



JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET

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| AGREEMENT NUMBER [Agreement Number] |
| FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number] |

- In this agreement (the "Agreement"), the term "Contractor" refers to **[Contractor name]**, and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts. This Agreement is made for the benefit of the California state courts, who are the Contractor's primary customers.
- This Agreement becomes effective as of **[Date]** (the "Effective Date") and expires on September 4, 2015.
- The title of this Agreement is: **[Title]**
 The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement.

- | | | |
|-----------------------------------|----------------------------------|---|
| Exhibit A – Definitions | Exhibit G – PBC Plan | Exhibit M – AOC Tool Control Policy |
| Exhibit B – Scope of Work | Exhibit H – Sample Invoice | Exhibit N – AOC Background Check Policy |
| Exhibit C – Tasking Process | Exhibit I – Facility List | Exhibit O – PM Tasks |
| Exhibit D – Manner of Performance | Exhibit J – Deliverable Schedule | Exhibit P – CWO Tasks |
| Exhibit E – Payment | Exhibit K – Job Descriptions | |
| Exhibit F – General Terms | Exhibit L – Contractor Staffing | |

| AOC'S SIGNATURE | CONTRACTOR'S SIGNATURE | |
|---|---|-----------|
| Judicial Council of California, Administrative Office of the Courts | CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) [Contractor name] | |
| | License # | Exp Date: |
| BY (Authorized Signature)  | BY (Authorized Signature)  | |
| PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title] | PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title] | |
| ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102 | ADDRESS [Address] | |

Administrative Office of the Courts Use Only

| | |
|------------------|--------------------|
| Agreement Number | [Agreement Number] |
| Contractor Name | [Contractor Name] |

| Fund Title | Program/Category | Item | Chapter | Statute | Fiscal Year | Object of Expenditure | Amount |
|------------|---------------------|---------------|---------|---------|-------------|--------------------------|--------|
| | 30 Judicial Council | 0250-001-3037 | 38 | 2010 | 2010-2011 | 3037-13064301-0417-00-11 | |
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER



DATE

[Date]

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EXHIBIT A: DEFINITIONS

Terms defined below and elsewhere throughout the Agreement shall apply to the Agreement as defined.

“Acceptance” means the written acceptance issued to Contractor by the Project Manager after Contractor has completed a Project, Deliverable, or other Agreement requirement, in compliance with the Agreement.

“Amendment” means a written document issued by the AOC and signed by Contractor which alters the Agreement and identifies a change to the Agreement terms.

“Approved Person” means a Contractor or a Subcontractor employee who (i) has been screened and approved by the AOC pursuant to Exhibit D, Section 4.3 (“AOC Screening and Approval Process”) and (ii) when working in a specific Facility, has passed any additional Court-required screening and background check requirements which that Court requires of contractors working in that Facility, as described in Exhibit D, Section 4.5 (“Court-Required Screening and Background Check Requirements”).

“Base Cost” means Contractor’s labor and Materials costs for completing a SWO. Base Cost does not include Travel Time or Travel Expenses.

“Business Day” or **“BD”** means days of the week excluding Saturday and Sunday, as well as Contractor’s pre-established and published holidays applicable to its employees.

“CAFM” means the AOC’s computer aided facility management system.

“Clearance Date” means the date a Contractor or Subcontractor employee is approved by the AOC to become an Approved Person.

“Collection Work Order” or **“CWO”** is work type for a task that is recurring in nature but not Preventative Maintenance. The CWOs the AOC will issue are shown in Exhibit P. A CWO is normally issued for a specific task or series of tasks for a set period of time, often a one-year period. Examples include grounds maintenance, snow removal, landscape service, and routine rounds and readings. Work performed pursuant to a CWO is included in the Firm Fixed Price. “CWO” may also refer to a SWO for CWO-type Work.

“Confidential Information” means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the AOC’s or the Courts’ 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 AOC or a Court; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (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 AOC or a Court.

“Contract Manager” means the regional contract manager designated by the Contractor who acts as the direct liaison to the Project Manager.

“Cost Plus” or **“CP”** refers to the cost plus methodology, as further described below.

“Cost Plus Proposal” means a detailed proposal created by Contractor including (i) ~~the~~ labor costs calculated in accordance with Exhibit E, Section 2.2.1 (“Labor Costs”), (ii) Material costs, (iii) Travel Expenses, (iv) Travel Time, and (v) any other costs authorized by this Agreement to be incurred by the Contractor in performing proposed Cost Plus Work.

“Cost Plus Work” refers to Work described in Exhibit B, Section 3 (“Cost Plus Work”).

“Counties” means the counties in the Designated Region.

“Court Liaison” means the Court employee designated in an SWO to provide Court input regarding Work.

“Courts” means any of the Superior Courts of California and/or any of the California appellate courts.

“Data” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

“Day” means calendar day.

“Deficiency” means a preexisting deficiency in a Facility identified by the Contractor during its walk through as specified in Exhibit B, Section 6 (“Deficiencies”).

“Deliverable” or means a tangible item required or authorized to be submitted to the AOC for Acceptance under this Agreement.

“Designated Region” means the region consisting of the following California counties: **[insert list of counties]**.

“DMV” means the California Department of Motor Vehicles.

“DOJ” means the California Department of Justice.

“Escort” means to provide an Approved Person to escort and monitor another Contractor or Subcontractor employee.

“Expenses” means any cost incurred in the performance of Work.

“Facility” or **“Facilities”** means any facility or facilities listed in Exhibit I, as revised by the AOC from time to time.

“Facility Modifications” or **“FM”** are repairs, enhancements, improvements, modifications, or other tasks which normally exceed \$1,000.

“FF&E” means fixtures, furniture and equipment. The type of equipment included in FF&E is plug-in equipment, such as refrigerators and clocks.

“Firm Fixed Price” or **“FFP”** means the fixed amount the AOC will pay the Contractor which shall compensate the Contractor for of the following:

- (i) all Training,
- (ii) all Management and Support Staff,
- (iii) all Preventative Maintenance (even if such Work per instance or in aggregate is above \$2,000),
- (iv) all Work performed pursuant to a CWO (even if such Work per instance or in aggregate is above \$2,000),
- (v) the first \$2000 of all SWOs with work type JO or FM (except for Work under Exhibit B, Sections 3.1.2 through 3.1.4)
- (vi) all plans, reports and deliverables described in Exhibit B, Section 2.7 (“Plans, Studies, and Reports”) and elsewhere in this Agreement,
- (vii) all Escorting required in the performance of Firm Fixed Price Work or Cost Plus Work, and
- (viii) the preparation of any Cost Plus Proposals.

“Firm Fixed Price Work” means Work which is included in the Firm Fixed Price.

“Fixed Price Threshold” means two thousand dollars (\$2,000).

“Force Majeure” means an event or condition which impacts the timely performance of Work for which neither Contractor nor the AOC is liable because such event or condition was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:

- (i) Acts of God or the public enemy;
- (ii) Acts or omissions of any government entity;
- (iii) Fire or other casualty for which a party is not responsible;
- (iv) Quarantine or epidemic;
- (v) Strike or defensive lockout;
- (vi) Unusually severe weather conditions; and
- (vii) Earthquakes with a magnitude greater than 6.0 on the Richter scale.

“Full Performance Date” means September 4, 2011.

“Full Time Equivalent” means a position requiring an annual minimum of 1840 productive work hours performing Work. The 1840 work hours do not include (i) any paid or non-paid time off, or (ii) any time spent performing business not related to this Agreement.

“JO” is a small or routine maintenance item normally under one thousand dollars (\$1,000), which is not a PM. JOs are distinct from any Work requested pursuant to the JOC Agreement.

“Job Order Contracting” provides the methodology to execute a wide variety of indefinite delivery, indefinite quantity, fixed price, multiple simultaneous orders for renovation, rehabilitation and repair work with an emphasis on partnering and team work between AOC and contractors.

“JOC Agreement” means the agreement between the AOC and the Contractor implementing a Job Order Contracting model of service delivery.

“Key Performance Indicators” or **“KPIs”** are measurements of performance used in the performance based compensation process.

“Labor Cost Factor” means a factor of %, applied to labor costs as specified in this Agreement.

“Management and Support Staff” means the staff identified in the organizational chart attached as Exhibit L.

“Master Maintenance Plan” or **“MMP”** is defined in Exhibit B, Section 2.7.2 (“Maintenance Master Plan (MMP)”).

“Material” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

“Maximum Approved Cost” means the maximum amount that the AOC will pay to Contractor for the Work performed pursuant to an SWO.

“Notice” means a written document as required by this Agreement and given by: (i) depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or (ii) hand-delivery to the other party’s authorized representative, which shall be effective on the date of service.

“Normal Working Hours” means between 6:00 AM and 6:00 PM, Monday thru Friday, excluding State Holidays.

“OCCM” means the AOC’s Office of Court Construction and Management.

“OERS” means the AOC’s Office of Emergency Response and Security.

“PBC” refers to performance-based compensation.

“PBC Pool” means 7% of the invoiced amount for the following types of Work: (i) Firm Fixed Price, (ii) Cost Plus Work, and (iii) Work performed pursuant to the JOC Agreement. The PBC Pool shall not include any amounts related to the Phase-In Costs or phase-out costs.

“PBC Plan” means the performance based compensation plan set forth in Exhibit G.

“Phase-In Costs” means the cost to mobilize personnel and equipment to perform under this Agreement.

“Phase-In Period” means the period between the Effective Date and the Full Performance Date.

“Phase-Out Period” means the ninety (90) day period immediately prior to the expiration or termination of this Agreement.

“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, and (iv) training, and (v) other payments. If applicable, this amount will include overtime and recognized holidays. Prevailing Wage as used herein does not include any costs associated with travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9, as such costs are governed by Exhibit E, Section 2.32.4 (“Travel Related

~~Expense Labor Costs~~”), ~~however~~ **Notwithstanding anything in this Agreement to the contrary**, the Contractor shall be required to pay its workers all travel and/or subsistence payments as required under Labor Code sections 1773.1 and 1773.9.

“Preventative Maintenance” or **“PM”** means those tasks set forth in Exhibit O which are to be provided for each Facility. The purpose of Preventative Maintenance is to maintain systems and equipment, provide required testing and certification, and prolong the life of the system or equipment. SWOs for PM are generally issued monthly. All Preventative Maintenance is included in the Firm Fixed Price Work.

“Priority 1” refers to a condition that is immediately or potentially critical—a condition requiring immediate attention to return a Facility to normal operations or a condition that will become immediately critical if not corrected expeditiously. Such conditions necessitate the need to stop accelerated deterioration or damage, to correct a safety hazard that imminently threatens loss of life or serious injury to persons, or to remediate intermittent function and service interruptions as well as potential safety hazards. Such conditions may include but are not limited to major flooding, substantial damage to roofs or other structural building components, or hazardous material exposure. Depending on the scope and impact, a severe deterioration in life safety protection may also be considered a Priority 1 condition.

“Priority 2” refers to a condition that is necessary to repair, but is not yet critical. Such conditions require correction to preclude deterioration, potential loss of function or service, or associated damage or higher costs if further deferred.

“Priority 3” refers to a condition that is recommended to repair. Such repairs will reduce long-term maintenance or repair costs, will improve the functions of a facility, and will support improved court operations.

“Priority 4” refers to a condition that means does not meet current codes or standards, although it did comply at the time of initial construction. Such conditions are legally nonconforming and are generally not required to be modified to meet current code requirements.

“Priority 5” refers to a condition where equipment or materials are beyond rated life, but are still serviceable. The condition is currently adequate but cannot be expected to function as designed in the future.

“Priority 6” refers to a condition where hazardous materials, such as asbestos or lead based paints, are currently managed in place but not yet remediated.

“Project” refers to all activity relative to an individual Service Work Order issued pursuant to this Agreement, including the Work of Contractor and its Subcontractors.

“Project Manager” means the OCCM staff member designated in an SWO to manage Work associated with an SWO.

“Related Entity” means a corporation, firm, joint venture, or other entity in which the Contractor, its parent organization, a Contractor subsidiary, or any entity controlled by a parent organization or subsidiary of Contractor has an interest.

“RPIE” means real property installed equipment. RPIE is equipment which is part of the basic functionality of the building, such as HVAC, elevator, pumps, and motors.

“Regional Manager” means the assigned regional manager from the Facility Management Unit of OCCM.

“Restricted Areas” means (i) all areas within a Facility that are not generally accessible to the public, including judges’ chambers, all non-public restrooms, elevators, break rooms, and corridors, and other non-public spaces that are dedicated for use only by judges or Court staff and employees, and (ii) public areas of a Facility during non-business hours that are subject to security screening during normal business hours.

“Risk Management Unit” means the OCCM Risk Management Unit.

“Sentinel Event” means any unexpected occurrence involving death, serious psychological injury, serious property damage, or the risk thereof. The phrase, “or the risk thereof” includes any circumstance where the continuous or repeated exposure to substantially same general conditions would carry a significant chance of a serious adverse outcome. Sentinel Events specifically include each of the following: (i) loss of life, (ii) serious injury to Court staff or Court users, (iii) physical damage or the eminent threat to the Facility resulting from fire or lightning, windstorm or hail, smoke, explosion, riot or riot attending a strike, civil commotion, aircraft or vehicle impact, vandalism, leakage or accidental discharge of water pipes of any kind, the weight of snow, ice or sleet, water damage, collapse, or sudden mechanical failure of mechanical equipment, (iv) unusual health patterns resulting from environmental contamination especially due to asbestos, mold, lead, pesticides, metals, or other agents that might be found in waste streams, in disposal sites, or other accessible locations.

“Service Work Order” or **“SWO”** refers to a written or electronic document that specifies a task or set of tasks ordered by the AOC, and any special instruction applicable to the performance of those tasks. SWOs may be issued for the following types of work: JO, FM, CWO, or PM.

