JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AMENDMENT COVERSHEET – UNILATERAL (rev 07-10-14)

MASTER AGREEMENT	AMENDMENT NUMBER
MA-SF201902	**3**
	FEDERAL EMPLOYER ID NUMBER
	80-0917464

1. All capitalized terms not defined in this option amendment to the (the "Amendment") have the meanings given to them in the Master Agreement referenced above. As set forth in the Agreement, the term "Contractor" refers to **GDS Moving & Installation Inc.** and the term "Establishing Judicial Branch Entity" or "Establishing JBE" refers to the **Judicial Council of California**.

2. The title of the Agreement: **Master Agreement for Sacramento Moving and Installation Services.**

3. This Amendment becomes effective on **July 1, 2021.**

4. The Parties agree to amend the Agreement as follows:
   A. The purpose of this Amendment is to exercise the 2nd year option term, and to revise Appendix A, Section 2, Estimated Scheduled Moved Dates for the JBE's, Table 1.
   B. Contractor will continue to perform Moving and Installation Services for the Judicial Council Sacramento office, as indicated in Appendix A, Section 2(2.1)(A)(B).
   C. Appendix A, Services Revision No. 2, is hereby deleted in its entirety and replaced with **Appendix A, Services, Revision No. 3**, attached hereto and incorporated herewith.
   D. As further set forth in Appendix B, Payment Provisions, the total amount the Judicial Council may pay the Contractor under the Agreement, as amended, is unchanged and remains the same.
   E. The expiration date of the Agreement is hereby changed from **June 30, 2021 to June 30, 2022.**

5. Except as provided in this Amendment, all terms and conditions of the original Agreement (as previously amended, if applicable) remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	**CONTRACTOR'S SIGNATURE**
JUDICIAL COUNCIL OF CALIFORNIA	CONTRACTOR'S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)* **GDS MOVING & INSTALLATION INC.**
BY *(Authorized Signature)* Christine Anderson Powlan	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING **Christine Powlan, Facilities Contracts Supervisor**	PRINTED NAME AND TITLE OF PERSON SIGNING Pedro Sevilla / Sales Representative
DATE EXECUTED 06/21/2021	DATE EXECUTED June 15th, 2021
ADDRESS **Attn: Procurement** **Branch Accounting and Procurement |** **Administrative Division** **455 Golden Gate Avenue, 6th Floor** **San Francisco, CA 94102-3688**	ADDRESS **Attn: Gabriel Guerrero Jr., CEO** **4391 Pell Drive Ste. A** **Sacramento, CA 94838**

APPENDIX A
Services
Revision No. 3

1. Background, Purpose, and Ordering.

1.1 This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. "Work" shall mean the Services and Deliverables as further described in **Sections 2** below. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of orders.

1.2 The Establishing JBE and other Participating Entities shall have the right to place orders under this Agreement for any of the Work. A Participating Entity may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Appendix E to this Agreement ("Participating Addendum"). For the Establishing JBE, no additional participation addendum is necessary. Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a Participating Entity, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.

1.3 Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the Participating Entity signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement and where there is a conflict between the Agreement and Participating Addendum, the terms of the Agreement shall take precedence; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of each Participating Addendum between the Contractor and a Participating Entity.

1.4 The ***Establishing JBE***, or under a Participating Addendum a Participating Entity, may at its option place orders for the Services using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Subject to the foregoing, the Participating Addendum shall be deemed to include such purchase orders.

1.5 The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach

1.6 under any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

1.7 This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

2. Services and Deliverables. ***[Revised]***

2.1 Description of Services and Deliverables. As ordered by each JBE under a Participating Addendum, Contractor shall perform the following services ("Services") for the JBEs.

A. Provide moving and installation services of office furniture and equipment for the Judicial Branch Entities as well as assistance with special projects, such as taking obsolete furniture offsite, on an as-needed basis. The Judicial Branch Entities include:

- The Judicial Council of California: 2850 Gateway Oaks Drive, Sacramento
- The Judicial Council of California: 2860 Gateway Oaks Drive, Sacramento
- The Judicial Council of California: 520 Capital Mall, Suite 600, Sacramento
- The Court of Appeal, Third Appellate District: 914 Capitol Mall, Sacramento
- The Appellate Mediation Center: 2890 Gateway Oaks Drive, Suite 210, Sacramento

B. Provide a crew of two (2) movers for a four (4) hour workday (between 8:00 A.M to 5:00 P.M) workday, **twelve (12) times a year.** Additional dates throughout the year may be needed for special projects. Work dates will be scheduled once monthly as outlined in **Table 1** below. ***These dates are tentative and must be confirmed with two-week notice provided to the Contractor.*** Work will be done on the following scheduled days. ***[Revised]***

2021/2022
Estimated Scheduled Move Dates for the JBEs
Table 1 ***[Revised]***

Wednesday	***July 7, 2021***
Wednesday	***August 4, 2021***
Wednesday	***September 1, 2021***
Wednesday	***October 6, 2021***
Wednesday	***November 3, 2021***
Wednesday	***December 1, 2021***
Wednesday	***January 5, 2022***
Wednesday	***February 2, 2022***
Wednesday	***March 2, 2022***
Wednesday	***April 6, 2022***
Wednesday	***May 4, 2022***
Wednesday	***June 1, 2022***

C. Move freestanding furniture, install keyboard tray platforms, and some removal and installation of work surfaces and storage components for systems furniture.

