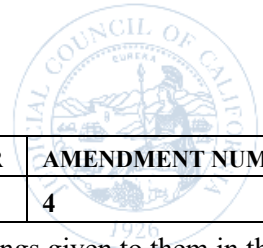


**JUDICIAL COUNCIL OF CALIFORNIA  
STANDARD AMENDMENT COVERSHEET**



<b>AGREEMENT NUMBER</b>	<b>AMENDMENT NUMBER</b>
MA-201802	4

1. All capitalized terms not defined in this amendment (the “Amendment”) have the meanings given to them in the Agreement referenced above. As set forth in the Agreement, the term “Contractor” refers to **Johnson Controls Security Solutions, LLC**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.

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2. This Amendment becomes effective on 09/17/2020.

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3. The maximum amount that the Judicial Council may pay Contractor under this Amendment is: \$0.00.

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4. The parties agree to amend the Agreement as follows:
  - a) Delete the existing Exhibit 7 in its entirety and replace it with Exhibit 7 - Revision 1, which modifies the Acceptance and Sign-Off Form.
  - b) Delete the existing Exhibit 8 – Revision 1 and replace it with Exhibit 8 – Revision 2, which modifies the Expenses, Article 2(a).
  - c) The Judicial Council will authorize the performance of Judicial Council Work and spending of Judicial Council funds under this Agreement via Service Work Orders, added as Appendix A, Judicial Council Service Work Order Authorization Process. Appendix A is intended for authorization, spending of funds, and utilization by the Judicial Council only and does not modify any Participating Entity’s Participation Agreement.

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

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California	Johnson Controls Security Solutions, LLC
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>  Digitally signed by Todd Byer Date: 2020.11.04 14:17:40 -08'00'
PRINTED NAME AND TITLE OF PERSON SIGNING Christine Powlan, Facilities Contracts Supervisor	PRINTED NAME AND TITLE OF PERSON SIGNING Todd Byer
DATE EXECUTED 11/10/2020	DATE EXECUTED 11/4/2020
ADDRESS Branch Accounting and Procurement 455 Golden Gate Avenue, 6 <sup>th</sup> Floor San Francisco, CA 94102	ADDRESS 1615 Alvarado Street San Leandro, CA 94557

**EXHIBIT 7 – REVISION 1**

**ACCEPTANCE AND SIGN OFF FORM**

**Project Information:**

Court Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Brief Description of work performed: \_\_\_\_\_

Date of Sign Off: \_\_\_\_\_

System is operational and the Court/Court Control is satisfied with the functionality, camera views, (if applicable) and training.

Yes  No. If no, please note reasons: \_\_\_\_\_

Work appears to be complete and the contractor has left a clean work environment.

Yes  No. If no, please explain: \_\_\_\_\_

The contractor has provided clear and timely communication in the process of initiating and completing this project.

Yes  No. If no, please explain: \_\_\_\_\_

Arrangements for disposal of existing equipment has been addressed or the equipment has been removed.

Yes  No.

Please provide your level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Your comments would be appreciated, if any: \_\_\_\_\_

Acceptance status:

- Unacceptable, as noted above.
- Substantial Completion is granted; issues to be addressed in Punch List.
- Acceptance is granted.

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF EXHIBIT 7**

**EXHIBIT 8 – REVISION 1**

**FEES, PRICING AND PAYMENT TERMS**

**1. Fees.**

This Agreement, including all Participation Agreements, is intended to be no-cost to the JBEs. Without limiting the foregoing, the Contractor agrees to provide to the JBEs the following at no-cost under this Agreement:

- a. The Licensed Software;
- b. All necessary professional implementation services;
- c. On-going Maintenance and Support of the Licensed Software;
- d. Hosted Services, including all necessary data storage and backups; and
- e. All necessary training.

**2. Expenses. *[Revised]***

- a) Contractor is allowed for reimbursable expenses related to the Work under this Agreement. All travel-related expenses must be approved in advance by the JBE. Contractor to use Exhibit 13 as guidelines for such reimbursable expenses. *[Revised]*
- b) The reimbursable expenses will be effective on the date of this amendment. [Added with Amendment 1, dated September 1, 2019]

**3. Fees.**

The following table sets forth the fees that the Contractor may charge to the end consumer under this Agreement:

Training	\$125.00 an hour
Repair & Maintenance	\$125.00 an hour
Installation	\$169.00 an hour
System Design/Engineering	\$199.00 an hour
Project Management	\$199.00 an hour

**All materials to be provided at DGS/GSA pricing or better.**

The fees may not be increased during the Term of the Agreement beyond what may be set forth in the chart immediately above.