“State Holidays” means New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Presidents Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas. If a State Holiday falls on a Saturday or Sunday, it may be observed on the prior Friday or subsequent Monday as indicated by the Regional Manager.

“Subcontractor” means any individual, firm, partnership, agent, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier, for the performance of any part of this Agreement. When the AOC refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, agents, suppliers, and/or materialmen.

“SWO Issuance Time” means the date and time an SWO is approved and released to the Contractor.

“Third Party” refers to any individual, association, partnership, firm, company, corporation, consultant, subcontractor, or combination thereof (including joint ventures), which is not a party to this Agreement.

“Transition Date” means the date when full responsibility for a Facility is transferred to Contractor. The Transition Date for Facilities in the initial list of Facilities attached as Exhibit I is the Full Performance Date.

“Travel Expenses” means expenses incurred by Contractor or Subcontractor employees while traveling in connection with the Work. Travel expenses include items such as mileage, food, and hotel rooms.

“Travel Time” means salary or wages to be paid to a Contractor or Subcontractor employee for time spent traveling to or from a Facility to perform Work.

“Work” means any facility-related services or work requested by the AOC.

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EXHIBIT B: SCOPE OF WORK

1 General

- 1.1 The Contractor shall provide proactive maintenance and repair services, timely response, identification of facility needs, complete operation management services, conscientious environmental stewardship, and responsible fiscal administration with respect to the Facilities. The Contractor shall provide all management, supervision, personnel, labor, Materials, supplies, tools, vehicles, equipment (except as otherwise provided), and other items and services necessary to perform all Work. The Contractor shall plan, schedule, coordinate and be responsible for the efficient, effective, economical, and satisfactory operation of the Facilities, scheduled and unscheduled maintenance in the Facilities, and repair of equipment and systems located in the Facilities. The Contractor shall provide other related Work, as further described below.
- 1.2 There are three (3) levels of responsibility for Facilities: (i) AOC-managed Facilities where the AOC has full responsibility for the Facility, (ii) county-managed Facilities where the AOC has responsibility for court-exclusive space in those Facilities, and (iii) leased Facilities, where the AOC's responsibilities vary from Facility to Facility.
- 1.3 The current list of Facilities is attached as Exhibit I. This list sets forth the type of facility, and what level responsibility the Contractor will have for that Facility pursuant to this Agreement. Upon sixty (60) Days notice, the AOC may add or remove Facilities to the list, or make changes to the level of responsibility for a Facility. When the AOC adds a Facility to the list; removes a Facility from the list; or changes the level of responsibility for a Facility, the AOC will make the applicable adjustments to the Firm Fixed Price in accordance with Exhibit E, Section 2.1.2.1.2. No such addition, removal, or change will require an Amendment.

2 Firm Fixed Price Work.

The following Work shall be included in the Firm Fixed Price.

- 2.1 Training.
 - 2.1.1 All initial Management and Support Staff shall attend an AOC course on court operations and protocol within three (3) months of the Effective Date. The course will be approximately four (4) hours in length, and will be held at an AOC regional office. Contractor will develop a comparable in-house course for Contractor and Subcontractor employees. Such in-house course shall include training on court security procedures. Contractor shall ensure that each

Approved Person will attend this in-house course within two (2) months of his or her Clearance Date.

- 2.1.2 Contractor shall provide all Approved Persons a minimum of one hour of sexual harassment training each year. Each Approved Person's initial sexual harassment training will be completed within one month of his or her Clearance Date. The syllabus and format of the training will be mutually agreed by the AOC and the Contractor.
- 2.1.3 The Contractor will maintain records of all training required pursuant to this Agreement and will provide the records to the AOC upon request.

2.2 Management and Support Staff.

- 2.2.1 Management and Support Staff. The Contractor will provide Management and Support Staff as shown in the organizational charts in Exhibit L. A general job description and minimum qualifications for each position is included in Exhibit K. Contractor's staff must meet all the minimum requirements as outlined in the job descriptions for the position to which they were assigned. The Management and Support Staff will not normally provide hands-on operations or maintenance work.
- 2.2.2 Qualifications. The AOC must be consulted when considering substituting education for experience requirements or substituting experience for education requirements. The AOC reserves the right to review resumes of any Contractor staff and the right to refuse payment for any staff member who does not meet the Agreement minimum qualifications. Any exceptions must be submitted in writing and approved by the AOC Project Manager.
- 2.2.3 AOC Requirements for Management Staff.

- 2.2.3.1 Exempt Employees. Exempt employees are paid a salary by Contractor to provide a service regardless of the number of hours worked. At a minimum, however, the AOC requires that full time exempt equivalent positions be filled by an employee averaging a minimum of nineteen Business Days (19) worked each calendar month, and averaging at least forty (40) hours worked each week. Days where the employee is provided paid time off will count as days worked, provided the amount of paid time off given to the employee does not exceed twenty (20) Business Days per year. Days spent performing Contractor business not directly related to this Agreement may count as days worked so long as this Contractor business does not interfere with the performance of the Agreement responsibilities and does not exceed five days in any calendar month or twenty days annually.
- 2.2.3.2 Reporting of Work Hours. The Contractor will provide, no later than the 10th Business Day of April, July, October, and January, an exception report listing any exempt positions that did not meet the requirements set forth in Exhibit B, Section 2.2.3.1 above for the preceding quarter. No later than the 10th Business Day after each anniversary of the Effective Date, the Contractor will provide an annual report indicating each exempt position required by this Agreement, the actual days and hours worked, and any adjustment to be credited to the AOC for that exempt position. The amount of the adjustment will be equal to the product of the most current salary paid for the affected exempt position multiplied by a percentage representing the portion of the minimum requirement that was unfilled. The AOC, upon request, has the right to review all supporting documents related to this report.
- 2.2.3.3 Adjustments to Management and Support Staffing Levels. Contractor shall monitor the effectiveness of staffing levels with respect to the Management and Support Staff, and recommend changes in staffing levels and budgetary adjustments to the AOC as necessary. The AOC may also recommend changes based on its observations. If the AOC and the Contractor agree on adjustments to the staffing levels with respect to the Management and Support Staff, either up or down, the AOC and Contractor will agree upon an adjustment to the Firm Fixed Price prior to the implementation of the adjustments. The amount of the adjustment will be based upon the applicable salary information shown in Exhibit L.
- 2.2.3.4 Benefits. The Contractor shall provide the benefit package identified in Exhibit L to its management staff.
- 2.2.4 Functional Responsibilities. Contractor must provide Management and Support Staff staffing to meet the following functional responsibilities.
- 2.2.4.1 Engineering and Planning Support. The Contractor shall provide engineering and planning support services at all Facilities. The Contractor shall provide engineering and technical services such as site surveys, technical drawings, and engineering investigations. The Contractor shall prepare work scope papers, cost estimates, schedules, and design specifications and drawings for Facility Modifications, and other work as requested.

- 2.2.4.2 Computer Aided Drafting Design (CADD). The Contractor shall create all drawings/designs in an AutoCAD compatible digital format, and meet AOC standards and guidelines. Contractor shall provide as-built drawing management and produce non-design drawings and documents. Contractor shall post all required changes to appropriate record drawings within sixty (60) Business Days of Acceptance.
- 2.2.4.3 Maintenance Engineering. The Contractor shall provide mechanical, civil, environmental, and electrical engineering expertise needed to perform: (i) Project review, (ii) Facility and system assessment, (iii) infrastructure program management, (iv) historical data collection on key equipment items, (v) Work analysis, (vi) a Preventative Maintenance program, (vii) guidance for efforts to ensure reliability and maintainability of equipment, processes, utilities, Facilities, control loops, and safety/security systems, and (viii) non-design drafting to maintain existing drawings to an “as-built” level.
- 2.2.5 Work Review Meetings. The Contractor shall prepare, conduct, and document a weekly work review with the Project Manager and a monthly review with the AOC staff. These meetings shall include essential Contractor personnel and key AOC representatives. All SWOs will be reviewed at the monthly review meeting. Contractor shall provide status reports, charts and other aids to assist AOC management in tracking the status of Work, Facility conditions, expenditures, Key Performance Indicators, and other items as requested by AOC staff.
- 2.2.6 Data Reporting. Contractor is responsible for providing to the AOC requested data on the status of all Work in a timely manner. This includes information on SWO status, cost, schedule, and general trend information on Contractor performance.
- 2.2.7 Dispatch. The Contractor shall provide a work reception and dispatch function twenty-four (24) hours a day, seven (7) days a week.
- 2.3 Preventive Maintenance. The Contractor will provide ~~the~~ Preventive Maintenance. All Preventative Maintenance is Firm Fixed Price Work, even if above the Fixed Price Threshold. The Contractor will be proactive and perform all PM regardless of whether the AOC issues an SWO. In the event the parties make a material change to the list of Preventative Maintenance tasks listed in Exhibit O, the AOC will make applicable commensurate adjustment to the Firm Fixed Price in accordance with Exhibit E, Section 2.1.2.2 (“Change to PM or CWO List”).
- 2.4 CWOs. CWOs are issued for recurring tasks of maintenance, planning and design, and/or administrative functions. Each CWO will have a task plan and schedule for performance, and may have deliverable requirements. Work performed pursuant to a CWO shall be considered Firm Fixed Price Work even if above the Fixed Price Threshold. In the event the parties make a material change to the list of CWO tasks listed in Exhibit P, the AOC will make an applicable commensurate adjustment to the Firm Fixed Price in accordance with Exhibit E, Section 2.1.2.2 (“Change to PM or CWO List”).

2.5 Certain JO and FM SWOs. All JO and FM Service Work Orders under the Fixed Price Threshold are Firm Fixed Price Work, except for the Work listed in Sections 2.5.1 through 2.5.2 below. The process for approval of SWOs with work type JO or FM which exceed the Fixed Price Threshold is set forth in Exhibit C, Section 2.6.1.3 (“Other Work Greater than the Fixed Price Threshold”).

2.5.1 Painting and graffiti removal are excluded from the Firm Fixed Priced Work, unless incidental to other Firm Fixed Price Work.

2.5.2 Work to be funded by a Court or another Third Party rather than by the AOC is excluded from the Firm Fixed Price Work.

2.6 **Escorting.**

2.6.1 Only Approved Persons may have unescorted access to Restricted Areas. Unscreened employees of the Contractor and Subcontractors may access Restricted Areas only if they are Escorted by an Approved Person.

2.6.2 Within thirty (30) Days of the Effective Date, the Contractor shall meet with representatives of the AOC and each Court in the Designated Region to discuss Court-specific security issues. As part of these meetings, the Contractor shall ascertain whether that Court requires any background check or screening process in addition to the background check performed by the AOC. The Contractor shall ensure its employees and Subcontractor employees comply with any Court-specific security protocols.

2.6.3 All Escorting in connection with Firm Fixed Price Work or Cost Plus Work shall be considered Firm Fixed Price Work, even if above the Fixed Price Threshold.

2.7 Plans, Studies, and Reports. The Contractor will prepare a variety of plans, studies, and reports as required in this Agreement. Some documents will be one-time deliverables while most will require at minimum annual updates. There will also be a number of recurring reports, most of which will be required monthly. A partial list of required plans, studies, and reports, as well as their frequencies, is provided in Exhibit J. The preparation of all plans, studies, and reports that are due prior to the Full Performance Date shall be included in the Phase-In Costs. The preparation of all other plans, studies, and reports, as well as all updates to any plans, studies or reports, shall be included in the Firm Fixed Price.

2.7.1 Facility Transition Plan.

- 2.7.1.1 The Contractor shall establish a facility transition plan to ensure Facilities, their RPIE, and infrastructure systems are effectively managed. The facility transition plan shall identify all training, equipment, and information needed to optimally operate and maintain Facilities/RPIE/systems until the MMP is fully implemented, and include a plan to acquire such training, equipment, and information. The facility transition plan will define the maintenance organization and provide a realistic plan for developing it.
- 2.7.1.2 Contractor shall deliver the initial facility transition plan to the Regional Manager within sixty (60) Days of the Effective Date. The Contractor shall provide an updated facility transition plan to the Regional Manager whenever a new Facility is added to the list of Facilities in Exhibit I, at least thirty (30) Days before the applicable Transition Date.
- 2.7.1.3 The facility transition plan shall include the following elements:
 - 2.7.1.3.1 Maintenance manpower requirements.
 - 2.7.1.3.2 Number of employees, if any dedicated full time to the Facility.
 - 2.7.1.3.3 Maintenance organizational chart.
 - 2.7.1.3.4 Maintenance policy manual that defines authority and responsibilities.
 - 2.7.1.3.5 Minimum skill level requirements for each position on the maintenance staff.
 - 2.7.1.3.6 Approach to providing maintenance to the Facility.
 - 2.7.1.3.7 List of the special tools and equipment that must be procured for the Facility.
 - 2.7.1.3.8 Bill of Materials that are to be stocked and available for the Facility.
 - 2.7.1.3.9 List of items to be maintained by outside maintenance organizations.
 - 2.7.1.3.10 Plan to transition alarm systems, building automation systems, and other electronic monitoring systems.
 - 2.7.1.3.11 Facility access procedures for Contractor personnel to gain access to the Facility, including issuance of keys, identification cards, etc.
 - 2.7.1.3.12 Plan to work with and around hazardous materials such as asbestos, lead-based paint, etc.

| Facility Transition Plan | |
|-------------------------------|--|
| Initial Facilities | Within sixty (60) Days of the Effective Date. |
| Subsequently-added Facilities | At least thirty (30) Days prior to the Transition Date for that Facility |

