number on Form AMP 01; review any existing testing data for the affected area; and reply to the requestor's email with the following options:\*
- **Option 1:** FACS approves the Form AMP 01 and permits the remediation work to move forward **without** asbestos management (i.e., asbestos is not detected in the impacted materials); or
  - **Option 2:** FACS approves the Form AMP 01 and permits the work to move forward **with** asbestos management in accordance with appropriate safety precautions as outlined in the service provider's O&M Plan and IIPP (i.e., if surveyed levels are above permissible thresholds or the area is a known ACM environment). See *If ACM is Present* section for additional requirements; or
  - **Option 3:** FACS requires additional information to make a determination.

\* Note: There may be other hazards in addition to ACM, such as sewage, mold, etc. that should be considered during remediation and clearance.

#### **If ACM is Present:**

Based on the results from the laboratory analysis of the samples, if asbestos is detected, or there is an assumption that ACM is present, work will proceed under the following nonnegotiable conditions:

15. **SP:** Contract with an asbestos abatement contractor to perform the appropriate asbestos abatement work in a safe and legal manner with all regulatory requirements in place and the work executed according to the approved O&M plan and their IIPP.
16. **JCC PM:** Obtain from the service provider any pre-work ACM bulk sampling and analysis results from a National Voluntary Laboratory Accreditation Program accredited laboratory and make the information available to the Judicial Council competent person indicated on Form AMP 01.
17. **SP** (either directly or through its asbestos abatement contractor): Send proper notifications to the regulatory agencies with jurisdiction (i.e., Cal/OSHA, local APCD/AQMD) over asbestos-related abatement activities. For [Cal/OSHA](#), reference 8 CCR §§ 1529 and 341.6–341.14. For local APCD/AQMD requirements, visit the Air Pollution Control Districts page of the California Air Resources Board: <https://ww2.arb.ca.gov/air-pollution-control-districts>.
18. **SP:** Maintain any pre-work ACM bulk sampling and analysis at the jobsite for review by any regulatory bodies or court officers and employees.
19. **SP:** When the asbestos abatement work is complete, clearance air monitoring must be performed by a qualified person who is not employed by the service provider, general contractor, or the asbestos abatement contractor that performed the actual asbestos abatement work. Send the completed clearance air monitoring results to the Judicial Council competent person as indicated in section 13.0 on Form AMP 01.

20. **FACS:** Upon receipt of the clearance testing, the Judicial Council competent person will reply with one of the following options:
- Option 1: FACS approves the clearance test so that the containment can be dismantled and construction work can move forward;
  - Option 2: FACS rejects the clearance test and provides direction on what must be completed to obtain approval; or
  - Option 3: FACS approves a portion of the clearance test so that a portion of the containments can be dismantled and work can proceed.

**Waste Disposal:**

21. **SP:** Ensure that any asbestos-containing waste material generated from the abatement activities is disposed of in a safe and legal manner by contacting a registered asbestos waste hauler.
22. **SP or JCC PM:** Submit a SWO for an EPA ID Number Request (see [EPA ID Process](#)).
23. **EHS:** Generates a temporary EPA ID Number for the waste and notifies the requestor. The EPA ID Number is valid for 90 days from the date of issuance and there is a limit of five tons per year per facility of hazardous waste disposal.
24. **SP** (either directly or through its asbestos abatement contractor): Complete a Hazardous Waste Manifest form, to be signed by the authorized JCC staff. This document must travel with the asbestos waste from the point of generation, through transportation to the final treatment, storage, and disposal facility (TSDF). (Non-Hazardous Waste Manifests may be signed by the service provider). The “Site” address is the facility’s location. The “Generator” mailing address should always be:

Judicial Council of California  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833

**Project Completion:**

25. **SP or JCC PM:** Attach completed Form AMP 01 and all project documents to the Priority 1 SWO and close out as appropriate.

**Invoicing:**

26. **EHS:** Receives, validates, and approves FACS’ monthly Priority 1 invoice, which is paid from EHS funding. These invoices are **not** uploaded to the service provider’s SWO.