- a. **Contractor's Failure to Execute Participation Agreements.** The parties acknowledge that a material consideration of this Agreement is the ability for all interested JBEs to be able to participate in this Agreement. Therefore, in the event Contractor unreasonably refuses or fails to execute a Participation Agreement with an interested JBE after such JBE has presented Contractor with a Participation Agreement for execution, Contractor shall be prohibited from executing any Participation Agreement with any other JBE, unless and until Contractor executes a Participation Agreement with all interested JBEs. The foregoing provision is not intended to limit any other JBE rights or remedies available.

**4. Liquidated Damages to JBE for Failure to Meet Maintenance and Support Requirements.**

The parties agree that Contractor's failure to meet the Maintenance and Support requirements under this Agreement will cause the JBE to incur substantial economic and reputational harm.

In such cases, the losses and amounts may be impossible to compute and ascertain with certainty. Therefore, liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in addition to other available remedies, the Contractor agrees that liquidated damages may be assessed and recovered by the JBE against Contractor for such failure(s) and without the JBE being required to present any evidence of the amount or character of actual damages sustained by reason thereof.

Contractor shall be liable to the JBE for payment of liquidated damages in the amounts set forth in this Agreement. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to JBE without limiting the JBE's other contractual rights and remedies provided in this Agreement.

In the event Contractor fails to meet the Maintenance and Support requirements of this Agreement, Contractor shall pay to the JBE the amounts set forth in Exhibit 9 (Maintenance and Support).

**END OF EXHIBIT 8**

**APPENDIX A**

**JUDICIAL COUNCIL  
SERVICE WORK ORDER AUTHORIZATION PROCESS  
(for Judicial Council Utilization Only)**

**INVOICING  
AND  
PAYMENT PROVISIONS**

**1. Definitions**

- 1.1. Terms defined in the Contract Documents shall apply to this Agreement and to all authorized Judicial Council Service Work Orders (“SWO”). Term(s) defined in an authorized Service Work Order shall apply only to that particular Service Work Order.
  - 1.1.2. “Business Day” means days of the week excluding Saturday and Sunday, and State holidays.
  - 1.1.3. “Expenses” means any costs actually incurred or expected to be incurred by Contractor or Contractor’s Sub-Contractors for travel and living, reimbursable items, or hour(s) of employee travel, when and as allowed under the provisions of this Agreement.
  - 1.1.4. “Fixed Price” means the set price to be charged for a Service.
  - 1.1.5. “Hourly Rate(s)” means the applicable rate(s) per hour identified in and designated by Exhibit 8 of the Master Agreement.
  - 1.1.6. “Lump Sum Based Service(s)” mean pre-described Service(s) that is/are priced at a Lump Sum. The Service(s) must fall into a category listed in Exhibit 8 and shall be approved by the Judicial Council’s Project Manager for the SWO to be authorized.
  - 1.1.7. “Prevailing Wage” means the prevailing wage for applicable craft and classification of a worker as determined by the California Department of Industrial Relations pursuant to Labor Code section 1770 and 1773. This amount includes the basic hourly rate for a worker along with any applicable “employer payments” including (i) health and welfare, (ii) pension, (iii) vacation/holiday, (iv) training, and (v) other payments. If applicable, this amount will include overtime and recognized holidays. Prevailing Wage as used herein does not include any costs associated with travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9, as such costs are governed by this Appendix A, Section 6 (“Travel and Living Expenses Guidelines”). Notwithstanding anything in this Agreement to the contrary, the Contractor shall be required to ensure its workers are paid all travel and/or subsistence payments as required under Labor Code sections 1773.1 and 1773.9 to the extent applicable.
  - 1.1.8. “Pricing Methodology” means a methodology that will be utilized by Contractor to provide pricing for Service Work Orders. There are two (2) types of Pricing Methodologies that may be used for Service Work Orders: Lump Sum Based and Time and Materials Based.