2.7.2 Master Maintenance Plan (MMP).

- 2.7.2.1 The objective of the MMP is to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the life cycle costs of Facility ownership while maintaining industry and AOC standards. The MMP shall be comprehensive and dynamic, accounting for the current condition of each Facility and allowing for changes in maintenance practices and procedures over the life of each Facility.
- 2.7.2.2 The Contractor shall develop and implement the MMP, effectively charting a course for maintenance actions for each Facility for at least two (2) years and identifying major repairs needed in a three to five (3-5) year time frame. The MMP shall define how the Contractor will perform maintenance and shall provide metrics to track maintenance performance. The MMP shall define how Facilities will be assessed to determine both maintenance and capital investment requirements.
- 2.7.2.3 The MMP shall include, for each Facility:
 - 2.7.2.3.1 Roof Management. The MMP must include the types of roof material, describe roof condition, and outline short and long term maintenance and replacement needs.
 - 2.7.2.3.2 Water Management. The MMP must address water management, including a cross-connection control and backflow prevention ~~program~~.
 - 2.7.2.3.3 Hazardous Materials. The MMP must include a hazardous waste management plan to identify, sample, and analyze waste streams from new and on-going processes. The plan must provide for the collection and disposal of hazardous materials separately from household and office wastes. The plan shall provide ninety (90) Day accumulation points for Courts.
- 2.7.2.4 The initial MMP shall be completed in three (3) phases with each phase submitted to the Regional Manager for approval.
 - 2.7.2.4.1 Contractor shall submit an initial Facility and system assessment within sixty (60) Days of the Full Performance Date.
 - 2.7.2.4.2 Contractor shall submit a draft MMP within ninety (90) Days of the Full Performance Date.
 - 2.7.2.4.3 Contractor shall submit a final MMP within one-hundred twenty (120) Days of the Full Performance Date.
- 2.7.2.5 Contractor shall submit an updated MMP every two (2) years on the anniversary of the Full Performance Date. The Contractor shall issue an amendment to the MMP any time a new Facility is added to the list of Facilities in Exhibit I.

| Master Maintenance Plan | |
|-------------------------|---|
| Initial Assessment | Within sixty (60) Days of the Full Performance Date |

| | |
|------------------------------------|---|
| Final Draft <u>Plan</u> | Within ninety (90) Days of the Full Performance Date |
| Final Plan | Within one-hundred twenty (120) Days of the Full Performance Date |
| Biennial Update | Every two (2) years on the anniversary of the Full Performance Date |

- 2.7.3 Facility and System Assessment. The Contractor shall evaluate the condition of all Facility and system infrastructures and associated assets by assessing the technical condition, evaluating the repair priorities, and developing both short-term (twelve to eighteen (12-18) months) and long-range (three to five (3-5) years) infrastructure investment programs to support advocacy in the state budget process. All Facilities and infrastructure shall be assessed using the AOC-provided condition assessment software. The Contractor will be required to update AOC-provided assessment computer programs.
- 2.7.4 Facility and Infrastructure Plan. The Contractor shall conduct annual surveys of Facilities and infrastructure to determine required maintenance, improvement, alteration, and modification. Contractor shall use Facility survey results to plan maintenance, repair, and improvement projects.
- 2.7.5 Preventative Maintenance Plan.
- 2.7.5.1 Development of Plan. The Contractor shall assist the AOC to develop a preventative maintenance plan. The Contractor shall work with the AOC plant engineers to manage a well-defined preventative maintenance plan that considers all maintenance, is based on system condition or performance, and achieves the AOC goal of maintaining Facility quality while reducing life-cycle cost.

2.7.5.2 Work Analysis and Status Assessment. The Contractor shall conduct audits on the preventative maintenance program to assess effectiveness using tools such as root cause failure analysis, reliability engineering, and life-cycle cost trends. Contractor shall report trends of key maintenance indices such as backlog, percent of man-hours scheduled, percent of schedule work completed, status of PM SWOs, etc.

2.7.6 Equipment History Assessments. The Contractor shall provide updates for equipment history files of completed SWOs for all machines and equipment individually identified as assets in CAFM. Updates shall include causes of failures and repairs made. Contractor shall provide diagnostic records, such as infrared survey results, water treatment analysis, oil analysis, and steam trap testing results.

2.7.7 Asset Management, Tracking, and Auditing. The Contractor must provide physical inventories and asset management of RPIE and AOC-owned FF&E. Contractor shall complete an initial inventory on each Facility upon transition to Contractor. The AOC will provide any existing known asset list for updating as required. The Contractor will conduct an annual audit on all assets in each Facility due no later than the anniversary of the Transition Date for that Facility. Other inventory control functions should include missing property reports, removal of equipment, replacing bar-code labels, stolen property reports, and other related reports. The Contractor will use the AOC-provided CAFM system for these inventories, audits, and reports.

2.7.8 Quality Control Plan (QCP)

2.7.8.1 The objectives of quality control are (i) to ensure that all the requirements of the Agreement are met throughout the term of the Agreement and (ii) to provide the AOC the means to easily verify compliance. The Contractor shall establish and maintain a complete QCP to ensure the Work is provided as specified. Minimum Key Performance Indicators are identified in Exhibit G.

2.7.8.2 The Contractor shall finalize the QCP and acquire the Regional Manager’s approval within sixty (60) Days of the Effective Date. The QCP shall be an Agreement compliance document. The QCP shall be updated as changes occur. The Contractor shall submit an updated QCP to the Regional Manager annually on the anniversary of the Effective Date.

| Quality Control Plan (QCP) | |
|---------------------------------|--|
| Quality Control Plan | Within sixty (60) Days of the Effective Date. |
| Updates to Quality Control Plan | Annually on the anniversary of the Effective Date. |

2.7.8.3 The QCP shall:

2.7.8.3.1 Describe inspection services to be provided and how measurements are made and data collected. At minimum five percent (5%) of all SWOs will be checked by the Contractor’s management or quality staff on a monthly basis.

- 2.7.8.3.2 Provide KPIs to be used by Contractor personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory Agreement performance.
- 2.7.8.3.3 Provide data which allows the AOC to easily verify Contractor performance including the 5% check described above. Contractor will provide monthly quality control reports to the AOC.
- 2.7.8.3.4 Describe how Contractor processes shall be changed to continually improve performance and address all substandard findings by either the AOC or the Contractor.
- 2.7.8.3.5 Provide management-level metrics that verify compliance with this Agreement and SWOs, and give trend data needed for the AOC to lead and direct the facility operation program.

2.7.9 Safety Plan.

- 2.7.9.1 The Contractor must provide a program-level safety plan within thirty (30) Days of the Effective Date that as a minimum is compliant with the Facility Safety Guidelines established by the AOC.
- 2.7.9.2 Within ninety (90) Days of the Effective Date the Contractor must complete an initial assessment of fire/life safety conditions at each Facility utilizing the form provided by the AOC or an equivalent document provided by the Contractor.
- 2.7.9.3 Utilizing the information developed from the fire/life safety assessment, the Contractor shall provide a site-specific health and safety action plan for each Facility. Contractor shall deliver to the Regional Manager (with a copy to the Risk Management Unit) site-specific plans for 20% of the initial Facilities each month after the Effective Date, until all initial Facilities have site-specific plans. The Contractor shall deliver a site-specific plan for each Facility added to the list of Facilities in Exhibit I within thirty (30) Days of the applicable Transition Date. The site-specific plan shall provide a detailed list of safety related deficiencies that should be included in the MMP, and items to include in the Preventative Maintenance Plan. This plan will be coordinated with the local courts.
- 2.7.9.4 On a day-to-day basis, the safety plan must be implemented to ensure all Contractor and Subcontractor personnel are aware of the safety requirements. Contractor must ensure that personnel are properly trained on the equipment they are tasked to operate. The Contractor shall provide support to the Risk Management Unit to resolve Facility and infrastructure related safety issues.

| Safety Plan | |
|-----------------------------------|---|
| Safety Plan: Program Level | Within thirty (30) Days of the Effective Date |
| Site-Specific Assessment | Within ninety (90) Days of the Effective Date |
| Update Safety Plan: Program Level | Annually on the anniversary of the Effective Date |

| | |
|---|---|
| Health & Safety Action Plan: Site-Specific | 20% of Facilities per month until completed for initial Facilities; within thirty (30) Days of the Transition Date for each subsequently-added Facility |
| Update Health & Safety Action Plan: Site-Specific | Updated as needed; Reviewed annually |

2.7.9.5 The safety plan must comply with the AOC Facility Safety Guidelines and all local, state and federal law, codes, ordinances, and regulations.

2.7.9.6 The AOC has a right to determine that some safety practices are so far beyond the required level based on regulations or standard industry practices that ~~it~~ they places an unreasonable cost on the work effort. An example would be a Contractor's internal policy requiring two people be assigned to every work task and that no one worker can ever perform work without an observer regardless of the work being performed. If the AOC determines that such a practice is cost prohibitive and in excess of regulations it will be the Contractor's responsibility to either justify the expense to the satisfaction of the AOC, stop the practice, or continue the practice but charge the AOC only for efforts that are not beyond regulations and industry standards.

2.7.10 Refrigerant Management Plan. The Contractor shall manage refrigerants to reduce use and emissions of chlorofluorocarbons (CFC). The Contractor shall submit the initial refrigerant management plan to the Regional Manager within sixty (60) Business Days of the Full Performance Date. The refrigerant management plan shall be updated annually, on or about the anniversary of the initial plan. The refrigerant management plan shall include onsite refrigerant inventories, where refrigerants are used, and proposed plans for replacement of non-conforming equipment.

| Heating, Ventilation, and Air Conditioning (HVAC) Systems | |
|---|---|
| Refrigerant Management Plan | Within sixty (60) Business Days of the Full Performance Date. |
| Update | Annually |

2.7.11 Labor Disputes. The Contractor shall develop contingency procedures to minimize the impact to court operations as a result of labor unrest such as walkouts, work slowdowns, protests, and strikes, regardless of source.

2.7.12 **Energy Management Action Plan for each Facility.** The Contractor shall audit each facility for energy management purposes by identifying equipment, controls and measures to reduce energy usage during high peak demand periods and as needed. The Contractor shall submit the initial energy management plan to the Regional Manager and the Utility Engineer Analyst within six (6) months of the Full Performance Date. The Energy management plan shall be updated annually, on or about the anniversary of the initial plan. The plan will include:

2.7.12.1 Identify area's to permanently reduce energy usage (mechanical/electrical load) by 5 %.

2.7.12.2 Action steps to maintain equipment for on a routine basis to ensure energy efficiency.

- 2.7.12.3 A list of all utilities in the facility managed by the AOC and a list of utility points of contact.
- 2.7.12.4 Facility specific action steps to meet the AOC obligations under a variety of utility provider load shedding programs to include:

- 2.7.12.4.1 Load reduction during the time of Use (TOU) period.
- 2.7.12.4.2 Load reduction during the Critical Peak Pricing events. The Independent Operator Utilities (IOU's=PG&E, SCE, SDG&E) must have a minimum of 9 events and a maximum of 15 events during the summer season. An event is triggered by the weather temperature for one or two consecutive days. The IOU will call 24 hours in advance of an event day.
- 2.7.12.4.3 Curtailing electric usage during emergency stages from Flex Your Power. The Independent System Operator (ISO) has electric warnings to prevent the grid from becoming vulnerable during hot weather. The warnings are in stage 1, stage 2 and most critical to curtail power is stage 3.
- 2.7.12.4.4 Other programs that may be developed by the utility providers that will reduce the overall energy cost to the AOC.

| Energy Management Action Plan | |
|---|---|
| Energy Management Action Plans | Within six (6) months of Full Performance Date |
| Updates to Energy Management Action Plans | Annually on the anniversary of the initial plan |

2.7.13 Utility Rebate Application for Energy Efficient Equipment.

- 2.7.13.1 Contractor to notify and collaborate with AOC Utility Engineer Analyst(s) prior to initiating project to replace energy consuming equipment.
- 2.7.13.2 AOC Utility Engineer Analysts will investigate utility rebate opportunities and advise contractor of data/calculations required from contractor to facilitate completion of rebate application.
- 2.7.13.3 Contractor to provide equipment specification sheets on proposed equipment prior to purchase so that AOC Utility Engineer can ensure compliance with local utility rebate program as applicable.
- 2.7.13.4 Contractor to contact and work directly with utility rebate representatives when directed to do so by AOC to facilitate the rebate process.
- 2.7.13.5 Contractor to provide all invoicing materials either to AOC Utility Engineer Analyst or directly to utility if directed by AOC within 30 days of project completion.
- 2.7.13.6 Contractor agrees to be available for pre and post inspections of project if required by each utility provider. Some providers simply require that AOC submit an invoice for example to complete the rebate process where as other utilities require a complete pre and post inspection.

- 2.8 Any cost incurred by the Contractor in the preparation of any Cost Plus Proposals is included in the Firm Fixed Price.

3 Cost Plus Work

- 3.1 The following types of Work will be Cost Plus Work (unless performed pursuant to the JOC Agreement):
 - 3.1.1 Work performed in excess of the Fixed Price Threshold pursuant to an SWO with work type JO or FM. The Contractor will be responsible for the first \$2,000 of such Work as further described in Exhibit E, Section 2.2.4 ("Firm Fixed Price Credit").
 - 3.1.2 Work to be funded by a Court or a Third Party rather than by the AOC. Examples of such Work include:
 - 3.1.2.1 Audiovisual. The Contractor shall provide audiovisual/video system installation, maintenance, and repair as requested. This Work will include cable pulls and terminations, equipment installation, equipment maintenance and repair, testing, software coding and training.
 - 3.1.2.2 Furniture/Equipment Moving Service. The Contractor shall provide a full moving service as needed to support court operations. This includes movement, dismantling, and installation of office furniture, equipment, supplies and other items as requested. Furniture and equipment moving incidental to Firm Fixed Price Work shall be included in the Firm Fixed Price. The Contractor shall provide space-planning assistance as necessary.
 - 3.1.3 Work to correct Deficiencies; and
 - 3.1.4 Graffiti removal and painting, unless incidental to Firm Fixed Price Work.
 - 3.1.5 Any changes to the Maximum Approved Cost must be fully justified and approved by the AOC. Changes will normally only be considered if they result from a change in the scope of the SWO or from conditions or requirements that could not have been reasonably foreseen by a qualified contractor.