Figure 5. Priority 2–6 Under \$10K Asbestos Procedures

## Facilities Operations Process for Contracting With Forensic Analytical Consulting Services on Priority 2–6 Projects Under \$10K

1. **Contractor:** If scope of work will be disturbing anything that is “suspect” (i.e., not unpainted wood, glass, or metal), regardless of the building’s age, contractor will utilize a subcontractor to perform asbestos testing. Depending on the materials being disturbed, the contractor should include testing for other environmental hazards, including, but not limited to, lead, PCBs, and mold. Contractor notifies JCC Project Manager (JCC PM) about asbestos-containing material (ACM) testing. The contractor then fills out an Asbestos Management Permit (Form AMP 01) and submits it to the Judicial Council competent person at [acmpermit@forensicanalytical.com](mailto:acmpermit@forensicanalytical.com) along with any other supporting documentation. Testing and oversight costs should be considered when estimating the project in anticipation of the FMCC process and TCFMAC review. [Note: If the work is a Job Order affecting less than 100 square feet of asbestos-containing material (ACM), the Judicial Council presumes that the contractor is performing appropriate testing and/or handling via a registered Cal OSHA asbestos contractor. In alignment with air district regulations, notification to, or oversight by, the Judicial Council competent person is not required for jobs affecting less than 100 square feet of ACM.]
2. **Forensic Analytical Consulting Services (FACS):** Generates a proposal and emails to JCC PM for review.
3. **JCC PM:** Accepts proposal by developing a supplementary SWO for FACS and attaching proposal. CSC sends SWO to FACS.\*
4. **JCC PM:** Sends an email to notify FACS, CSC, and contractor that there is a FACS supplemental SWO in CAFM. Copy Robert Cresswell to encumber funds to the contract at [Robert.Cresswell@jud.ca.gov](mailto:Robert.Cresswell@jud.ca.gov).
5. **FACS:** “Accepts” SWO and puts “In Work.”
6. **FACS:** Upon receipt of the completed Form AMP 01 and supporting documents, the Judicial Council competent person will log the asbestos work permit request into their database; review the Form AMP 01 and attached documentation to determine if additional information is needed; generate a unique asbestos work permit number on Form AMP 01; review any existing testing data for the affected area; request clarification or additional documentation as needed; and reply to the requestor’s email with the following options (once any deficiencies in the project documentation have been adequately addressed):
  - **Option 1:** The asbestos survey indicates no presence of ACM and the Judicial Council competent person approves the Form AMP 01. After this approval, work may proceed without asbestos management protocols.
  - **Option 2:** If the asbestos survey indicates the work area has tested positive for ACM, the Judicial Council competent person will verify the results and the abatement plan and approve the Form AMP 01. See *If ACM is Present* section for additional requirements.

\* If this is a Court-Funded Request (CFR), JCC PM must ensure court is aware of, and has approved of, FACS administrative oversight costs.

### If ACM is Present:

Based on the results from the laboratory analysis of the samples, if asbestos is detected, or there is an assumption that ACM is present, work will proceed under the following nonnegotiable conditions:

7. **Contractor:** Hires asbestos abatement contractor to perform the appropriate asbestos abatement work in a safe and legal manner with all regulatory requirements in place.
8. **Contractor** (either directly or through its asbestos abatement contractor): Sends proper notifications to the regulatory agencies with jurisdiction (i.e., Cal/OSHA, local APCD/AQMD) over asbestos-related abatement activities. For [Cal/OSHA](#), reference 8 CCR §§ 1529 and 341.6–341.14. For local APCD/AQMD requirements, visit the Air Pollution Control Districts page of the California Air Resources Board: <https://ww2.arb.ca.gov/air-pollution-control-districts>.
9. **Contractor:** Maintains any pre-work ACM bulk sampling and analysis at the jobsite for review by any regulatory bodies or court officers and employees.
10. **Contractor:** Notifies FACS when abatement work is completed. Clearance air monitoring must be performed by a qualified person who is not employed by the service provider, general contractor, or the asbestos abatement contractor that performed the actual asbestos abatement work. Send the completed clearance air monitoring results to the Judicial Council competent person as indicated in section 13.0 on Form AMP 01.
11. **FACS:** Upon receipt of the clearance testing, the Judicial Council competent person will reply with one of the following options:
  - **Option 1:** FACS approves the clearance test so that the containment can be dismantled and construction work can move forward;
  - **Option 2:** FACS rejects the clearance test and provides direction on what must be completed to obtain approval; or
  - **Option 3:** FACS approves a portion of the clearance test so that a portion of the containments can be dismantled and work can proceed.
12. **Contractor:** Attaches the clearance report to the main FM SWO and adds a Job Status Note. Contractor or JCC PM notifies court of clearance and containment removal.