- 1.1.9. “Priority 1” is defined in Appendix A, Section 3.4.
- 1.1.10. “Priority 2” is defined in Appendix A, Section 3.4.
- 1.1.11. “Project” refers to the totality of Work encompassed or contemplated under an individual authorized Service Work Order.
- 1.1.12. “Reimbursable Expense” means expense(s) incurred or to be incurred by Contractor and/or its Sub-Contractor(s) for Reimbursable Item(s).
- 1.1.13. “Reimbursable Item(s)” or “Reimbursable(s)” means tangible item(s) utilized by Contractor or Sub-Contractors’ employees in the performance of Service(s) or otherwise purchased for the Judicial Council’s use. The cost of any permits obtained by Contractor shall be considered Reimbursable Items.
- 1.1.14. “Schedule of Values” or “SOV” means a table of information jointly developed and approved by Contractor and the Judicial Council in an authorized Service Work Order establishing when certain payments of defined amounts for that Service Work Order are to be made.
- 1.1.15. “Section” means a particular part of the text of this Agreement, as described in the Agreement.
- 1.1.16. “Service(s)” means and includes Contractor and its Sub-Contractors’ action(s) that are performed or contemplated in authorized Service Work Orders. Such Services may be unplanned or planned in advance and scheduled during business hours. Such Services may be reimbursed at a Fixed Price or an Hourly Rate.
- 1.1.17. “Service Work Order” or “SWO” refers to a unique entry within Judicial Council’s CAFM system. Issuance of a SWO constitutes Work Authorization. The Contractor must respond to the Judicial Council’s Project Manager via email to “accept” the SWO issued prior to beginning Work. The Judicial Council’s Project Manager will then login to Judicial Council’s CAFM system and “accept” the SWO on behalf of the Contractor. The SWO references and incorporates other documents such as the Services Request Form and Service Work Order Proposal Form as well as the Contract Documents.
- 1.1.18. “Service Work Order Proposal” means a written document, substantially in the format of Attachment 2 hereto, that Contractor submits to the Judicial Council in response to a Services Request Form in accordance with the provisions of the Service Work Order process detailed in Appendix A. The written document includes, but is not limited to, at least: (1) Contractor Proposal Form, (2) dates of performance, (3) a list of proposed Sub-Contractors, (4) payment schedule, (5) sketches, Drawings, and or layouts, and technical data or information.
- 1.1.19. “Service Work Order Sum” means the total or maximum price authorized for the services specified in the Service Work Order issued in accordance with the SWO process detailed in Appendix A.
- 1.1.20. “Services Request Form” refers to the form provided in this Agreement as Attachment 1. Once a SWO is issued, this form serves as a summary of Services to be provided by the Contractor in the Project.
- 1.1.21. “State” refers to the State of California.

- 1.1.22. "Travel and Living Expense(s)" means expense(s) for travel and living costs that are actually incurred or that are expected to be incurred by Contractor's or its Sub-Contractor's employees in the course of performing the Work specified in an authorized Service Work Order.
- 1.1.23. "Travel Time Cost(s)" means amounts to be paid for Contractor or Sub-Contractors hours of time travelling to and from a Project location or incurred for the purposes specified in Attachment 1.
- 1.1.24. "Work to be Performed" or "Contract Work" or "Scope of Work" refers to all "Work" as defined in the Master Agreement.
- 1.1.25. "Work Authorization" means permission to begin Work for a particular SWO.

## **2. Maximum Service Work Order Amount and Contract Amount**

- 2.1. The maximum amount the Judicial Council shall be obligated to pay to Contractor under any individual Service Work Order authorized under this Agreement for performing all Work, as well as payment for all allowable Travel and Living Expense and/or any allowable Reimbursable Expenses incurred, shall not at any time exceed the Total Amount specified on the face of the most recently authorized Service Work Order applicable. No verbal agreements will be honored.
- 2.2. 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 Total Amount(s) Encumbered to Date. The total amount that the Judicial Council may pay the Contractor under this Agreement shall not at any time exceed the total of the Service Work Order Sums of all Service Work Orders authorized for the performance through the current date.

## **3. Service Work Order Authorization**

- 3.1. The Judicial Council will authorize the performance of Work and spending of Judicial Council funds under this Agreement only via Service Work Orders issued through the Judicial Council's Computer Aided Facility Management ("CAFM") system. Service Work Orders must be "accepted" by the Contractor within the CAFM system. This involves the Judicial Council's Project Manager receiving the Contractor's acceptance of the SWO via e-mail. Acceptance of a Service Work Order authorizes the commencement of Services or Work. A written document will be provided by the Judicial Council via CAFM software system that summarizes the Project details and references all other documents incorporated within the Project. CAFM or Computer Aided Facility Management – In the context of this Agreement and wherever used herein, the CAFM system is, and shall be construed to mean, the system currently used by the Judicial Council to issue Service 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.
- 3.2. Service Work Orders may only be authorized during the Initial Term of this Agreement or any Subsequent Terms. Service Work Orders must be authorized prior to the expiration date of this Agreement. The end date for Services authorized in a Service 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 Service Work Order(s) after the expiration of this Agreement until the Work of said Service Work Order(s) is complete.

- 3.3. Service Work Orders may only be authorized for the specific Service Types and Services described in Attachments 1 and 2.
- 3.4. The Contractor will respond to two (2) types of events at locations throughout the state: unplanned/emergency events (Priority 1 (“P1”)) or planned/scheduled work events (Priority 2 (“P2”)). P1s can occur at any point in time, on a 24/7 basis.
- 3.5. Both P1 and P2 events will be addressed through the Judicial Council Service Work Order process (see Appendix A, Section 4).
- 3.6. Both P1 and P2 activities will be subject to their respective Service Work Orders.