4 Phase-In

- 4.1 Phase-In Period Work. During the Phase-In Period, the Contractor will acquire all equipment, manpower, and other Materials necessary to perform the Work at all Facilities. The Contractor will make all other preparations necessary to begin performing the Work at all Facilities on the Full Performance Date.
- 4.2 The AOC will pay Phase-In Costs as described in Exhibit E, Section 2.5 ("Phase-In Costs and Phase-Out Costs").
- 4.3 Expenditures of the Phase-In Costs shall be recorded and provided to the AOC. The following types of expenses are considered Phase-In Costs:

- 4.3.1 Cost for mobilization such as obtaining equipment, manpower, subcontractors, and facilities needed to support the Agreement.
- 4.3.2 Training costs including any travel necessary to educate employees in the requirements and procedures to be followed in the performance of the Agreement. This includes CAFM training and related expenses, as further described in Exhibit B, Section 7.1.7 (“Training Classes for CAFM”) below.
- 4.3.3 All management cost during the Phase-In Period including Travel Expenses, salaries, office space, administrative expenses, and other related expenses.
- 4.3.4 All reports and plans listed in Exhibit B, Section 2.7 (“Plans, Studies, and Reports”) due prior to Full Performance Date.
- 4.4 No other compensation shall be paid to the Contractor by the AOC for the cost or expense of mobilization or the acquisition of tools and equipment for the performance of Work under this Agreement. The AOC will pay no additional phase-in costs, regardless of the number or size of buildings added to the list of Facilities.

5 Phase-Out

- 5.1 If the AOC transitions all or a portion of the Work to in-house, to a Court, or to another entity, the Contractor shall cooperate with the AOC, Court, and/or such other entity to ensure an orderly change over.
- 5.2 During the Phase-Out Period, Contractor shall cooperate to ensure an orderly transition to any successor entity. Recruitment notices may be placed in each Facility to allow a successor entity’s access to incumbent employees.
- 5.3 The AOC will pay phase-out costs as described in Exhibit E, Section 2.5 (“Phase-In Costs and Phase-Out Costs”).
- 5.4 During the Phase-Out Period, Contractor will deliver and assign ownership to the AOC of:
 - 5.4.1 any tangible or intangible property originally purchased at or over one thousand dollars (\$1,000) by Contractor using Phase-In funds;
 - 5.4.2 any computer equipment or software purchased using Phase-In funds; and
 - 5.4.3 any equipment, supplies, Materials, etc, purchased pursuant to an SWO in support of the Work.

6 Deficiencies

Prior to the Full Performance Date, the Contractor and the AOC will complete a walk-through of each Facility for a baseline evaluation of the Facility. The Contractor will have thirty (30) Days after the Full Performance Date to identify any Deficiencies. The AOC will have thirty (30) days to evaluate and approve the list of

Deficiencies. Any unverified item on the list will not be considered a Deficiency. Correction of Deficiencies will not be Firm Fixed Price Work, unless the Contractor is required to remedy the Deficiency (i) as part of its required Preventative Maintenance, (ii) pursuant to a CWO, or (iii) incidental to Firm Fixed Price Work. The AOC may have the Contractor or any other entity perform the correction of Deficiencies. The correction of any preexisting condition not identified as a Deficiency within thirty (30) Days of the Full Performance Date will be included in the Firm Fixed Price Work.

7 Information Technology and CAFM

- 7.1.1 Contract Management Documentation. Documents, correspondence, and reports related to the management of the Agreement shall be generated and maintained electronically to the maximum extent possible.
- 7.1.2 Information Technology. The Contractor shall use both AOC-provided and Contractor-provided software programs for integration of Facilities records, maintenance records, and workflow management. Where specified, the AOC-provided programs must be used. The AOC standard office software is Microsoft Office.
 - 7.1.2.1 When the Contractor uses a non-compatible program, it is the Contractor's responsibility to ensure the data collected is transferred to AOC software programs without any additional cost to the AOC.
 - 7.1.2.2 The Contractor will provide all computer hardware such as computers, monitors, printers, etc. for its personnel in quantities that will ensure timely completion of all tasks. The Contractor must provide all network connectivity required to perform these tasks. It should be assumed that the Court networks will not be available for this purpose.
 - 7.1.2.3 The AOC may make Contractor-requested changes or enhancements to CAFM. The Contractor will pay for those changes or enhancements which are solely or primarily for the benefit of the Contractor. The AOC will prepare a cost estimate and provide it to the Contractor prior to any changes being made.
- 7.1.3 CAFM. The Contractor will be tasked through CAFM, as further described in Exhibit C. The Contractor shall ensure that all Work is recorded in CAFM. The Contractor shall use CAFM to (i) receive, review, approve, coordinate, and track all SWOs; and (ii) log, schedule, and record all labor and associated costs and activities to each SWO. All Contractor employees performing Work must have access to CAFM.
- 7.1.4 The Contractor shall track Service Work Order requests in CAFM until the Work is functionally completed.
- 7.1.5 Work Closeout. The Contractor shall functionally close out all Work within two (2) Business Days of completion. The Work will not be considered complete until all required data entry work and other administrative requirements are completed. This includes reporting all changes to fixed assets to the Maintenance Engineering staff and recording all cost, Materials, equipment, subcontracted work, etc. in CAFM.
- 7.1.6 Estimated Subcontractor and Material costs will be recorded in CAFM. Work that is completed but is awaiting Subcontractor final cost will be identified as "Complete Awaiting

Invoice." Training, operating instructions, and operating manuals will be provided for all new equipment and systems installed as part of the Work. When all tasks have been completed and verified, the Project Manager will close the SWO in CAFM.

- 7.1.7 Training Classes for CAFM. The AOC will provide a one-time training class consisting of three (3) days of hands-on training for up to ten (10) Contractor employees on the use of CAFM. This training will be conducted in Sacramento. This training will occur during the Phase-In Period. Additionally, the Contractor will be permitted to have two (2) employees spend up to a two (2) week period of time in the Customer Service Center in Sacramento to enhance their learning of the CAFM system and to establish coordination and communications between the Contractor and the Customer Service Center. This training will occur either during the Phase-In Period or within ninety (90) Days of the Full Performance Date. All training costs will be the responsibility of the Contractor; compensation to the Contractor for this training is included in the Phase-In Cost.
- 7.1.8 Handheld Data Recorders. It is not presently planned, however the AOC may in the future provide the Contractor with handheld data recorders programmed to connect with the CAFM system. If provided, the Contractor will use these devices in the performance of maintenance and repairs operations, as well as for asset management. The AOC shall negotiate terms as an amendment to the Agreement, if needed.

8 Miscellaneous Services

- 8.1 Utility System Availability. The Contractor shall maintain utility systems to ensure availability twenty-four (24) hours a day, seven (7) days a week unless specifically ~~authorized~~ directed otherwise by the AOC. The AOC may authorize downtime of utility systems in order to maximize their overall availability. Any downtime not specifically authorized shall be considered unauthorized downtime. Any situation that requires unscheduled corrective maintenance shall be considered a breakdown. Utility downtimes should be scheduled outside of Normal Working Hours to the extent possible. For additional specific requirements, see Exhibit D, Section 8.4 (“Disruption of Services”).
- 8.2 Major Accident, Disaster Response, and Emergencies. The Contractor shall provide effective contingency and disaster response for major accidents, disasters, and emergencies. An emergency response manager must be available twenty-four (24) hours a day, seven (7) days a week. The emergency response manager shall respond to the AOC Regional Office within one hour of notification. The emergency response manager shall assist in the performance of risk assessment and analysis; establish command and control operations; provide communications; and monitor recovery actions until relieved by the Regional Manager. The Contractor shall continue to provide essential facility and infrastructure operations, maintenance and repair, and customer service during a crisis or emergency. The Contractor shall provide service twenty-four (24) hours a day until the crisis is over, as directed by the Regional Manager.
- 8.3 Hazardous Waste Program.
- 8.3.1 The Contractor shall, in cooperation with OCCM, implement and manage a HAZMAT program for Facilities in accordance with the MMP. The Contractor shall perform spill containment and clean up for hazardous material spills of fifty-five (55) gallons or less. Larger spills will require the assistance of community HAZMAT first response. The Contractor must properly dispose of all hazardous material spill wastes, and provide the appropriate manifests and HAZMAT bills of lading to OCCM.
- 8.3.2 All employees performing HAZMAT operations shall be State of California certified and trained to the appropriate level for which they work. All training is the responsibility of the Contractor. The Contractor must obtain and retain hazardous waste disposal permits, submit monthly reports of collections and disposals, and retain documentation for the duration of this Agreement. OCCM shall select the hazardous material disposal facilities, and all materials for disposal shall be manifested in the name of the AOC.
- 8.3.3 The Contractor shall provide programs and guidelines that enable the Facility hazardous waste generators to properly collect and handle the waste streams they generate and track the containers from cradle-to-grave.
- 8.3.4 The Contractor shall, at no additional cost to the AOC, develop policies and procedures to safely and effectively work in and around hazardous materials such as asbestos, lead-based

paint, etc. The known presence of hazardous material will not be justification for delays in Work.

- 8.4 The Contractor shall operate, maintain, and repair RPIE and other assigned assets.
- 8.5 Facilities maintenance and repair requirements include, but are not limited to, all elements of the "Standard Classification of Building Elements and Related Site Work" – UNIFORMAT II.
- 8.6 Locksmith Services. As directed by the AOC, the Contractor may be required to provide locksmith services pursuant to this section. All references to keys shall include key cards.
 - 8.6.1 If directed by the AOC, the Contractor shall maintain a master key inventory and a key-control ~~program~~ system. The key-control ~~program~~ ~~ess~~ may include, but not be limited to: Facilities, holding cells, individual rooms, and container control. There will be differing types of key systems in place depending on the county and the Facility. Contractor shall secure key blanks, card key systems, master keys, key codes and duplicates, to avoid misuse or unauthorized access to Facilities. Any key-control program developed by the Contractor must be coordinated with the local Court.
 - 8.6.2 The Contractor shall, if requested: (i) maintain locks, panic hardware, mechanical ciphers, and real property installed vaults; (ii) install lock cores for all newly constructed or renovated Facilities; (iii) provide vault combination change training to Court staff with combination vaults; and (iv) re-key locks and systems when the Regional Manager deems it necessary to ensure security.
 - 8.6.3 Lockout calls shall be treated as emergency Service Work Orders. The Contractor shall confirm with either the Court Liaison or security personnel that the locked out person has authority to enter before unlocking any area.
- 8.7 Sentinel Event Reporting and Management. The Contractor shall, in cooperation with OCCM, implement a Sentinel Event management program. Upon the occurrence of a Sentinel Event the Contractor may, pursuant to Exhibit C, Section 3 ("Work Without an SWO"), initiate Work prior to receiving an SWO. At the discretion of the Project Manager, Work on the Sentinel Event may be continued as either a Cost Plus SWO, or pursuant to the JOC Agreement.

EXHIBIT C: TASKING PROCESS

1 Job Order Contracting

- 1.1 All work to be performed pursuant to the Job Order Contracting methodology will be tasked in accordance with the JOC Agreement.

2 Provisions applicable to all SWOs

- 2.1 Work Request. The AOC, a Court, or the Contractor may identify tasks required to maintain, repair, or and improve a Facility and create a work request in CAFM for the completion of those tasks.
- 2.2 Issuance of SWO. The Contractor will be tasked through CAFM. The personnel identified in Section 2.2.1 through 2.2.5 below are authorized to issue through CAFM an SWO on behalf of the AOC. The AOC will provide a letter to the Contractor with the name of the person filling each position. The AOC may update this letter, without the need for an Amendment, from time to time as personnel change.

- 2.2.1 Senior Manager for Facility Management

- 2.2.2 Regional Manager for Facility Operations

- 2.2.3 Supervising Facility Management Administrator

- 2.2.4 Facility Management Administrator

- 2.2.5 AOC Customer Service Center Personnel

- 2.3 SWO Contents. Each SWO will contain, without limitation:

- 2.3.1 Project Manager name and contact information,

- 2.3.2 Court Liaison name and contact information,

- 2.3.3 location of the affected Facility,

- 2.3.4 location within the Facility where the problem exists,

- 2.3.5 description of the problem,

- 2.3.6 date and time the call or request for service was received by the AOC,
 - 2.3.7 type of work (JO, FM, CWO, or PM),
 - 2.3.8 priority,
 - 2.3.9 due date,
 - 2.3.10 cost type (FFP or CP), and
 - 2.3.11 Maximum Approved Cost.
- 2.4 Response. The Contractor will dispatch appropriate personnel to the affected Facility to assess the problem or evaluate the requested tasks.
- 2.4.1 JOs. If the work type is "JO," the Contractor will dispatch appropriate personnel within the time period specified in Table 2.4.1 below, as determined by (i) priority of the work, as identified in the SWO, (ii) whether one or more Contractor FTEs are assigned to the Facility, and (iii) whether the SWO Issuance Time is during or outside of Normal Working Hours.

TABLE 2.4.1: Response Times for JOs

| Conditions: | Emergency | Urgent | Routine | | | |
|--|-----------|---------|----------|----------------------|---|---|
| Priority | 1 | 2 | 3 | 4 | 5 | 6 |
| FTE normally assigned to Facility - Normal Working Hours | | | | | | |
| Response Time | 30 Min | 2 Hours | Next BD | 5 Business Days (BD) | | |
| FTE normally assigned to Facility - Outside Normal Working Hours | | | | | | |
| Response Time | 1 Hours | Next BD | Next BD | 5 BD | | |
| No FTE normally assigned to Facility - Normal Working Hours | | | | | | |
| Response Time | 1 Hour | 4 Hours | 24 Hours | 5 BD | | |
| No FTE normally assigned to Facility - Outside Normal Working Hours | | | | | | |
| Response Time | 2 Hours | Next BD | Next BD | 5 BD | | |

- 2.4.2 FMs. If the work type is "FM," the Contractor will dispatch appropriate personnel within the time period specified in Table 2.4.2 below, as determined by (i) priority of the work, as identified in the SWO, (ii) whether one or more Contractor FTEs are assigned to the Facility, and (iii) whether the SWO Issuance Time is during or outside of Normal Working Hours.