### Waste Disposal:

13. **Contractor:** Ensure that any asbestos-containing waste material generated from the abatement activities is disposed of in a safe and legal manner by contacting a registered asbestos waste hauler.
14. **Contractor or JCC PM:** Submit a SWO for an EPA ID Number Request (see *EPA ID Process*).
15. **EHS:** Generates a temporary EPA ID Number for the waste and notifies the requestor. The EPA ID Number is valid for 90 days from the date of issuance and there is a limit of five tons per year per facility of hazardous waste disposal.
16. **Contractor** (either directly or through its asbestos abatement contractor): Complete a Hazardous Waste Manifest form, to be signed by the authorized JCC staff. This document must travel with the asbestos waste from the point of generation, through transportation to the final treatment, storage, and disposal facility (TSDf). (Non-Hazardous Waste Manifests may be signed by the service provider). The “Site” address is the facility’s location. The “Generator” mailing address should always be:

Judicial Council of California  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833

**Invoicing:**

17. **FACS:** Sends monthly invoice to central email inbox and adds appropriate JSNs to invoiced SWOs. Only SWOs with a final invoice will be put in “Completed – Awaiting Invoice” status. **EHS Analyst** performs initial validation and then sends individual sub-invoices to JCC PMs.
18. **JCC PM:** Replies to EHS Analyst with approval/clarification needed; posts invoice costs, uploads invoice pages to SWO, and closes SWO (if it is a “final” invoice).

Figure 6. Priority 2–6 Over \$10K Asbestos Procedures

### Facilities Operations Process for Contracting With Forensic Analytical Consulting Services on Priority 2–6 Facility Modifications Over \$10K

1. **Contractor:** Develops a project scope and submits a Service Work Order (SWO) for an FM or JO to FM conversion. If the total project value, including any foreseeable environmental work, will exceed \$10,000, the JCC Project Manager (JCC PM) reviews the FM SWO and engages Forensic Analytical Consulting Services (FACS) by submitting the scope of work and any supporting documentation (descriptions, maps, layouts, pictures, etc.) to [acmpermit@forensicanalytical.com](mailto:acmpermit@forensicanalytical.com).
2. **FACS:** Generates a proposal and emails to JCC PM for review, generally within 72 hours.
3. **JCC PM:** Reviews proposal and, if acceptable, attaches the proposal to the main FM SWO and increases the total estimated cost to include environmental consulting costs, in advance of the FMCC process and advisory committee review or approval.\*
4. **JCC PM:** Creates, after FMCC review completion, a supplemental SWO for FACS based on proposal and notifies, via email, FACS, CSC, and contractor that the supplemental SWO has been created, with a copy to Robert Cresswell ([Robert.Cresswell@jud.ca.gov](mailto:Robert.Cresswell@jud.ca.gov)) to encumber funds to contract and EHS at [EHS@jud.ca.gov](mailto:EHS@jud.ca.gov). CSC sends SWO to FACS.
5. **FACS:** “Accepts” SWO and puts “In Work.”
6. **FACS:** Produces requested deliverables (testing, report, etc.) and attaches to FACS SWO, communicating findings to contractor and JCC PM.
7. **Contractor** (either directly or through its asbestos abatement contractor): Fills out Asbestos Work Permit (Form AMP 01), regardless of ACM detection, and submits to FACS for approval, along with any supporting documentation.
8. **FACS:** Upon receipt of the completed Form AMP 01 and supporting documents, FACS will log the asbestos work permit request into their database; review the Form AMP 01 and attached documentation to determine if additional information is needed; generate a unique asbestos work permit number on Form AMP 01; review any existing testing data for the affected area; request clarification or additional documentation as needed; and reply to the requestor’s email with the following options:
  - **Option 1:** The asbestos survey indicates no presence of ACM and FACS approves the Form AMP 01. After this approval, work may proceed without asbestos management protocols.
  - **Option 2:** If the asbestos survey indicates the work area has tested positive for ACM, FACS will verify the abatement plan and approve the Form AMP 01. FACS may recommend abatement monitoring. FACS will submit for a cost increase if monitoring is needed.\* See *If ACM is Present* section for additional requirements.
9. **Contractor:** Attaches the AMP to their main FM SWO.