#### **4. Service Work Order Process**

- 4.1. For P1 events only, the Judicial Council and/or the Court(s) will create Service Work Orders for time and materials service calls in Judicial Council’s CAFM system. P1 events will be compensated on a Time and Materials Basis not to exceed \$1,500.00 without prior Judicial Council authorization.
- 4.2. P1 activities will be requested and authorized as outlined in this Section 4.2:
  - 4.2.1. The Judicial Council Customer Service Center (“CSC”) will request service call dispatches from the Contractor via email or other electronic system.
  - 4.2.2. The Contractor will send the dispatch request to the Judicial Council Facilities Emergency Planning and Security Coordination Unit (“EPSCU”) via email requesting approval to respond to the dispatch request. The Judicial Council’s Project Manager will reply via email to the Contractor with approval and authorization to proceed.
  - 4.2.3. The Contractor will reply to the Judicial Council’s Project Manager’s email accepting the Work. The Judicial Council Project Manager will create a Service Work Order in Judicial Council’s CAFM system with a unique SWO number. The Judicial Council and/or the Court(s) Project Manager will upload electronic approvals to the SWO in Judicial Council’s CAFM system and will change the SWO status to “IN WORK”.
  - 4.2.4. The Contractor will provide an estimate of the Time and Materials required to perform the services by completing a detailed technician report of work performed and cost itemization. The detailed technician report of work will be submitted to the Judicial Council’s Project Manager for approval prior to invoicing.
  - 4.2.5. The Judicial Council Project Manager will upload electronic estimates to the SWO in Judicial Council’s CAFM system.
  - 4.2.6. Work will be subject to the specific authorization and funding under the Service Work Order for P1 activities.



- 4.3. For P2 events, services will be requested and authorized as further elucidated below.
- 4.4. The Judicial Council's Project Manager will provide Contractor with an unsigned Services Request Form (Attachment 1), describing the Work the Judicial Council wants performed. The Judicial Council's Project Manager will complete the Services Request Form and send to Contractor electronically. The Judicial Council's Project Manager will inform the Contractor of the appropriate Pricing Methodology to be used in the Service Work Order.
- 4.5. Pricing Methodologies. Two Pricing Methodologies are allowable under this Agreement. Pricing Methodology sets both the total amount of compensation that will be made under a Service Work Order, as well as terms and conditions that will apply to the Services to be provided. Only one type of Pricing Methodology may be used in any individual Service Work Order and that methodology will apply to all Services provided under that Service Work Order. If more than one methodology is necessary, the Services must be segregated into separate Service Work Orders.

4.5.1. Lump Sum Based Pricing

4.5.1.1. When a Service Work Order is authorized for performance on a lump sum basis ("Lump Sum Basis"), the prices for all expected Hourly and Fixed Price Services, the cost of any expected Travel and Living Expenses, and the cost of any expected Reimbursables will be added to calculate a lump sum price ("Lump Sum Price") applicable to that Service Work Order. The applicable price(s) and costs and method to be used to calculate the Lump Sum Price are specified below.

4.5.1.2. Contractor will be compensated for Lump Sum Basis Service Work Orders according to deliverables or schedule of fixed milestone amounts with each milestone amount associated with the provision and acceptance of individual designated Deliverable(s) as agreed to between the Judicial Council's Project Manager and Contractor's Project Manager. The total of the price(s) for all Deliverables must be equal the Lump Sum Price applicable to the Service Work Order.

4.5.1.3. In Service Work Orders authorized on Lump Sum Basis, Contractor is responsible for the provision in full of all of the Services and Materials specified in the Service Work Order as well as bearing all costs and expenses for any Travel and Living Expenses, any Reimbursables expenses, and any other costs and expenses incurred to provide the Services and Materials, regardless of the amount of Contractor's actual costs and expenses incurred. Contractor shall be compensated solely by payment of a Lump Sum Price.

4.5.2. Time and Materials Based Pricing

4.5.2.1. When performing Services on a time and materials basis ("Time and Materials Basis"), the prices will be subject to Judicial Council agreement on a Service Work Order-by-Service Work Order basis and shall only apply to the Service Work Order in which authorized. When a Service Work Order is authorized for performance on a Time and Materials Basis, the prices for all expected Hourly and Fixed Price Services, the cost of any expected allowable Travel and Living Expenses, and expected allowable Reimbursables will be added to calculate a time

and materials price (“Time and Materials Price”) applicable to that Service Work Order. The applicable price(s) and costs and method to be used to calculate the Time and Materials Price are specified below. The Judicial Council may, in its discretion, include a not-to-exceed amount in any Service Work Order on a Time and Materials Basis and Contractor shall not exceed said not-to-exceed amount without prior authorization.