TABLE 2.4.2: Response Times for FMs

| Conditions: | Emergency | Urgent | Routine | | | |
|---|-----------|---------|---------|---|---|---|
| Priority | 1 | 2 | 3 | 4 | 5 | 6 |
| FTE normally assigned to Facility - Normal Working Hours | | | | | | |
| Response Time | 30 Min | Next BD | 7 BD | | | |
| FTE normally assigned to Facility - Outside Normal Working Hours | | | | | | |

| | | | |
|---|---------|---------|------|
| Response Time | 1 Hours | Next BD | 7 BD |
| No FTE normally assigned to Facility - Normal Working Hours | | | |
| Response Time | 1 Hour | Next BD | 7 BD |
| No FTE normally assigned to Facility - Outside Normal Working Hours | | | |
| Response Time | 2 Hours | Next BD | 7 BD |

- 2.4.3 CWOs and PMs. If the work type is “CWO” or “PM” the Contractor will dispatch appropriate personnel to ensure that the Work is completed by the due date.
- 2.4.4 Response times start at the SWO Issuance Time. There may be some Facilities or occasions where an exception to the response times in Table 2.4.1 or Table 2.4.2 may be approved by the Regional Manager. These exceptions will be identified in the MMP.
- 2.5 Estimate.
 - 2.5.1 For JOs and FMs, the dispatched personnel will assess the requested tasks and estimate the cost of completing the Work. This estimate must have three parts (i) Base Cost, (ii) Travel Time, and (iii) Travel Expenses.
 - 2.5.2 The Contractor will not include any costs in the ~~Base Cost~~ estimates that are not allowed pursuant to Exhibit E or another part of this Agreement. If the Base Cost estimate utilizes an employee whose Prevailing Wage classification is greater than the Prevailing Wage classification normally required to do the applicable Work, the Contractor must provide a detailed justification for the selection of the more expensive employee. For example, if Contractor uses a plumber, whose prevailing wage is \$78/hour, to perform services usually provided by a landscaper, whose prevailing wage is \$30/hour, the Contractor must provide justification for selection of that employee. If the Project Manager disagrees with the justification provided, the Contractor will utilize a less expensive employee.
- 2.6 Completion of Work.
 - 2.6.1 JOs and FMs.
 - 2.6.1.1 If the estimated Base Cost is less than the Fixed Price Threshold, Contractor will perform the Work specified in the SWO in accordance with the requirements of this Agreement and the SWO. Contractor will complete the Work specified in the SWO within the completion time specified in Table 2.6.1.1 below, as determined by (i) priority of the work, as identified in the SWO, (ii) whether one or more Contractor FTEs are assigned to the Facility, and (iii) whether the SWO Issuance Time is during or outside of Normal Working Hours. Completion times start at the SWO Issuance Time. There may be some Facilities or occasions where an exception to the completion times in Table 2.6.1.1 may be approved by the Regional Manager. These exceptions will be identified in the SWO.

TABLE 2.6.1.1: Completion Times for JOs.

| Conditions: | Emergency | Urgent | Routine | | | |
|--|-----------|---------|---------|---------|---------|---------|
| Priority | 1 | 2 | 3 | 4 | 5 | 6 |
| FTE normally assigned to Facility - Normal Working Hours | | | | | | |
| Completion Time | 2 Hours | Next BD | 5 BD | 30 Days | 45 Days | 60 Days |
| FTE normally assigned to Facility - Outside Normal Working Hours | | | | | | |
| Completion Time | 2 Hours | Next BD | 5 BD | 30 Days | 45 Days | 60 Days |
| No FTE normally assigned to Facility - Normal Working Hours | | | | | | |
| Completion Time | 2 Hours | Next BD | 5 BD | 30 Days | 45 Days | 60 Days |
| No FTE normally assigned to Facility - Outside Normal Working Hours | | | | | | |
| Completion Time | 2 Hours | Next BD | 5 BD | 30 Days | 45 Days | 60 Days |

2.6.1.2 Emergency Work Above the Fixed Price Threshold. If the estimated Base Cost is greater than the Fixed Price Threshold, but the SWO is identified as Priority 1, the Contractor is authorized to initiate Work prior to receiving further direction from the Project Manager. Labor performed by the Contractor and all Materials on such SWO may not exceed three thousand five hundred dollars (\$3,500). As soon as practical but before the \$3,500 threshold is reached, the Contractor must contact the Project Manager to document the Work and receive any additional authorization for emergency work in excess of \$3,500. Emergency work performed over \$3,500 in value and without approval from the Regional Manager or the Project Manager will be considered out of the scope of the Agreement and may not be reimbursed by the AOC.

2.6.1.3 Other JO or FM Work Greater than the Fixed Price Threshold.

- 2.6.1.3.1 If the estimated Base Cost for JO or FM Work is greater than the Fixed Price Threshold, Contractor must immediately notify the Project Manager.
- 2.6.1.3.2 The Contractor must demonstrate to the Project Manager that the reasonable cost of performing the JO or FM Work is above the Fixed Price Threshold.
- 2.6.1.3.3 The Project Manager may (i) reissue the SWO for JO or FM Work with a cost type of "cost plus," (ii) re-task the Work pursuant to the JOC Agreement, or (iii) cancel the SWO.
- 2.6.1.3.4 The Contractor may not perform any additional work on the SWO until it receives direction from the Project Manager.
- 2.6.1.3.5 If the Project Manager directs the Contractor to complete the SWO pursuant to the Cost Plus methodology, the Contractor will complete the Work by the due date specified in the SWO.
- 2.6.1.3.6 JO or FM Work performed over \$2,000 in value and without approval from the Project Manager will be considered out of the scope of the Agreement and may not be reimbursed by the AOC.
- 2.6.1.3.7 The time during which the SWO is deferred by the AOC will not count against the Contractor in calculating timeliness.

2.6.2 CWOs and PMs. If the SWO work type is "CWO" or "PM," the Contractor will complete the specified Work by the stated due date.

2.6.3 The Contractor agrees to complete all Work specified in the SWO for the applicable Maximum Approved Cost. The Contractor shall not exceed the Maximum Approved Cost without the express written consent of the AOC. Contractor shall not be reimbursed for more than the applicable Maximum Approved Cost with respect to any SWO.

3 Work Without an SWO

- 3.1 In the event the Contractor becomes aware of a condition (including a Sentinel Event) that it reasonably believes would constitute a Priority 1 condition, but the Contractor has not received an SWO regarding that condition: (i) the Contractor is authorized to initiate work as if an SWO had been issued for a Priority 1 condition, and (ii) the Contractor shall proceed as specified in Exhibit C, Section 2.6.1.2 ("Emergency Work Above the Fixed Price Threshold"). Emergency Work performed over \$3,500 in value and without an SWO will be considered out of the scope of the Agreement and may not be reimbursed by the AOC.
- 3.2 Other than Work covered by Exhibit C, Section 3.1 above, Work performed without an SWO will not be compensated or paid by the AOC. Work performed outside the scope of the SWO, or beyond the Maximum Approved Cost for the SWO, will not be compensated or

paid by the AOC. Any commencement of Work prior to the Contractor's receipt of an authorized SWO shall be done at the Contractor's own risk.

4 Cost Plus Work. In addition to any requirements for SWOs generally, the following provisions shall apply to SWOs for cost plus work.

- 4.1 Cost Plus Proposal Request. If the cost type of an SWO is "cost plus," the Contractor will prepare a Cost Plus Proposal for completion of the relevant Work.
- 4.2 Cost Plus Proposal Contents. The Contractor will not include any costs in the Cost Plus Proposal that are not allowed pursuant to Exhibit E or another part of this Agreement. If the Cost Proposal utilizes an employee whose Prevailing Wage classification is greater than the Prevailing Wage classification normally required to do the applicable Work, the Contractor must provide a detailed justification for the selection of the more expensive employee. For example, if Contractor uses a plumber, whose prevailing wage is \$78/hour, to perform services usually provided by a landscaper, whose prevailing wage is \$30/hour, the Contractor must provide justification for selection of that employee. If the Project Manager disagrees with the justification provided, the Contractor will utilize a less expensive employee.

- 4.3 Approval. At the AOC's sole discretion, the AOC may (i) approve the Cost Plus Proposal and the Contractor will complete the Work as specified in the Cost Plus Proposal; (ii) re-task the Work pursuant to the JOC Agreement; or (iii) cancel the SWO.
- 4.4 Other Methods. The AOC does not guarantee that the Contractor will receive any Cost Plus SWOs under this Agreement. The AOC may have any work performed (i) by AOC staff, (ii) by Court staff or Court contractors, (iii) by a Third Party pursuant to a Job Order Contracting methodology, (iv) by a Third Party pursuant to an indefinite delivery/indefinite quantity contract, (v) by the California Department of General Services or another state entity, (vi) by a county or other local governmental entity, (vii) by a Third Party selected in a competitive bidding process, or (viii) otherwise by a Third Party. Such work includes (a) work that could have been tasked to Contractor pursuant to this Agreement or the JOC Agreement, and (b) work that was tasked to Contractor pursuant to this Agreement or the JOC Agreement but was cancelled or terminated for any reason.
- 4.5 The Contractor shall ensure its Cost Plus Work documentation includes documentation for cost control and labor costs.
- 4.6 If the Contractor has commenced a Cost Plus SWO and becomes aware that completion of the SWO may exceed the original applicable Maximum Approved Cost, Contractor shall immediately notify the AOC and provide the AOC with justification for the additional cost.
- 4.6.1 If the AOC agrees with the justification for additional cost, the AOC may (i) re-issue the SWO with a new Maximum Approved Cost, (ii) re-task the Work pursuant to the JOC Agreement, or (iii) cancel the SWO.
- 4.6.2 If the AOC does not take an action allowed by Exhibit C, Section 4.6.1 above, and the AOC does not agree with the justification for additional cost, the parties will price the SWO using the Construction Task Catalog, as further described in the JOC Agreement. If the parties do not agree on the pricing generated using the Construction Task Catalog, the AOC will cancel the SWO and pay the reasonable value of any Work satisfactorily completed. If the parties are unable to agree upon the value of the Work satisfactorily completed, the parties will refer to the Construction Task Catalog for the cost of tasks satisfactorily completed.
- 4.7 Any Cost Plus SWO with a Maximum Approved Cost in excess of \$25,000 must have the written approval of the OCCM Director. Contractor shall not accept a Cost Plus SWO with a Maximum Approved Cost in excess of \$25,000 without the written approval of the OCCM Director.
- 4.8 At the direction of the AOC, the Contractor will communicate all cost estimates, cost increases, etc with the funding agency.

EXHIBIT D: MANNER OF PERFORMANCE

1 Contractor Personnel

- 1.1 Contractor shall provide all personnel (including Subcontractor personnel) necessary to accomplish the Work authorized under this Agreement. Contractor shall ensure all Work is properly authorized and prioritized and ensure persons who are utilizing the Facilities are well informed. The Contractor shall provide documentation for coordination, cost control, SWO progress, equipment repair records, and closeout control.
- 1.2 The Contractor is responsible for all SWOs from receipt to timely closeout. Timely response and follow-up with Court Liaisons is vital to ensure Work is completed to the Courts' satisfaction.
- 1.3 Field Operations Staff. The Contractor will provide a field operations staff as shown in Exhibit L. Field operations staff will provide hands-on operations and maintenance work. The field operations staff includes chief stationary engineers, stationary engineers, building technicians, general maintenance workers, grounds workers, and other technical staff. In addition to the field operations staff identified, the Contractor may use subcontracted resources to supplement its field operations staff in accordance with the subcontracting provisions of this Agreement.
- 1.4 Contractor Employees. The Contractor shall not employ persons, or subcontract to persons, identified as a potential threat to the health, safety, security, general well-being or operational mission of the courts. The Contractor shall ensure employees obtain and maintain current certifications needed to perform assigned Work. Employees must maintain necessary qualifications in order to perform assigned Work, not limited to: access clearances, professional registration, and training currency.
- 1.5 Appearance. Contractor and Subcontractor personnel shall present a clean, neat, and professional appearance and be easily recognized as Contractor employees. At the minimum, the Contractor shall ensure all employees exhibit an identifying badge or patch, which shall include name of the corporate entity employing the employee and the employee's name. Each employee shall wear the badge or patch on the front outer clothing. The badge shall be visible at all times. The AOC recommends that the Contractor implement a standard dress for all employees performing Work at a Facility.
- 1.6 Communication. Contractor staff members assigned to perform Work must have the ability to communicate clearly and professionally both in written and verbal English. The Contractor staff will be expected to effectively communicate with AOC staff, Court staff,

county employees, judicial officials, members of the public, regulatory agencies, and others as needed.