\* If this is a Court-Funded Request (CFR), JCC PM must ensure court is aware of, and has approved of, hazardous materials testing and abatement costs.

**If ACM is Present:**

10. **Contractor** (either directly or through its asbestos abatement contractor): Sends proper notifications to the regulatory agencies with jurisdiction (i.e., Cal/OSHA, local APCD/AQMD) over asbestos-related abatement activities. For [Cal/OSHA](#), reference 8 CCR §§ 1529 and 341.6–341.14. For local APCD/AQMD requirements, visit the Air Pollution Control Districts page of the California Air Resources Board: <https://ww2.arb.ca.gov/air-pollution-control-districts>. Typically, APCD/AQMD notifications are required 10 days in advance, but specific requirements differ across the state.
11. Abatement contractor performs abatement work as approved in Form AMP 01.
12. **Contractor:** Notifies FACS when abatement work is completed so that FACS may perform the clearance testing.
13. **Contractor:** Maintains any pre-work ACM bulk sampling and analysis at the jobsite for review by any regulatory bodies or court officers and employees.
14. **FACS:** Performs testing, drafts report, and emails it to JCC PM and interested parties (i.e., contractor, court, EHS, etc.). FACS will also authorize when containments may be dismantled and renovation work may proceed.
15. **Contractor:** Attaches the clearance report to the main FM SWO and adds a Job Status Note. The contractor or JCC PM notifies court of clearance and containment removal.

**Waste Disposal:**

16. **Contractor:** Ensure that any asbestos-containing waste material generated from the abatement activities is disposed of in a safe and legal manner by contacting a registered asbestos waste hauler.
17. **Contractor or JCC PM:** Submit a SWO for an EPA ID Number Request (see *EPA ID Process*).
18. **EHS:** Generate a temporary EPA ID Number for the waste and notifies the requestor. The EPA ID Number is valid for 90 days from the date of issuance and there is a limit of five tons per year per facility of hazardous waste disposal.
19. **Contractor** (either directly or through its asbestos abatement contractor): Complete a Hazardous Waste Manifest form, to be signed by the authorized JCC staff. This document must travel with the asbestos waste from the point of generation, through transportation to the final treatment, storage, and disposal facility (TSDF). (Non-Hazardous Waste Manifests may be signed by the service provider). The “Site” address is the facility’s location. The “Generator” mailing address should always be:

Judicial Council of California  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833

**Invoicing:**

20. **FACS:** Sends monthly invoice to central email inbox and adds appropriate JSNs to invoiced SWOs. Only SWOs with a final invoice will be put in “Completed – Awaiting Invoice” status. EHS Analyst performs initial validation and then sends individual sub-invoices to JCC PMs.
21. **JCC PM:** Replies to EHS Analyst with approval/clarification needed; posts invoice costs, uploads invoice pages to SWO, and closes SWO (if it is a “final” invoice).

## Figure 7. Priority 1 Checklist

### Asbestos Process Checklist for Priority 1 Emergency Activities

#### A – Initial Response Activities

- (1) All involved parties follow emergency response protocols.
- (2) Service Provider (SP) authorizes environmental health testing as soon as possible.
- (3) SP and/or FOS/FMA email Forensic Analytical Consulting Services (FACS) at [acmpermit@forensicanalytical.com](mailto:acmpermit@forensicanalytical.com) with all hazardous material details of the Priority 1 event; include the SP's SWO. Follow up with a call if FACS has not responded within one hour.
- (4) SP or FOS/FMA email test results to FACS for administrative oversight. [JCC staff may opt to utilize FACS for testing on large-scale or complex emergencies instead of the SP's subcontractor.]
- (5) SP provides job status to FACS and attaches all testing results to SWO in CAFM.
- (6) SP completes Asbestos Work Permit (Form AMP 01) regardless of ACM detection and submits to FACS. If materials are assumed to be positive for ACM without testing, indicate such on the AMP form.