4.5.2.2. Contractor will be compensated for Time and Materials Basis Service Work Orders in the form of payments based upon: the hours of work actually expended in performing the Hourly Services; the price for any Fixed Price Service(s) actually performed; the actual cost for any allowable Travel and Living Expenses actually incurred (when incurred in accordance with, and in amounts not to exceed the maximum amounts specified as allowable in, the Judicial Council’s Travel and Living Expense Rules and Rates); and the actual cost of any allowable Reimbursables (in amounts at or below the Reimbursable(s) prices specified in the Service Work Order ).

4.5.2.3. In Service Work Orders authorized on a Time and Materials Basis, Contractor is, subject to the limitation of the Time and Materials Price as further elucidated below, responsible for the provision of Services and Materials specified in a Service Work Order if authorized in accordance with the provisions of the Service Work Order, for paying for any Travel and Living Expenses and Reimbursable(s) necessary to provide those Services and Materials if authorized by the Judicial Council’s Project Manager. Contractor shall be compensated solely in the form of payments for the Services, Materials, and allowable Travel and Living Expenses and Reimbursables which shall be made as specified above, however, Contractor shall not provide Services and/or Materials, incur allowable Travel and Living Expenses, or purchase allowable Reimbursable(s) past the point at which the total of such charges, if invoiced to the Judicial Council in accordance with this Agreement, would exceed the Time and Materials Price applicable to that Service Work Order.

4.6. Upon receipt, Contractor will, in coordination with the Judicial Council’s Project Manager, edit the Services Request Form (Attachment 1) if necessary so that it appropriately describes, to the satisfaction of both parties, the various elements of the Work and Materials to be provided, and submit the revised version.

4.7. Contractor will fill out and submit electronically the Service Work Order Proposal, substantially in the format of the Contractor Proposal Form (Attachment 2), based upon the description of the Services requested by the Services Request Form, providing the following:

4.7.1. Service Work Order Subtotals and Service Work Order Grand Total: List the Service Types and the corresponding subtotals as applicable to the Project. If the Service is to be performed by a Sub-Contractor, include the name of the Sub-Contractor.

4.7.2. Schedule of Deliverables and Milestone Payments: After consultation with the Judicial Council’s Project Manager, provide a list of designated Deliverable(s) and the amount to be paid upon acceptance of each such Deliverable that has been agreed to by both Parties. The Judicial Council does not pay for Services in

advance and no milestone payment will be tied to initiation of the Work. The individual Milestone Payments to be used shall be proportioned to correspond to the portion of the Project Services necessary to provide the Deliverable. Invoicing and Payments may only be made according to this Schedule of Deliverables and Milestone Payments. Deliverables must be tangible.

- 4.7.3. Hourly Services: Provide the corresponding hourly rate (from Exhibit 8 of the Master Agreement), number of hours, and subtotal for the utilized job title. Note: Public Works registration requirements and prevailing wage rates will apply to the Contractor to the extent applicable.
- 4.7.4. Fixed Price Services: If Fixed Price Services are to be provided, describe the service, the category of service it falls into (consult Exhibit 8 of the Master Agreement for approved Service Types), the price, quantity, and subtotal. Fixed Price Services are approved on a Project by Project basis by the Judicial Council's Project Manager.
- 4.7.5. Travel and Living Expenses: If performance of a Service will necessitate the expenditure of allowable Travel and Living Expenses, describe the Travel and Living Expenses that are necessary to perform the Service. Provide the titles (and names if available) of individuals for whom the Travel and Living Expenses will be expended. Provide an explanation of the purpose for the expenditure(s) and the expected dates of the expenditure(s). All Travel and Living Expenditures must be costed out in accordance with the Judicial Council's Travel and Living Expense Rules and Guidelines, given in this Appendix A (except in those instances subject to and governed by the Prevailing Wage Laws). Provide the information requested on the form, along with a subtotal for all Travel and Living Expenses. If no allowable Travel and/or Living Expenses are to be incurred, leave this section blank.
- 4.7.6. Reimbursable Items: If performance of a Service will necessitate Contractor's use of allowable Reimbursable Items, provide a listing of the Reimbursable Items necessary to perform the Service, along with quantities necessary, price, extended price, and a subtotal for all Reimbursable Items. If no allowable Reimbursable Items are to be purchased, leave this section blank. Reimbursable Items must be priced at Contractor's actual acquisition cost, net of any discounts or rebates allowed and are not subject to any markup, charge, add on, or pass through charge or fee of any type. Reimbursable Items are not services. The amounts listed here are allowances only and the individual Reimbursable Items to be invoiced may exceed the amounts listed in this section provided the total amount invoiced does not exceed the subtotal of all Reimbursable Items.
- 4.8. Upon completion of the above, Contractor's Project Manager shall submit Contractor's Service Work Order Proposal to the Judicial Council's Project Manager via e-mail in the form of a file in modifiable MS-Word processing format.
- 4.9. The Judicial Council's Project Manager shall review separately or with the Contractor and may request changes to the Proposal submitted, in which event Contractor shall modify and resubmit the Proposal, again in accordance with the provisions of this Appendix A.
- 4.10. Service Work Order Proposals so submitted are available for acceptance and may not expire or be revoked for a period of twenty (20) Business Days following the date submitted to the Judicial Council's Project Manager, or until the date scheduled for the