- 1.7 Authorized Overtime. The AOC will not pay for any staff overtime for non-exempt employees unless the AOC authorizes such payment in advance through an SWO. The AOC will never pay for staff overtime for exempt employees.
- 1.8 Scheduling. Many SWOs will have to be performed outside of Normal Working Hours. Contractor will absorb the costs of performing this Work outside of Normal Working Hours. The AOC expects that Contractor will minimize overtime payment by implementing a well-managed schedule, such that some employees will be regularly scheduled to work outside of Normal Working Hours, if appropriate.
- 1.9 Licensed Professionals. California law may require the use of a licensed professional engineer or architect, or certification by a licensed professional engineer or architect in some Work, and in such instance Contractor shall use the required licensed professional engineer or architect. When the AOC is aware that such requirements exists, the AOC will make a good faith effort to note that requirement in the SWO, however, Contractor shall ultimately be responsible for ensuring that Contractor complies with this requirement and California law with respect to professional engineers and architects notwithstanding whether the requirement is noted in a SWO. Any professional engineer or architect who provides design or engineering services must be licensed to perform work in the State of California.
- 1.10 Security Protocols. Contractor personnel will comply with all AOC- and Court-required security protocols in the performance of Work. Such protocols shall include the then-current AOC Tool Control Policy. The version of the AOC Tool Control Policy in effect as of the Effective Date is attached as Exhibit M.
- 1.11 The Contractor shall ensure that keys/key cards issued to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor shall re-key locks at no cost to the AOC when keys or key cards are lost or misplaced or otherwise compromised through the negligence of Contractor or Subcontractor employees. Contractor must immediately report lost or duplicate keys to the Regional Manager. Contractor must prohibit the use of keys by any person other than the Contractor's or Subcontractor's employees. Only the Contractor's employees or Subcontractor's employees engaged in the performance of Work shall be granted access to locked areas.
- 1.12 Contractor shall at all times maintain an injury and illness prevention program that is compliant with federal and state law, and shall ensure that all Contractor staff members assigned to perform Work have received the necessary safety related training and are supplied with the personal protective equipment necessary to perform Work.

2 Contract Manager

- 2.1 Contractor shall provide a Contract Manager who is responsible for:
 - 2.1.1 Serving as the primary contact with the Regional Manager and other AOC personnel;
 - 2.1.2 Managing the day-to-day activities of Contractor and its Subcontractor's personnel;
 - 2.1.3 Identifying the appropriate resources needed;
 - 2.1.4 Planning and scheduling the Work;
 - 2.1.5 Meeting budget and schedule commitments;
 - 2.1.6 Providing progress reports; and
 - 2.1.7 Acting to ensure the overall quality of the Work performed.
- 2.2 The AOC reserves the right to disapprove the continuing assignment of the Contract Manager if, in the AOC's opinion, the performance of the Contract Manager is unsatisfactory. The AOC agrees to provide Notice to Contractor in the event it makes such a determination. If the AOC exercises this right, Contractor shall immediately assign a replacement Contract Manager possessing equivalent or greater experience and skills.
- 2.3 If the Contract Manager, through no cause or fault of Contractor, terminates his or her employment with Contractor or otherwise becomes unavailable to perform Work, Contractor shall immediately provide a replacement Contract Manager possessing equivalent or greater experience and skills.
- 2.4 Contractor shall endeavor to keep the same Contract Manager identified in the organization chart in Exhibit L is retained during the term of this Agreement.
- 2.5 If the Contract Manager becomes unavailable or is disapproved and Contractor cannot furnish a replacement acceptable to the AOC, the AOC will reduce the Firm Fixed Price for the period the Contract Manager or his or her replacement is unavailable or terminate this Agreement or a portion thereof for cause, pursuant to Exhibit F, Section 1.2 ("Termination for Cause"). The amount of the reduction will be equal to the product of the most current salary paid for the Contract Manager (including all benefits) multiplied by a percentage representing the portion of the year that the position was unfilled. The AOC, upon request, has the right to review all supporting documents related to this calculation.

3 Acceptance of Work

3.1 Acceptance Criteria. The acceptance criteria for Work (“Criteria”) are:

- 3.1.1 Timeliness: The Work is provided on time; according to schedule;
- 3.1.2 Completeness: The Work is completed in accordance with the applicable SWO including all of the Deliverables, Data, Materials, and features required by the Agreement; and
- 3.1.3 Technical accuracy: The Work complies with the standards of this Agreement, or, if this Agreement lacks an applicable standard for provision of the Work, the currently generally accepted industry standard for maintenance and operations of public facilities in the State of California.

3.2 Acceptance Procedures.

- 3.2.1 The Project Manager shall be responsible for the acceptance of all the Work performed pursuant to each Service Work Order. The Project Manager will apply the Criteria to determine the acceptability of the Work provided by Contractor. The AOC shall accept the Work, provided that Contractor has completed the Work in accordance with the Criteria.
- 3.2.2 The Project Manager shall issue a written communication to notify Contractor of the Work’s acceptability.
- 3.2.3 If the AOC rejects the Work provided, the Project Manager shall submit to Contract Manager a written rejection describing in detail the failure of the Work as measured against the Criteria. If the Project Manager rejects the Work, the parties agree that any disputes resulting from such rejection will be resolved as set forth in this section. If the AOC rejects the Work, then Contractor shall have a period of ten (10) Business Days from receipt of the notice of rejection to correct the stated failures.
- 3.2.4 If the Project Manager and Contract Manager cannot resolve a dispute as to the Work’s acceptability, a principal of the Contractor and the Director of OCCM, or designee, shall meet to discuss the dispute. If in the reasonable judgment of the Director of OCCM, or designee, agreement cannot be reached or the Contractor fails to cure those deficiencies that are perceived in the Work or fails to perform such cure within the time established by the Director of OCCM, the AOC may reject the Work and will notify Contractor in writing of such action and the reasons for so doing. Upon rejection of the Work, the AOC may terminate this Agreement, or the applicable SWO, pursuant to the terms of Exhibit F, Section 1.2 (“Termination for Cause”).

4 Criminal Background Screening

4.1 Access to Restricted Areas. Only Approved Persons may have unescorted access to the Restricted Areas of a Facility. Contractor and Subcontractor employees who are not Approved Persons may access Restricted Areas only if they are Escorted by an Approved Person. Contractor may not rely upon an employee of the Court to escort or monitor these

persons. Contractor must take all reasonable steps to ensure that its operations in any Restricted Area are at all times consistent with this Exhibit D, Section 4.1 (“Access to Restricted Areas”).

- 4.2 Notification. Contractor must notify all Subcontractors that (i) the AOC requires a background check for personnel working in Restricted Areas, (ii) individual Courts may have supplemental screening procedures, criteria, and requirements, and (iii) Subcontractor employees must comply with both the AOC’s and the Courts’ checks and procedures.
- 4.3 AOC Screening and Approval Process. The AOC shall conduct the screening and approval of employees of Contractor and Subcontractors that have access to the Restricted Areas pursuant to OERS’s then-current background check policies and procedures. Contractor agrees to cooperate with the AOC with respect to the screening of those employees. A copy of OERS’s background check policy current as of the Effective Date is attached as Exhibit N for the Contractor’s reference. The AOC may update this policy at any time, without notice to the Contractor.
- 4.4 AOC Badges. The AOC will issue an identification badge to each person who is approved by the AOC pursuant to Exhibit D, Section 4.3 (“AOC Screening and Approval Process”), bearing that person’s name and picture. The badge will indicate that the person is permitted to access the Restricted Areas. The AOC will either (1) notify Contractor if an employee is approved, whereupon the AOC will issue an identification badge for that person, or (2) provide an identification badge for the person to the Contractor, and Contractor will be responsible for issuing the identification badge to that person. All such persons must wear their identification badges in a readily-visible manner whenever they are in a Restricted Area. The Contractor will have a procedure in place to ensure that all badges are returned to the AOC upon termination of an employee.
- 4.5 Court-Required Screening and Background Check Requirements. Even if a Contractor or Subcontractor employee has an AOC-issued badge, the Court has the ultimate decision as to whether a specific Contractor or Subcontractor employee may have unescorted access to its Facility. Each Court shall have the right at any time to refuse Facility access to any Contractor or Subcontractor employee (even if that employee has an AOC-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. Each Court may elect to perform supplemental screening on Contractor or Subcontractor employees who perform Work in that Court’s Restricted Areas. Contractor agrees to cooperate with the Court with respect to the screening of those employees, and shall obtain at no additional cost to the Court all related releases, waivers and permissions the Court requires. The Court may issue its own identification badge or other credential to persons who have passed the applicable Court-required screening procedure.

- 4.6 DOJ and DMV Requirements. Notwithstanding anything in this Agreement 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 AOC, Contractor must provide to either the Court or the AOC 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.
- 4.7 Costs. Costs for Escorting in connection with Firm Fixed Price Work or Cost Plus Work are included in the Firm Fixed Price. The Contractor will not receive additional compensation or reimbursement from the AOC for any costs related to Escorting in connection with Firm Fixed Price Work or Cost Plus Work. The AOC will pay for the cost of the background check (e.g. LiveScan), however, the Contractor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

5 Material and Equipment Purchases

- 5.1 Replacement of Components. Replacement components and Materials must be of similar or better quality than the components replaced, considering energy efficiency, operational characteristics, power quality, control and data acquisition, maintainability, and durability. The Project Manager may require replacement of components with components from the same manufacturer to maintain consistency throughout a Facility.
- 5.2 Purchases. The Contractor shall purchase and manage all Materials and equipment to be used in the performance of this Agreement. The Contractor shall purchase all Materials and equipment consistent with sound business practices, which should result in the best value for the AOC. The Contractor will be required to demonstrate that the source of the purchase is in the best interest of the AOC based on cost, delivery date, and quality of material/services provided. All purchasing records of the Contractor for Material used in the performance of the Agreement will be available for review by the AOC upon request. All items purchased under an SWO become the property of the AOC when purchased.
- 5.3 It is the intent of the AOC that the Contractor shall purchase and manage all inventory required for the performance of the Agreement. However, the AOC reserves the right to purchase Material directly from its own supplier for use by the Contractor to perform some or all work on this Agreement. If the AOC elects this option, the Contractor will be tasked with identifying the needed Material but the purchasing will be through AOC purchase orders and contracts.

- 5.4 Material Storage and Office Space. Normally the Contractor will have limited space for storage of Material(s) at the Facilities. Upon request, the Regional Manager may approve storage or office space for the Contractor at a Facility, contingent upon availability of space.
- 5.5 Material Charges to an SWO. Material charges for Cost Plus SWOs will be based on an approved material cost issuing system, such as: cost averaging, first-in/first-out, or last price. Individual items valued at \$20 or more will be itemized on the cost reports. Individual items of less than \$20 can be grouped as consumable parts by craft type, e.g. electrical consumable, provided the total per job does not exceed \$500. The AOC reserves the right to change the dollar amounts for items considered consumables at any time.
- 5.6 Material Management. With the exception of Materials that are included in the Firm Fixed Price Work, the Contractor shall manage and charge all Material costs to a specific SWO using CAFM. Contractor shall not charge the AOC for any Materials until the Materials are utilized for a specific SWO or accepted by the AOC as part of a bench stock authorization.
- 5.7 Warranties. The Contractor shall support the AOC warranty program by identifying warranty items, investigating facility or equipment failure, and exercising warranty or guaranty rights in coordination with the Regional Manager.

6 Timeliness

- 6.1 JOs. The Contractor shall respond to and complete on time ninety-nine percent (99%) of all SWOs for Priority 1 and 2 JOs. The Contractor shall respond to and complete on time ninety percent (90%) of all SWOs for Priority 3 through Priority 6 JOs. Contractor must provide written justification for any SWO for Priority 1 through Priority 4 JOs not completed within thirty (30) Days after SWO Issuance Time. No SWO will be considered completed until the Work is accepted.
- 6.2 PMs. Any given PM SWO shall be defined "completed on time" when all the required tasks are accomplished within the month scheduled. The Contractor shall complete ninety-five percent (95%) of all PMs on time, excluding Work delayed by the AOC or Courts. All PMs not completed within the month scheduled shall be completed the following month. Extensions to due dates caused by the AOC or the Courts must be requested by the Contractor, and may be granted by the AOC. No SWO will be considered completed until the Work is accepted.

7 Contractor Work Management

- 7.1 Changes, Cancellation of Work. The Contractor shall immediately notify the Project Manager if:

- 7.1.1 Cost Increase beyond Maximum Approved Cost. The Work is likely to exceed the Maximum Approved Cost, or, in the case of Firm Fixed Priced Work, is likely to exceed \$2,000. The Contractor will provide a full justification for the cost increase.
- 7.1.2 Scope of Work. Any time the scope of an SWO changes in a way that will impact the final cost to the AOC, quality, or timeliness of the Work.
- 7.1.3 SWO Management. The due date of the SWO will not be met.
- 7.1.4 Additional Requirement for Installation. There is an additional requirement to install, remove, or replace RPIE or other equipment that changes real property records.
- 7.1.5 Request to Cancel Work. There is a request to cancel an SWO, other than from the Project Manager.

8 Coordination with Ongoing Court Operations

- 8.1 Coordination with Court Liaison. Access to a Facility and entry to buildings, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction, maintenance, and repair purposes, must be coordinated with the Court Liaison before Work commences. The Contractor must notify the Court Liaison of any schedule changes, and provide SWO progress status to AOC and the Court Liaison. The Court Liaison shall be notified of completion of Work and invited to inspect Work prior to acceptance and closing a SWO.
- 8.2 Stop Work. The Court Liaison or his or her designee may order Contractor or Subcontractor personnel to stop Work if the Work is interfering with Court operations.
- 8.3 Special Court Hours. Occasionally a Court may be in session after Normal Working Hours. When this occurs, the Contractor will provide service as if it were Normal Working Hours. Every effort will be made to provide at least a twenty-four (24) hour notice, but in some cases little or no advance notice may be given. Work outside of Normal Working Hours and the coordination of such work is included in Firm Fixed Price.
- 8.4 Disruption of Services. Contractor understands that Work may be performed in spaces regularly scheduled for Court operations. Any disruption of Court operations by Contractor or Subcontractor personnel requires prior approval. The Contractor shall coordinate scheduled outages with the Regional Manager and the Court Liaison prior to submitting the schedule for approval. Outages affecting five to ten (5-10) persons require a minimum two (2) Business Day's notification prior to the outage. Outages affecting more than ten (10) persons require five (5) Business Day's notification. Such notification shall be made for disruptions of any services (such as shutdown of public access, road access, electrical service, water service, lighting, or other utilities) or disruptions, loud noise, or strong odors caused by any maintenance or construction work (such as blocked

access, pest or herbicide spraying, HVAC down for service, etc.). Notification of affected downtime due to emergency outages or interruptions is expected.