#### B – Post-Testing – No ACM

- IF THE SURVEY SHOWS NO PRESENCE OF ACM:** FACS approves the AMP form if no other clarifications are needed. Upon approval, work may proceed without asbestos management protocols. [End of Process]

#### C – Post-Testing – ACM Present

- (1) **IF THE SURVEY SHOWS THE WORK AREA TESTED POSITIVE FOR ACM:** SP provides abatement plan from abatement contractor (or asbestos consultant). FACS verifies the abatement plan and approves the AMP form if no other clarifications are needed. [Continue through remaining steps.]
- (2) SP or abatement contractor sends all required notifications to regulatory agencies (i.e., Cal OSHA and appropriate AQMD/APCD).
- (3) Contractor provides clearance testing to FACS after abatement work (or phase) is done.
- (4) FACS approves clearance testing and authorizes when containments can be dismantled, and renovation work can proceed.
- (5) Notify Court of clearance and containment removal.
- (6) Request an EPA ID for hazardous waste removal and sign manifest upon waste pickup (see *EPA ID Process* for more details).

For more detailed instructions, see the Priority 1 Asbestos Procedure located [here](#).

For additional assistance, contact the JCC's Environmental Health and Safety unit at [EHS@jud.ca.gov](mailto:EHS@jud.ca.gov).

## Figure 8. Priority 2–6 Checklist

### Asbestos Process Checklist for Priority 2–6 Facility Modifications

- For Facility Modifications (FMs) over \$10,000, utilize Forensic Analytical Consulting Services (FACS) for all testing.
- For FMs under \$10,000, utilize the SP's environmental health subcontractor for all testing. FACS provides administrative oversight.

#### A – Work Development

- (1) Service Provider or FOS/FMA emails FM scope of work and any supporting documentation (descriptions, maps, layouts, pictures, etc.) to FACS at [acmpermit@forensicanalytical.com](mailto:acmpermit@forensicanalytical.com).
- (2) FOS/FMA reviews FACS's proposal. If it is acceptable, add its cost to main FM SWO in advance of FMCC process and advisory committee review or approval. If the proposal is not acceptable, contact FACS for discussions. Note: For Court-Funded Requests, ensure the Court is aware of and has approved environmental and oversight costs.
- (3) FOS/FMA creates a supplemental SWO for FACS and encumbers funds.
- (4) FOS/FMA ensures environmental testing is performed by appropriate contractor (FACS or SP's contractor) and deliverables are attached to the SWO.
- (5) SP or contractor completes Asbestos Work Permit (Form AMP 01), regardless of ACM detection, and submits to FACS.

#### B – Post-Testing – No ACM

- IF THE SURVEY SHOWS NO PRESENCE OF ACM:** FACS approves the AMP form if no other clarifications are needed. Upon approval, work may proceed without asbestos management protocols. [End of Process]

#### C – Post-Testing – ACM Present

- (1) **IF THE SURVEY SHOWS THE WORK AREA TESTED POSITIVE FOR ACM:** Abatement contractor (or asbestos consultant) provides abatement plan. FACS approves the abatement plan and approves the AMP form if no other clarifications are needed. [Continue through remaining steps.]
- (2) Contractor sends all required notifications to regulatory agencies (i.e. Cal OSHA and appropriate AQMD/APCD).
- (3) Contractor provides clearance testing to FACS after abatement work (or phase) is done.
- (4) FACS approves clearance testing and authorizes when containments can be dismantled, and renovation work can proceed.
- (5) Notify court of clearance and containment removal.
- (6) Request an EPA ID Number for hazardous waste removal and sign manifest upon waste pickup (see *EPA ID Process* for more details).

For more detailed instructions, see the Priority 2–6 Asbestos Procedures located [here](#) (over \$10K) or [here](#) (under \$10K).

For additional assistance, contact the JCC's Environmental Health and Safety unit at [EHS@jud.ca.gov](mailto:EHS@jud.ca.gov).