start of the Work in the applicable Service Work Order passes, whichever event occurs sooner.

- 4.11. If the Judicial Council intends to accept Contractor's Service Work Order Proposal and proceed with the Project, the Judicial Council's Project Manager will create a Service Work Order in Judicial Council's CAFM system and populate the Contractor Proposal Form (Attachment 2) with a unique SWO number. The Services Request Form (Attachment 1) and accepted Contractor Proposal Form (Attachment 2) will be uploaded to CAFM.
- 4.12. The Judicial Council's Project Manager will then notify the Contractor of its Service Work Order Proposal acceptance. The Judicial Council shall provide, via e-mail, a Service Work Order consisting of a unique Service Work Order number, the accepted Service Request Form (Attachment 1) and Contractor Proposal Form (Attachment 2).
- 4.13. Contractor shall review all documents and, upon acceptance, respond to the Judicial Council's email accepting the work in the SWO. By responding and accepting, Contractor agrees to all the provisions of this Agreement and the corresponding SWO.
- 4.14. Upon notification of Service Work Order acceptance by the Contractor via e-mail, the Judicial Council's Project Manager shall direct the Contractor to begin Work in writing, in addition to a Purchase Order for the Services, in conjunction with Section 4.15 below. Within five (5) Business Days of the Judicial Council's direction to Contractor to begin Work on the SWO, Contractor shall submit to the Judicial Council Contractor's Project Schedule.
- 4.15. Following authorization of a Service Work Order, but before the initiation of Work on a Project, Judicial Council may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the authorized Service Work Order applicable to a Project. Should such Additional Detailed Instructions, in the opinion of Contractor, constitute Work in excess of the requirements of the authorized Service 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 judgment, the Additional Detailed Instructions do in fact constitute Work in excess of the requirements of the authorized Service Work Order, the Judicial Council may, at Judicial Council's option, either close the authorized Service Work Order and create a new Service Work Order or issue a Supplementary Service Work Order to account for the excess Work.
- 4.16. If the Parties agree to cancel an already authorized Service Work Order, the existing SWO must be closed within Judicial Council's CAFM system and a new SWO process started.
- 4.17. Only the following Judicial Council's personnel are approved to authorize a SWO(s): Senior Manager for Facility Management; Regional Manager for Facilities Operations; Project Managers; Supervising Facilities Management Administrators; Facilities Management Administrators; Judicial Council Customer Service Center Personnel.
- 4.18. Judicial Council shall from time to time provide Contractor with the names and contact information of persons filling primary positions. This letter will be updated from time to time as personnel change and is effective upon receipt. These changes will not require that this Agreement be amended.

- 4.19. The Judicial Council reserves the right to modify the forms provided in Attachments 1 and 2, as it deems necessary or appropriate, in its sole discretion, and will notify Contractor of any modification to said form prior to implementing the modified form(s). Modified forms will be substantially similar to Attachments 1 and 2 in this Agreement.
- 4.20. There is no limit on the number of Service Work Orders the Judicial Council may request or authorize under this Agreement.
- 4.21. The Judicial Council does not guarantee that Contractor will receive any authorized Service Work Order(s) under this Agreement.