D. Staff moves including moving, disconnecting, and reconnecting standard peripheral equipment such as:
- Monitors, keyboard, mouse, printers, CPU docking stations and various other peripheral equipment;
- Installation of computers including connections to power and data resulting in a "prompt" screen; and;
- Installation of phones at desktop. The JBEs will be responsible for inside wiring and programming.

E. Other services to be provided:
- Installation of ergonomic equipment;
- Installation of office equipment including but not limited to computers, printers & telephones;
- Move and/or set up offices, conference rooms, storage rooms, and the like;
- Assembly of chairs and small pieces of furniture;
- Hang items in offices/open areas;
- Seismic attachment of freestanding furniture over 60" high (i.e. bookcase); and
- Various miscellaneous tasks that may arise on "Move Day."

F. Provide assistance to JBEs staff including the JBEs move coordinator, project manager, telecom specialist, Information Services Helpdesk as needed to complete moving projects.

G. Minor furniture repair, hanging marker boards and framed pictures.

H. Contractor will be required to bring in the appropriate equipment, workers or truck to complete the requested tasks.

I. Contractor will be required to sweep or vacuum floor as needed after move work or assembly of furniture.

J. Provide all moving materials (labels, boxes, etc.).

2.2 Requirements and Liabilities

A. All Workers must complete a sign-in sheet before beginning work.

B. Each of the participating JBEs will have a designated Project Manager. Prior to each scheduled move, the Contractor will be required to provide a quote per fees in Exhibit B of the master agreement, to the requesting JBE Project Manager for each move date based on the list of move work requested. A purchase order will then be created based on the quote for each move date.

C. Contractor must adhere to specific list of move work provided by the JBEs Project Manager and do not conduct any move work requested by other JBEs staff without permission from the JBEs Project Manager or move coordinator contact.

D. Contractor must be flexible in case of urgent requests.

E. All move staff must wear identifiable shirts, hats, etc. to clearly distinguish them as working staff. **All move staff are subject to complete internal background investigations.**

F. Contractor must not outsource of any services without written approval from the JBEs Project Manager.
- A Project Manager will be designated for each JBE, respectively.

G. Contractor must have the ability to work with the building managers and must abide by rules and regulations of the building management and building's moving policy and loading dock specifications, listing hours of access and restrictions on types of vehicles admitted to the loading dock, is included as **Attachment 2**.

H. Contractor shall have insurance to cover damages for any possible loss or damage while property is under the protection of the Contractor as well as for damage to any fixed property. Contractor shall be responsible for the satisfactory repair, or replacement (at the option of the JBEs) of any property that is lost, damaged or stolen while in Contractor's custody and for the satisfactory repair of any damage to buildings or grounds.

I. Contractor must provide to the JBEs proof of Motor Carrier Permit issued by the California Department of Motor Vehicles and Household Goods Carrier permit issued by the California Public Utilities Commission annually.

2.3 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form (**Attachment 1**) to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

2.4 Project Managers. Each JBE may designate a project manager. The Establishing JBE's project manager is: **Bruce Newman**. A JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **Paula Crews**. Subject to written approval by the Establishing JBE, Contractor may change its project manager without need for an amendment to this Agreement.

2.5 Service Warranties. Contractor warrants to the JBEs that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation. The foregoing warranty shall commence upon the JBE's acceptance of such Deliverable or Service, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable or Service does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.

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

2.7 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Establishing JBE-required approvals are secured. Any commencement of performance prior to Agreement approval (and approval by a JBE of a Participating Addendum) shall be at Contractor's own risk.

2.8 Stop Work Orders.

A. Each JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the

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

B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of the Work. The JBE shall make an equitable adjustment in the delivery schedule and the Participating Addendum shall be modified, in writing, accordingly, if:

i. The Stop Work Order results in an increase in the time required for performance of any part of the Participating Addendum; and

ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage.

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

3. Labor Code Provisions. The moving services provider ("Service Provider" and/or "Contractor") will be required to perform certain services that are subject to California prevailing wage laws pursuant to sections 1770 et. seq of the California Labor Code. Work subject to California prevailing wage laws, includes but is not limited to, the assembly or disassembly of modular office systems, attaching or detaching furniture affixed to the real property, etc. The Contractor will be responsible for the proper classification of its employees.

3.1 Prevailing Wage:

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

B. Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to the Contract (Attachment 3) and incorporated herein.

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

3.2 Registration:

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

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

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

3.3 Hours of Work:

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

B. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.

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

and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

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

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

3.4 Payroll Records:

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

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

(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.

(2) CPRs shall be made available for inspection or furnished upon request to a representative of the Court, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

(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 Court, 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.

C. The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ _____ (Position in business) with the authority to act for and on behalf of _____ _____ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

Date: _____ *Signature:* _____
(Section 16401 of Title 8 of the California Code of Regulations)

D. 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.

E. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Court, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

F. Contractor shall inform the Court 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.

G. 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 Court, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

H. It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

3.5 Apprentices:

A. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

B. 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.

C. 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.

D. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

E. 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.

F. 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.

G. 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:

(1) Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and

(2) Forfeit as a penalty to the Court 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.

H. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

I. Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

4. Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.Acceptance or Rejection. All Services and Deliverables are subject to acceptance by each JBE. The JBE may reject any Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Service and Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service and Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Service, or Deliverable to the JBE within ten (10) business days after the JBE's rejection, unless otherwise agreed in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Service and Deliverable. The JBE may terminate the portion of the Participating Addendum that relates to a rejected Service and Deliverable at no expense to the JBE if the JBE rejects that Service and Deliverable (i) for late performance, or (ii) on at least two (2) occasions for other deficiencies.

END OF APPENDIX A
END OF AMENDMENT