## Appendix D: EPA ID Process

Figure 9. How to Request a Temporary EPA ID Number for Hazardous Waste Disposal



JUDICIAL COUNCIL  
OF CALIFORNIA

### How to Request a Temporary EPA ID Number for Hazardous Waste Disposal

All hazardous waste disposal requires a temporary EPA ID number, which provides you 90 days to collect and dispose of the waste. Request a number by generating a SWO that goes to the Environmental Health & Safety (EHS) unit. The request **must** be a separate SWO. It is for tracking purposes only and no costs will be applied to it.

The Facilities Services person assigned to manage the cleanup effort is directly responsible for ensuring 100% compliance with this requirement. Note that temporary EPA ID numbers are site-specific and may already have an existing number requested for another project. EHS will advise you on existing numbers, but you will still be bound to the existing 90-day deadline. You must follow these steps if the temporary number has expired and you still require waste disposal. Please note that you may not accumulate hazardous waste on site for more than 90 days.

To request a temporary EPA ID, follow the steps below:

1. In CAFM: Open a new SWO (Do not include this request as part of a project SWO. It must be a new and separate SWO):
  - Select the "Utilities" request type to generate the CAFM New Maintenance Request form.
  - Enter all building information including the location of the work. For the question: "What is the estimated Cost of Work?" select \$2000 or less.
  - For the question: "How Quickly Must the Service Provider Respond?" select the same Priority as the baseline effort. If your project is a:
    - Priority 1: Select "1 – Less than Two Hours"
    - Priority 2: Select "2 – Two to Four Hours"
  - Fill in "Describe the Problem to be Resolved" with "EPA ID Number Request."
  - Fill in "Additional Description" with "Hazardous waste disposal related to (insert project description, including facility ID)." Include the type of hazardous waste and any other relevant information.
  - Under "Additional Description" also include the related FM or JO number by typing "This is a supplemental SWO for FM-XXXXXXX." or "This is a supplemental SWO for JO SWO XXXXXXX."
2. If your disposal includes asbestos, you must attach a completed Judicial Council Asbestos Work Permit. The work permit can be found at: [G:\OCCM\Risk Management\Asbestos Management\02 - Manual\Asbestos Work Permit Management Manual\\_FINAL.pdf](G:\OCCM\Risk Management\Asbestos Management\02 - Manual\Asbestos Work Permit Management Manual_FINAL.pdf). Asbestos related manifests will not be signed without a completed JCC Asbestos Work Permit.
  - a) Save the file as a pdf and name it "EPA Facility ID Asbestos Work Permit Month Year."



*Ex: EPA 19-J1 Asbestos Work Permit Jan 2019.pdf*

b) Upload the file by clicking on “Click to Submit Attachment(s)” found on the left-hand side of the New Maintenance Request Form screen.

3. Your SWO will go to the Judicial Council’s Customer Service Center (CSC). CSC will change the work type from JO to Planning, the due date will be changed to 90 days from date released and forwarded to the appropriate Service Provider or JCC staff person and an email will automatically be sent to [ehs@jud.ca.gov](mailto:ehs@jud.ca.gov) as seen below:



Notifications Sent		
Details	1 total found	Show 10
Notification Subject	Date Sent	Internal Recipient
<input type="checkbox"/> New Maintenance Request	12/10/2018 12:13:53	Environmental Health & Safety Mailbox EHS eMAIL In

4. Within three business days, EHS will generate a temporary EPA ID number and note the number and important instructions in your SWO. EHS will also send you an email with this information.
  - If there is an existing, unexpired temporary EPA ID number for the site, EHS will inform you at this time.
  - If the number has expired, but you still need to dispose of waste, you can request a new number, following the steps above. A new SWO number, rather than reusing the same SWO helps ensure accurate tracking and reporting.
5. Have your hazardous waste disposal contractor complete all manifests using this Temporary EPA ID Number (Box #1 on the manifest(s)). Make sure the disposal contractor uses the name/address below for the Generator’s Name and Mailing Address (Box #5 on the manifest). This is different from the Generator’s Site Address.

**Generator’s Name and Mailing Address:**

Judicial Council of California  
ATTN: Shirley Savage  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
888-225-3583

6. Once your disposal company has filled out Boxes 1-14 on the manifest, the FMA/FOS or JCC PM needs to sign Box 15, ensuring information complies with federal and state regulation.
7. Your hazardous waste disposal contractor must dispose of **all** hazardous waste using the signed manifest(s). These manifest(s) (there may be more than one) are not final until they are signed through the point of disposal.