## 5. Invoicing Instructions

- 5.1. All invoices are to be provided to Judicial Council's Project Manager. All invoices must contain:
  - 5.1.1. The Agreement Title and Agreement Number from the Standard Agreement Coversheet to this Agreement;
  - 5.1.2. The Service Work Order Number provided on the Service Work Order;
  - 5.1.3. A unique invoice number;
  - 5.1.4. Contractor's name and address;
  - 5.1.5. Contractor's Taxpayer identification number (FEIN);
  - 5.1.6. The Pricing Methodology applicable to the Service Work Order (i.e. "Pricing Methodology – Lump Sum Price");
  - 5.1.7. Preferred remittance address if this address has changed at the time this Agreement was signed. In addition, Judicial Council must be notified of this change immediately. Changes to the remittance address made on an invoice without the Judicial Council being specifically notified will result in processing and payment delays;
  - 5.1.8. Date Range of Work performed; and
  - 5.1.9. Date of invoice.
- 5.2. In addition, Contractor shall provide invoices in formats that correspond to the Pricing Methodology specified in the authorized Service Work Order, as follows:
  - 5.2.1. Lump Sum Based Service Work Orders:

Contractor shall, upon receipt by the Judicial Council of a Deliverable associated with a Payment Milestone, submit an invoice for each SWO's Milestone Payment associated with any Deliverable(s) accepted by the Judicial Council. Deliverables shall not be invoiced in advance of receipt by the Judicial Council.

    - 5.2.1.1. Contractor's invoice for such Service Work Orders must specify the following:
      - 5.2.1.1.1. Name of the Deliverable, using the same words as specified in the Service Work Order description;
      - 5.2.1.1.2. Amount of the milestone payment designated for the accepted Deliverable, as specified in the Service Work Order;
      - 5.2.1.1.3. Lines specifying Non-Taxable Subtotal, Taxable Subtotal, Sales Tax Rate, and Tax Amount;

- 5.2.1.1.4. A line specifying the Service Work Order Grand Total (i.e. “Service Work Order Grand Total = \$”) applicable to the Service Work Order.

5.2.2. Time and Materials Based Service Work Orders:

Contractor shall, upon receipt by the Judicial Council of a Deliverable associated with time and materials Services, submit an invoice for each SWO associated with any Deliverable(s) accepted by the Judicial Council. Deliverables shall not be invoiced in advance of receipt by the Judicial Council and/or Court(s).

5.2.2.1. Contractor’s invoice for such Service Work Orders must specify the following:

- 5.2.2.1.1. Schedule of Values (listing appropriate phases or milestones) and extended subtotals; OR
- 5.2.2.1.2. Hourly Rates: A section with the applicable job title, number of hours invoiced, applicable hourly rate as specified in Exhibit 8 of the Master Agreement, and subtotal;
- 5.2.2.1.3. Fixed Price Services (if applicable) with the description, price, quantity, and subtotal using the same language as provided in the Service Work Order;
- 5.2.2.1.4. Allowable Travel and Living Expenses (if applicable) actually incurred with the name and job title of the individual claiming expenses, date, purpose, and subtotal. Cost of travel or living expense must not exceed the allowance specified in the Judicial Council Travel and Living Expense Guideline;
- 5.2.2.1.5. Allowable Reimbursable Items (if applicable) with the description, actual cost incurred, quantity, and subtotal using the same language as provided in the Service Work Order. Receipts must be provided as backup documentation;
- 5.2.2.1.6. Lines specifying Non-Taxable Subtotal, Taxable Subtotal, Sales Tax Rate, and Tax Amount;
- 5.2.2.1.7. Amount of retention (not to exceed 10% of amount invoiced), if applicable;
- 5.2.2.1.8. Total invoice amount (minus retention, if applicable).

**6. Taxes**

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor’s or any Sub-Contractors’ employees’ wages. The Judicial Council will pay for any applicable State of California or local sales or use taxes on any Materials provided or Services rendered pursuant to this Agreement.

**7. Invoice Submission**

- 7.1. Contractor shall submit one (1) original of invoices to the Judicial Council’s Project Manager via email for processing.

**8. Retention**

- 8.1. The Judicial Council may withhold payment of an amount equal to ten percent (10%) from payments made for invoices submitted. Upon successful completion of all Work under an individual Service Work Order, Contractor shall separately invoice, for the amounts retained, if applicable.

**9. Payment**

- 9.1. The Judicial Council will endeavor to pay invoices within sixty (60) days after receipt of a correct, itemized invoice. In no event shall the Judicial Council be liable for interest or late charges for any late payments.
- 9.2. Payment shall be made by the Judicial Council to the Contractor at the address specified when this Agreement was signed. Changes to this address can be made by notifying the Judicial Council in writing of the new remittance address but should be done prior to invoice submission to avoid processing delays.
- 9.3. The Judicial Council may withhold full or partial payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement or the Service Work Order.