- 8.5 System Availability. The Contractor shall maintain Facility systems to minimize breakdowns and maximize habitability during Normal Working Hours. All Facility systems shall be available during Normal Working Hours unless specifically authorized by the AOC. Fire suppression, protection, and detection systems shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless specifically authorized by the AOC. The AOC may authorize downtime of Facility systems in order to facilitate other maintenance or repair so long as that downtime does not affect the Facility habitability or life and safety. Any downtime during Normal Working Hours and outside of authorized downtime shall be considered unauthorized downtime. Any situation that requires unscheduled corrective maintenance shall be considered a breakdown.

9 Standard of Professionalism

- 9.1 Contractor shall perform all Work in a quality manner that meets or exceeds all AOC standards and any professional standards for the industry and type of work being performed.
- 9.2 Contractor shall ensure all Work is properly authorized and prioritized; ensure Court Liaisons are well informed; and provide the data needed to support the planning and programming of the AOC mission. All Work shall be captured on a valid Service Work Order number.
- 9.3 Contractor must implement and comply with all plans submitted to the AOC, including the MMP and safety plans.

10 Services Warranties

- 10.1 Contractor warrants and represents that its employees and its Subcontractors' employees assigned to perform Work under this Agreement have and will maintain throughout the course of the Work (i) the licenses and credentials in the specified area(s) of competence required by applicable law, (ii) the skills, training, and background reasonably commensurate with their 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. Contractor warrants and represents that all Contractor or Subcontractor employees will be properly supervised while performing Work.
- 10.2 Contractor warrants that the Work will be completed in a quality manner and will meet or exceed all AOC standards and any professional standards for the industry and type of work being performed.

10.3 All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, customer agencies, and the appropriate Court.

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EXHIBIT E: PAYMENT

1 Contract Amount

The total amount the AOC may pay to Contractor under this Agreement shall not in any event exceed the total of all authorized Service Work Orders under this agreement.

2 Allowable and Non-allowable Expenses

2.1 Firm Fixed Price Work.

2.1.1 The only allowable expense for Firm Fixed Price Work is the calendar monthly amount equal to **[insert amount]**. This amount represents full payment for all costs associated with the performance of Firm Fixed Price Work during an invoice period, including:

2.1.1.1 The full complement of Management and Support Staff as defined by the organization chart in Exhibit L. The cost for the agreed staffing levels includes the core staff of managers and supervisors, customer service representatives, purchasers, and various technical staff. If staff are not available and maintained at the agreed levels there will be a commensurate reduction in the amount paid for Firm Fixed Price Work. The amount of the reduction will be equal to the product of the most current salary paid for the affected staff member multiplied by a percentage representing the portion of the minimum requirement that was unfilled. The AOC, upon request, has the right to review all supporting documents related to this report.

2.1.1.2 Total labor costs, overhead costs, operations and administrative costs in support of Firm Fixed Price Work.

2.1.1.3 All Subcontractor Material costs in support of Firm Fixed Price Work.

2.1.1.4 All Material costs in support of Firm Fixed Price Work.

2.1.1.5 Travel Expenses and Travel Time in the performance of Firm Fixed Price Work.

2.1.2 Adjustments.

2.1.2.1 Change to Facility List.

2.1.2.1.1 The AOC may (i) add a facility to the list of Facilities in Exhibit I, (ii) remove a facility from the list of Facilities in Exhibit I, or (iii) change the Contractor's level of responsibility for a Facility. No such addition, removal, or change will require an Amendment.

2.1.2.1.2 If the AOC makes an addition, removal, or change as described above, the annual Firm Fixed Price payment will be adjusted pursuant to Table 2.1.2.1.2. The X-axis of the table shows the age of the facility added, removed, or changed, and the Y-axis shows the amount of square footage in the facility being added, removed, or changed. The amount of the adjustment will be equal to the total number of square feet added, removed, or changed multiplied by the appropriate price per square foot. If a facility is being added, the Firm Fixed Price will be increased as shown in Table 2.1.2.1.2. If a facility is being removed, the Firm Fixed Price will be decreased by the amount as shown in Table 2.1.2.1.2. If a Facility is changed from county-managed to AOC-managed, the Firm Fixed Price will be increased as shown in Table 2.1.2.1.2. If a Facility is changed from AOC-managed to county-managed, Court-managed, or Third Party-managed, the Firm Fixed Price will be decreased as shown in Table 2.1.2.1.2. The same formula will be used any time the square footage for which the Contractor is responsible is changed.

Table 2.1.2.1.2: Adjustment Amounts for Facility Change

| | 0-5 years | 6-15 years | 15+ years (excluding registered historic buildings) | Registered historic building |
|---------------------------------------|--------------------------|--------------------------|--|---|
| Less than 10,000 sq ft | \$___ per square foot | \$___ per square foot | \$___ per square foot | \$___ per square foot |
| 10,000 - 50,000 sq ft | \$___ per square foot | \$___ per square foot | \$___ per square foot | \$___ per square foot |
| 50,001 - 200,000 sq ft | \$___ per square foot | \$___ per square foot | \$___ per square foot | \$___ per square foot |
| 200,001 + sq ft | \$___ per square foot | \$___ per square foot | \$___ per square foot | \$___ per square foot |

2.1.2.2 Change to PM or CWO List. If the parties materially alter the list of PM tasks in Exhibit O or the list of CWO tasks in Exhibit P, the parties will negotiate in good faith an appropriate adjustment to the annual Firm Fixed Price payment.

2.2 **Cost Plus Work.** The allowable expenses for Cost Plus Work are set forth below. The Contractor shall invoice the AOC monthly only on costs incurred during the prior month.

2.2.1 Labor Costs.

2.2.1.1 Prevailing Wage. For those employee classifications covered by the Prevailing Wage Law, direct labor costs for the performance of Cost Plus Work shall be equal to the Prevailing Wage for each employee's classification, as specified in each applicable SWO, multiplied by the number of hours worked by that employee. The total amount shall be multiplied by the Labor Cost Factor. The Labor Cost Factor will cover all employee-related expenses not covered by the prevailing wage rate and required benefits.

2.2.1.2 Non-Prevailing Wage. For those employee classifications not covered by the Prevailing Wage Law, the per-hour fees shall be as specified in Exhibit L and as detailed in the applicable SWO. If the classification is not listed in Exhibit L, the AOC and the Contractor shall agree upon an hourly rate for that employee. This per-hour fee shall not be multiplied by the Labor Cost Factor. Notwithstanding anything to the contrary, the AOC will never pay a per-hour fee for (i) an exempt employee who is listed in Exhibit L, or (ii) a non-exempt employee for Work performed during his or her regular scheduled hours.

2.2.2 Travel Time, as specified in the applicable SWO, will be indicated in CAFM as a separate employee classification so that Travel Time and actual work time on a specific Work task are clearly distinguished.

2.2.3 Cost Plus Work Materials and Subcontracts Reimbursement

2.2.3.1 Costs for Materials and subcontracts used in Cost Plus Work are limited to those necessary for the performance of the Work and actually incurred by Contractor and/or its Subcontractors in the performance of the Work and as specified in each applicable SWO.

2.2.3.2 All expenses for Cost Plus subcontracts with non-Related Entities, as specified in each applicable SWO, shall be billed at the Contractor's actual cost plus a markup of seven percent (7%). Any rebates, refunds or similar discounts received by Contractor shall be passed on to the AOC.

2.2.3.3 If the Contractor uses any Related Entity to provide labor, the Contractor will bill any labor provided by that Related Entity pursuant to Exhibit E, Section 2.2.1 ("Labor Costs"), and not as subcontracts. Such labor shall not be considered a subcontract for purposes of reimbursement.

2.2.3.4 Escorting Expenses. No Escorting expenses will be reimbursable Cost Plus expenses.

2.2.4 Firm Fixed Price Credit. All Cost Plus Work, except for the Work described in Exhibit B, Section 3.1.2 – 3.1.4, shall include a credit for Work under the Fixed Price Threshold. Contractor’s invoice for such Work shall reflect the full cost of the repair and a \$2,000 credit for the Firm Fixed Price portion of the Work.

2.2.4.1 Example of a Cost Plus SWO with a Credit for Firm Fixed Price Work. The AOC issues a SWO for a FFP cost type repair, with a Maximum Approved Cost of “\$0.” The Contractor visits the Facility and estimates that the requested repair will cost \$3,200, and communicates this estimate to the Project Manager. The Project Manager requests a Cost Plus Proposal for completion of the SWO. The Contractor prepares the Cost Plus Proposal. The Project Manager approves the Cost Plus Proposal and reissues the SWO as a “cost plus” type repair with a Maximum Approved Cost of \$3,200. In this example, the Contractor will invoice the AOC for the full cost of the repair (\$3,200), but will apply a credit of \$2,000 for the Firm Fixed Price portion of the Work. This credit will be reflected on the invoice. The AOC will pay the Contractor \$1,200.00.

| | |
|--|----------------------|
| Cost Plus Proposal amount | \$3,200.00 |
| Fixed Price Threshold | <u>- \$ 2,000.00</u> |
| Total to be paid by the AOC to the Contractor for the Work | \$ 1,200.00 |

2.3 Travel Related Expense

2.3.1 Travel Expenses are limited to those expenses which are (i) approved in a Cost Plus SWO, (ii) necessary for the performance of the Cost Plus Work, and (iii) actually incurred by Contractor and/or its Subcontractors in the performance of the Cost Plus Work.

2.3.2 All Travel Expenses shall be billed at the Contractor’s actual cost, and are not subject to any markup.

2.3.3 The AOC shall not reimburse Travel Expenses incurred in routine daily travel (i.e. travel that does not involve an overnight stay or air travel). The AOC shall reimburse Contractor for actual and reasonable transportation, meals, and lodging expenses actually incurred by Contractor’s and its Subcontractor’s employees in the course of their performance of the Cost Plus Work and according to the provisions of the travel plan approved in the SWO--provided an overnight stay or air travel is required and authorized in the SWO. Such reimbursement shall subject to the following:

- 2.3.3.1 All air travel is limited to coach fares and should be booked a minimum of fourteen (14) Days prior to travel, unless the Project Manager agrees otherwise in the Service Work Order.
- 2.3.3.2 In accordance with the California Victim Compensation and Government Claims Panel (formerly State Panel of Control) guidelines, the AOC will reimburse Contractor only (i) for hotel rooms: at the actual cost not to exceed \$110.00 per day, plus occupancy tax and/or energy surcharge; and (ii) for meals: the actual cost not to exceed the following maximum amounts per person per Day: breakfast \$6.00; lunch \$10.00; dinner \$18.00. Hotel room rates for Alameda, San Francisco, San Mateo, and Santa Clara counties will not exceed \$140.00 per day. The hotel room rates shown above are the maximum rate that will be reimbursed. The Contractor should use reasonable management efforts to find lower cost, appropriate hotel rooms when possible. The AOC may modify the hotel and meal guidelines above. Such modifications will not require an Amendment.
- 2.3.3.3 If private vehicle ground transportation expense is authorized, the AOC will reimburse Contractor at the federal IRS approved reimbursement rate, currently \$0.50 per mile. The distance reimbursed will be the shorter of (i) the actual distance travelled, and (ii) the distance between the Work site and the Contractor regional office nearest to the Project site.
- 2.3.4 Notwithstanding the above, in the event that Labor Code section 1773.1 or 1773.9 (or another applicable law) requires a higher travel or subsistence rate than the rates specified above, the AOC will reimburse such higher travel or subsistence rates actually paid to a covered employee.

2.4 Performance-Based Compensation (PBC)

- 2.4.1 The AOC will pay Contractor PBC in accordance with the PBC Plan. Contractor will invoice the AOC for the PBC on a semi-annual basis using the PBC Evaluation Letter as the basis for the invoice and the amount. Invoices for PBC will be part of the normal monthly invoicing.
- 2.4.2 SWOs will be created to track PBC costs.
- 2.4.3 The amounts deposited in the PBC Pool are not the Contractor's earned income unless and until the AOC awards that portion of that amount previously deposited in the PBC Pool. The AOC makes no guarantee that the Contractor will be paid any of the money deposited in the PBC Pool. The Contractor has no right to any money in the PBC Pool unless and until the AOC awards that portion of that amount previously deposited in the PBC Pool.

2.5 Phase-In Costs and Phase-Out Costs

- 2.5.1 Phase-In Costs in the amount of **[insert amount]** shall be invoiced annually over the first three years of the term of the Agreement, provided the Agreement remains in effect. The amount shall be invoiced in three equal installments. The first installment will be invoiced on the Full Performance Date. If the Agreement is still in effect, the second installment will be invoiced on the first anniversary of the Full Performance Date. If the Agreement is still in effect, the third installment will be invoiced on the second anniversary of the Full Performance Date. If this

Agreement is terminated before one or more Phase-In Cost installment payments is invoiced in accordance with this section, the AOC will not pay such Phase-In Cost installment payments. The Phase-In Costs specified in this Agreement shall be the only costs the AOC pays in relation to the Contractor's preparations for performing the Work.

- 2.5.2 Phase-out costs of **[insert amount]** will be invoiced and paid upon expiration or termination of this Agreement as part of the final invoice to the AOC, provided (i) the termination is not for cause and (ii) at the expiration or termination of this Agreement, the Contactor will have no other contracts with the AOC.

3 Taxes

The AOC 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 AOC will pay for any applicable State of California or local sales or use taxes on the Deliverables provided or Services rendered pursuant to this Agreement.