8. If you used the correct address (Generator's Name and Mailing Address) noted in step 5 above, EHS will receive the final manifests, signed through the point of disposal ("cradle to grave").
9. The final, signed manifest(s) must be received from the disposal facility within 35 days of waste shipment. When received, EHS will review and recommend SWO closure with the following JSN: "EHS: Approved for closure."

Questions? Please contact any of the following EHS staff members:

- Hilda Iorga at (916) 263-1541 or [Hilda.Iorga@jud.ca.gov](mailto:Hilda.Iorga@jud.ca.gov)
- Shirley Savage at (916) 643-4605 or [Shirley.Savage@jud.ca.gov](mailto:Shirley.Savage@jud.ca.gov)
- Jerry Ripperda at (916) 263-8865 or [Jerry.Ripperda@jud.ca.gov](mailto:Jerry.Ripperda@jud.ca.gov)

**EXHIBIT F**

**Internal Background Check Policy**

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**Facilities Services’ Contractor Clearance Program**

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

Contact: Facilities Services office’s Emergency Planning and Security Coordination Unit (EPSCU)

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). In addition, access to other restricted areas as defined in this policy require adherence to this policy.

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- What is the policy? ..... 2
  - Definition of Contractor ..... 2
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  - Applicants Suitable for Unescorted Access to Restricted Areas ..... 5
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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 EPSCU 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 EPSCU procedure.

### Definition of Contractor

For the purposes of this policy and related EPSCU 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. EPSCU 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.
3. are areas within the Facility that are not generally accessible to the public, including (i) 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, and (ii) public areas of a Facility during non-business hours that are subject to security screening during normal business hours.

The definition of Restricted Area also applies to areas where CLETS information can be discussed, or 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.<sup>1</sup>

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.<sup>2</sup> The council's Executive Office delegated to EPSCU oversight of background checks for non-council employees working under contract with the council in Restricted Areas. EPSCU worked with the CA DOJ and several council offices to define Restricted Areas, establish a 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 EPSCU's services when needed. As part of the initial set-up process, they will be required to provide EPSCU the following:

- A project code for chargeback of CA DOJ billing costs;
- A designated council contact or Contractor contact; and
- A designated council authorizer (ideally a manager or supervisor).

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<sup>1</sup> 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.Rosa@jud.ca.gov](mailto:Nicole.Rosa@jud.ca.gov).

<sup>2</sup> 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*.

EPSCU 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.

EPSCU will send the EPSCU program 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 EPSCU with the following:

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

EPSCU 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. EPSCU 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?**

EPSCU 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. EPSCU 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, EPSCU will notify the council contact(s) and Contractor contact(s), as applicable. EPSCU will delete the criminal record results.

If not already submitted, the council contact or Contractor contact must provide EPSCU 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, EPSCU must also have the council authorizer's approval for a badge, via a signed badge form or e-mail approval.

EPSCU 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, EPSCU 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. EPSCU 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](http://oag.ca.gov/fingerprints/security_faq).

EPSCU 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 authorizer wants EPSCU to re-evaluate, the Applicant will have to be re-fingerprinted.

#### **Subsequent Arrests**

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

If EPSCU is notified of a Contractor's arrest, it may reevaluate the person's suitability for unescorted access to Restricted

Areas. EPSCU 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, EPSCU 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. EPSCU 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 council contact or Contractor contact may ask the council authorizer to request an exception from EPSCU. 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. EPSCU will send the council contact or 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](http://www.courts.ca.gov) (specifically, the *Figuring out your options* section under *Cleaning Your Criminal Record*).

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

## **WHAT IS THE BADGING PROCESS?**

### **Badge Issuance**

EPSCU issues badges to Applicants suitable for unescorted access to restricted areas. These green badges help identify Contractors who have been deemed suitable by EPSCU 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 EPSCU 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 EPSCU Badge Room to complete the required form and have a photograph taken.

### **Badge Replacement**

EPSCU replaces lost, stolen, and damaged badges. The council contact or Contractor contact must notify EPSCU when a replacement badge is necessary.