**10. 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 Agreement or any other agreement.

**11. 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 Agreement.

**12. Release of Claims**

- 12.1. The acceptance by Contractor of its final payment due under an authorized Service Work Order shall be and shall operate as a release of the Judicial Council, the Court(s) and the State from all claims and all liability to the Contractor for everything done or furnished in connection with said Service Work Order, including every act and neglect of the Judicial Council and or the Court(s).
- 12.2. Contractor shall, on the face of Contractor's final invoice submitted for payment, expressly identify as outstanding any claim that it has. Contractor's failure to identify any such claims shall operate as a release of all claims.

**END OF APPENDIX A**

Judicial Council of California Master Agreement Number MA-201802  
Amendment 4 with Johnson Controls Security Solutions LLC



JUDICIAL COUNCIL  
OF CALIFORNIA

ADMINISTRATIVE DIVISION  
REAL ESTATE AND FACILITIES MANAGEMENT

**Attachment 1**  
**Services Request Form**

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**Date:** [Date]  
**From:** [Project Manager Name] \_\_\_\_\_  
[Address] \_\_\_\_\_  
[Phone/Fax] \_\_\_\_\_  
[Email] \_\_\_\_\_  
**Project:** [Project Title] \_\_\_\_\_  
**FM/SWO:** [FM / SWO Numbers] \_\_\_\_\_

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

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

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

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

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

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

**Proposed Work Schedule:** [Start/End Dates]

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

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Services Requested:



Judicial Council of California Master Agreement Number MA-201802  
 Amendment 4 with Johnson Controls Security Solutions LLC



JUDICIAL COUNCIL  
 OF CALIFORNIA

ADMINISTRATIVE DIVISION  
 REAL ESTATE AND FACILITIES MANAGEMENT

**Attachment 2**  
**Contractor Proposal Form**

**Date:** [Date]

**Judicial Council PM:** [Project Manager Name]  
 [Address]  
 [Address]  
 [Phone/Fax]  
 [Email]

**Contractor PM:** [Project Manager Name]  
 [Company]  
 [Address]  
 [Phone/Fax]  
 [Email]

**Project:** [Project Title]  
**FM/SWO:** [FM / SWO Numbers] SWO Start/End Dates: [Start/End Dates]  
**Master Contract:** [Master Agreement Number] MA Expiration Date: [MA# Expiration Date]

This Service Work Order will be priced according to the following Pricing Methodology (check ONE):

- Lump Sum Basis  Time and Materials Basis

Does the Contractor agree to provide services as detailed in Attachment 1, Services Request Form?  Yes  No

**Service Work Order Subtotals and Service Work Order Grand Total:**

<b>Service Type</b> <i>Consult Exhibit 8 of the Master Agreement to determine what Services are available under this Agreement.</i>	<b>Subtotal (breakout below)</b>
General Systems and Maintenance Services	\$
[Service Type and name of Sub-Contractor]	\$
[Travel and Living Expenditures – if applicable, allowable, and approved by Judicial Council PM]	\$
[Reimbursables – if applicable, allowable, and approved by Judicial Council PM]	\$
<b>Non-Taxable Subtotal:</b>	\$
<b>Taxable Subtotal:</b>	\$
<b>Tax Amount (Sales Tax Rate _____%):</b>	\$
<b>SERVICE WORK ORDER GRAND TOTAL:</b>	<b>\$</b>

**Schedule of Deliverables and Milestone Payments: (if applicable)**

<b>Description of Deliverable</b>	<b>Milestone Payment Amount</b>
[Description]	\$
[Description]	\$
[Description]	\$
[Description]	\$
<b>Service Work Order Grand Total</b>	<b>\$</b>

Judicial Council of California Master Agreement Number MA-201802  
 Amendment 4 with Johnson Controls Security Solutions LLC

**ATTACHMENT 2 (continued)**

<b>Hourly Services</b>	<b>Job Title</b>	<b>Hourly Rate</b>	<b># of Hours</b>	<b>Subtotal</b>
General Systems and Maintenance Services	Training	\$125.00		
	Repair & Maintenance	\$125.00		
	Installation	\$169.00		
	System Design/Engineering	\$199.00		
	Project Management	\$199.00		
<b>Fixed Price Services</b>		<b>Price</b>	<b>Quantity</b>	<b>Subtotal</b>
[Description]				
[Description]				
<b>Travel and Living Expenditures</b>		<b>Purpose</b>		<b>Subtotal</b>
[Job Title]	[Name, if known]			
[Job Title]	[Name, if known]			
<b>Reimbursable Items (estimated)</b>		<b>Price</b>	<b>Quantity</b>	<b>Subtotal</b>
[Description]				
[Description]				
<b>Non-Taxable Subtotal:</b>				
<b>Taxable Subtotal:</b>				
<b>Tax Amount (Sales Tax Rate _____%):</b>				
<b>SERVICE WORK ORDER GRAND TOTAL:</b>				<b>\$</b>