### **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 EPSCU, collect the Contractor's badge, and return it to EPSCU. EPSCU 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

EPSCU 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 EPSCU for current versions of the following documents:

- Memo to contacts summarizing EPSCU program 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](http://oag.ca.gov/fingerprints/security_faq)

**END OF EXHIBIT**

**EXHIBIT G  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**WORKERS' COMPENSATION CERTIFICATION**

Contractor's Workers' Compensation Certification that has been provided by Contractor in the execution of this Contract, and accepted by the Judicial Council, is hereby deemed incorporated into this **Exhibit G** by this reference.

*[END OF EXHIBIT G]*

**EXHIBIT H  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

Contractor's and all Subcontractors' Prevailing Wage and Related Labor Requirements Certifications required in accordance with the Contract including, without limitation, under an authorized Work Order for a Project which have been provided by Contractor, and accepted by the Judicial Council, are hereby deemed incorporated into this **Exhibit H** by this reference.

*[END OF EXHIBIT H]*

EXHIBIT I  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES

**DVBE PARTICIPATION FORM**

Contractor Name: \_\_\_\_\_  
Contract Name Title: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

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 (“DVBE Project Goal”). The Contractor must document its DVBE compliance with the DVBE Project Goal by completing this DVBE Participation Form as required by the Contract or otherwise requested by the Judicial Council. The DVBE Project Goal and the Judicial Council’s compliance requirements are subject to revision.

**Complete Parts A & B**

To identify a firm’s Tier, use the following numbering for contractor tiers:

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

**PART A – COMPLIANCE WITH DVBE**

**FIRM**

Company Name: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
Claimed Value: DVBE \$ \_\_\_\_\_  
Percentage of Total Contract Amount: DVBE \_\_\_\_\_ %

**SUBCONTRACTORS/SUB-SUBCONTRACTORS/PROPOSERS/SUPPLIERS**

1. Company Name: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
Claimed Value: DVBE \$ \_\_\_\_\_  
Percentage of Total Contract Amount: DVBE \_\_\_\_\_ %

2. Company Name: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
Claimed Value: DVBE \$ \_\_\_\_\_  
Percentage of Total Contract Amount: DVBE \_\_\_\_\_ %

3. Company Name: \_\_\_\_\_  
Nature of Work: \_\_\_\_\_ Tier: \_\_\_\_\_  
Claimed Value: DVBE \$ \_\_\_\_\_  
Percentage of Total Contract Amount: DVBE \_\_\_\_\_ %

GRAND TOTAL: DVBE \_\_\_\_\_ %

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

NAME OF FIRM \_\_\_\_\_

SIGNATURE OF PERSON SIGNING FOR FIRM \_\_\_\_\_

NAME (PRINTED) OF PERSON SIGNING FOR FIRM \_\_\_\_\_

TITLE OF ABOVE-NAMED PERSON \_\_\_\_\_

DATE \_\_\_\_\_

**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 as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in California Code of Regulations, Title 2, section 1896.61, and Military and Veterans Code, section 999.

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

NAME OF FIRM \_\_\_\_\_

SIGNATURE OF PERSON SIGNING FOR FIRM \_\_\_\_\_

NAME (PRINTED) OF PERSON SIGNING FOR FIRM \_\_\_\_\_

TITLE OF ABOVE-NAMED PERSON \_\_\_\_\_

DATE \_\_\_\_\_

*[END OF DVBE PARTICIPATION FORM]*

**EXHIBIT J**  
**TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**PAYMENT AND PERFORMANCE BOND**

All payment bonds and performance bonds required in accordance with the Contract including, without limitation, under an authorized Work Order for a Project which are provided by Contractor, and accepted by the Judicial Council, are hereby deemed incorporated into this **Exhibit J** by this reference.

*[END OF EXHIBIT J]*

**EXHIBIT K  
TO MASTER AGREEMENT FOR ID/IQ CONSTRUCTION SERVICES**

**CONTRACTOR'S INSURANCE DOCUMENTS**

All certificates of insurance required in accordance with the Contract including, without limitation, per the general terms of the Contract and/or the specific terms of an authorized Work Order for each Project which are provided by Contractor, and accepted by the Judicial Council, are hereby deemed incorporated into this **Exhibit K** by this reference.

*[END OF EXHIBIT K]*