4 Invoicing Requirements

- 4.1 Invoice Submission to the AOC. Contractor shall submit to the AOC, on a calendar monthly basis, an invoice for all Work performed in the prior calendar month. The costs specified in the invoice must conform to the requirements of Exhibit E, Section 2 ("Allowable and Non-allowable Expenses") above. A sample invoice is provided in Exhibit H. Invoices should be submitted to the AOC not later than ten (10) Business Days after the end of the calendar month.

- 4.1.1 Contractor shall submit one original and two (2) copies of each invoice to:

Judicial Council of California
Administrative Office of the Courts
c/o Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

- 4.1.2 Contractor shall simultaneously submit a copy of each invoice to the Regional Manager:

Gerald Pfab
Regional Manager, Facility Operations
Office of Court Construction and Management
2860 Gateway Oaks Drive, Suite 400
Sacramento, Ca 95833-3509

- 4.1.3 Section 1 of the invoice will include basic identifying data, including:

1. Contractor's name and mailing address.
2. Contract number.
3. A unique invoice number.
4. Date of invoice.
5. Contractor's taxpayer identification number (FEIN).
6. Dates of service covered in the invoice (this will be a full calendar month).
7. Preferred remittance address, if different from the Contractor's mailing address.

- 4.1.4 Section 2 of the invoice will be a summary of all Firm Fixed Price Work for the invoice period.
 - 4.1.5 Section 3 of the invoice will be a summary of all labor, Material, and subcontractor costs for each fund code to which Cost Plus charges are made during the invoice period.
 - 4.1.6 Section 4 of the invoice will be a summary of all Phase-In Costs and phase-out costs incurred during the invoice period.
 - 4.1.7 Section 5 of the invoice will be a total of all charges listed above.
 - 4.1.8 Section 6 will indicate the amount to be placed into the PBC Pool.
 - 4.1.9 Section 7 of the invoice will be the total of all PBC Awards authorized during the period.
 - 4.1.10 Section 8 will be the total payment being claimed by the Contractor for payment.
- 4.2 The Contractor shall not invoice the AOC for more than the Maximum Approved Cost specified in an SWO for Work performed pursuant to that SWO. In no event will the AOC pay the Contractor more than the Maximum Approved Cost specified in an SWO for Work performed pursuant to that SWO.
- 4.3 PBC. The calendar monthly invoice will be totaled, and the AOC will place 7% of the total placed into the PBC Pool. The PBC Pool will be set aside and held in reserve until such time as the PBC is awarded per the PBC Plan.

5 Payment

The AOC will make payment for all proper, undisputed invoices within sixty (60) Days after receipt.

6 Reasons to Withhold Payment

The AOC may withhold payment, in whole or in part, to the extent reasonably necessary to protect the AOC if, in the AOC's opinion, the representations to the AOC required herein cannot be made. The AOC may withhold payment, in whole, or in part, to such extent as may be necessary to protect the AOC from loss because of, but not limited to:

- 6.1 Defective work not remedied within three (3) Days of written notice to Contractor;
- 6.2 Stop notices or liens served upon the AOC or any Court relating to any Work;
- 6.3 Damage to the AOC, the Courts, Facilities, or other contractor(s);
- 6.4 Unsatisfactory execution of the Work by the Contractor;
- 6.5 Failure to store and properly secure Materials;
- 6.6 Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., or failure to comply with any other Labor Code requirements;

- 6.7 Failure to properly maintain or clean up the Work site;
- 6.8 Payments to indemnify, defend, or hold harmless the AOC or the Courts;
- 6.9 Any payments due to the AOC, including but not limited to payments for failed tests, utilities changes, or permits;
- 6.10 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Agreement;
- 6.11 Contractor's breach, default, or substantial violation of any provision of this Agreement.

7 Reallocation of Withheld Amounts

- 7.1 The AOC may, in its discretion, apply any withheld amount to pay outstanding claims or obligations on behalf of Contractor. If any payment is so made by the AOC, then that amount shall be considered a payment made under this Agreement by AOC to Contractor and AOC shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. AOC will render Contractor an accounting of funds disbursed on behalf of Contractor.
- 7.2 If Contractor defaults or neglects to carry out the Work in accordance with the Agreement or fails to perform any provision thereof, AOC may, after three (3) Days written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The AOC shall adjust any outstanding invoices by reducing the amount of such invoice by the cost of making good such deficiencies. If AOC deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Agreement provisions, a reduction in the amount owed Contractor of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work shall be made therefor.

8 Payment After Cure

If the Contractor removes the grounds for withholding payment, the AOC shall pay the Contractor the applicable withheld amount. No interest shall be paid on any retainage or amounts withheld.

9 Economic Price Adjustments

- 9.1 Beginning upon completion of the initial term of the Agreement, the Firm Fixed Price shall be adjusted on each anniversary of the Effective Date to account for construction cost escalation or de-escalation. The adjustments will be made according to the following:
 - 9.1.1 A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the appropriate area (see below) published in the Engineering News Record (“ENR”) for the 12 months immediately prior to the month of the Effective Date.
 - 9.1.2 A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for the appropriate area (see below) published in the ENR for the 12 months immediately prior to the month of the annual Agreement anniversary.
 - 9.1.3 The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 - 9.1.4 Contractor’s original Firm Fixed Price shall be multiplied by the Economic Price Adjustment to obtain Contractor’s new Firm Fixed Price for the next 12 months.
 - 9.1.5 Averages shall be obtained by summing the 12 month indices and dividing by 12.
- 9.2 All calculations in this section shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - 9.2.1 The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - 9.2.2 The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- 9.3 ENR occasionally revises indices following their issuance. CCI’s used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments shall be made as a result of any ENR revision to its published indices.
- 9.4 For the AOC’s Bay Area/Northern Coastal region and the Northern/Central region, the San Francisco CCI published in ENR shall be utilized as the basis for the adjustment. For the AOC’s Southern region, the Los Angeles CCI published in ENR shall be utilized as the basis for the adjustment.
- 9.5 Inflationary adjustments for Work performed pursuant to the JOC Agreement are detailed in the JOC Agreement.

10 State Budget

Notwithstanding anything in this Agreement to the contrary, an event of default by the AOC shall not occur if the AOC is unable to make any payments as a result of the State of California's failure to timely approve and adopt a State budget. Should the AOC fail to make any payment as a result of the State of California's failure to timely approve and adopt a State budget, Contractor shall continue to provide services under this Agreement and the AOC shall promptly pay any previously due payment upon approval and adoption of the budget for the State of California.

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EXHIBIT F: GENERAL TERMS

1 Term and Termination

1.1 Agreement Term and Renewals

- 1.1.1 The initial term of this Agreement is stated on the coversheet of this Agreement. Upon notice at least ninety (90) Days prior to the expiration of the then-current term of the Agreement, the AOC may exercise at its sole discretion up to three (3) two-year options to renew this Agreement. Upon exercise of any such option, the parties will execute an Amendment memorializing the renewal.
- 1.1.2 The parties agree that this Agreement may be extended only by Amendment.
- 1.1.3 This Agreement shall be of no force and effect until signed by both parties. Any commencement of performance prior to execution of this Agreement by both parties, or any commencement of Work prior to issuance of a Service Work Order, shall be at Contractor's own risk.

- 1.2 **Termination for Cause.** The AOC may terminate this Agreement, in whole or in part, or any individual Service Work Order, and be relieved of the payment of any consideration to Contractor for any Work not yet accepted if Contractor fails to perform as specified in this Agreement at the time and in the manner provided. If the Agreement or a Service Work Order is terminated, the AOC may proceed with the Work in any manner it deems proper.

1.3 Termination Other Than for Cause

- 1.3.1 The AOC may terminate this Agreement or any Service Work Order for its convenience and without cause at any time upon providing Contractor written Notice at least ninety (90) Days before the effective date of termination. Upon receipt of the termination Notice, Contractor shall promptly discontinue all Work affected unless the Notice specifies otherwise.
- 1.3.2 Unless the AOC specifies otherwise, this Agreement will automatically terminate upon the termination by the AOC of the JOC Agreement.
- 1.3.3 If the AOC terminates all or a portion of this Agreement other than for cause, the AOC shall pay Contractor the fair value of satisfactory Work rendered before the termination.

2 Relationship of Parties

Contractor is an independent contractor, and is not an employee or agent of the AOC or any Court. Contractor and its employees and Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the AOC. No Contractor or Subcontractor employee is covered by any employee benefit plans provided to an employee of the AOC or the Courts. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Contractor will determine the method, details and means of performing its obligations under this Agreement, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all

persons assisting the Contractor. Contractor will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

3 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 Agreement. Any voluntary assignment by Contractor or assignment by operation of law (e.g. involuntary assignment) of any portion of Contractor's interest in this Agreement shall be deemed a default allowing the AOC to exercise all remedies available to it under applicable law.

4 Time of Essence

Time is of the essence in Contractor's performance of Work.

5 Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

6 Consideration

Contractor shall be paid in accordance with Exhibit E. The AOC's payments to Contractor pursuant to that exhibit shall constitute full compensation for all of Contractor's time, Materials, costs and expenses incurred in the performance of this Agreement.

7 Waiver of Claims

- 7.1 The AOC, the Judicial Council of California, the Administrative Office of the Courts, the Courts, and any of their officers, employees, and agents (collectively, "State Entities") shall not be liable 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 Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of the State Entities. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the State Entities 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 Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of the State Entities.

- 7.2 No County shall be liable 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 Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of that County. Contractor and Subcontractors hereby waive all claims and their respective insurers waive all rights of subrogation against the Counties 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 Facilities, by or from any cause whatsoever, except to the extent the injury, loss, or damage was caused from the sole negligence or intentional misconduct of a County.

8 Copyrights and Rights in Data, Material, and Deliverables

All copyrights and rights in any Data, Materials, and/or Deliverables produced with funding from this Agreement that may presumptively vest in Contractor are hereby transferred to the AOC.

9 Ownership

- 9.1 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 Agreement shall become the property of the AOC. Upon the AOC's written request, or upon termination of this Agreement or any Service Work Order, Contractor shall assign and/or shall act to ensure that its Subcontractor's assign any such interest to the AOC and provide the AOC with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request.
- 9.2 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 such Data, Materials, and/or Deliverables. Contractor shall not, and shall ensure that its Subcontractors shall not, publish or reproduce such Data, Materials, and/or Deliverables in whole, or part, or any manner or form, or authorize others to do so without the written consent of the AOC.

10 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 services for the AOC without prior review and written permission by the AOC.

11 AOC's Obligation Subject to Availability of Funds

- 11.1 The AOC's obligations under this Agreement are subject to the availability of authorized and appropriated funds. The AOC may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of the AOC, in the event that the Legislature fails to appropriate funds for this Agreement, including without limitation, if expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto (collectively "Non-Appropriation"). If there is an event of Non-Appropriation, the AOC may terminate this Agreement in whole or in part, upon written Notice to Contractor. Such termination shall be in addition to the AOC's rights to terminate for convenience or default.
- 11.2 Payment shall not exceed the amount allowed under the legislative appropriation. If the Agreement is terminated for Non-Appropriation:
- 11.2.1 The AOC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
- 11.2.2 Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- 11.3 Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

12 Notice

- 12.1 Any Notice required by or with regard to this Agreement shall be in writing and shall be delivered as follows:

Mr. Gerald Pfab
Regional Manager, Facility Operations
Judicial Council of California
Administrative Office of the Courts
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833-3509

and

Mr. John McGlynn
Senior Contracts Manager
Judicial Council of California
Administrative Office of the Courts – Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

Notice to Contractor shall be directed to:

TBD

13 Subcontracting

- 13.1 For each Cost Plus SWO that includes a subcontract of \$5,000 or more to any one Subcontractor, the Contractor must obtain the prior written approval of the Regional Manager or designee to use that Subcontractor for that Work. The Contractor must demonstrate to the Regional Manager or designee that the Subcontractor's pricing is competitive.
- 13.2 For any Cost Plus subcontract over \$20,000, the Contractor must use the AOC's Procurement of Goods and Services Policy as a guideline for when formal competitive procurements are required and how they are conducted.
- 13.3 Contractor shall not subcontract Work exceeding \$50,000 in a calendar year to a single Subcontractor unless Contractor has identified the Subcontractor in writing to the AOC, and the AOC has approved and authorized the Subcontractor and the total subcontract amount in writing.
- 13.4 Additionally, Contractor shall not subcontract any part of the Cost Plus Work exceeding \$10,000 in a calendar year to any Related Entity unless Contractor has identified in writing to the Regional Manager (i) the Related Entity, (ii) the nature of Contractor's relationship with the Related Entity, and the total subcontract amount, and the Regional Manager has approved and authorized the Related Entity and the total subcontract amount in writing. In the event the AOC approves a subcontract to a Related Entity, the Contractor shall be reimbursed in accordance with Exhibit E, Section 2.2.3.3.
- 13.5 No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement. Contractor agrees to bind every Subcontractor to the terms of this Agreement as far as such terms may be applicable to Subcontractor's work, including, without limitation, all indemnification, and warranty requirements. If Contractor subcontracts any part of the Work, Contractor shall be fully responsible to the AOC for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relations between any Subcontractor and the AOC.
- 13.6 The Contractor must not use Subcontractors to perform Work unnecessarily or with the intent of driving up costs. The Project Manager may prohibit the use of Subcontractors if the Project Manager determines the Contractor is unnecessarily driving up the cost of the Work or that the Contractor's own employees have the skills necessary to perform the Work.

- 13.7 The Contractor will set a goal that 50% of all Work that is subcontracted will be subcontracted to Subcontractors whose primary place of business is located (i) within the county where the Work is performed, or (ii) in a county physically adjoining the county where the Work is performed. The Contractor will report to the Regional Manager its progress toward this goal, and its efforts to reach this goal, on each anniversary of the Full Performance Date.

14 Changes and Amendments

- 14.1 Changes or Amendments to any component of the Agreement, with the exception of the changes to Service Work Orders may be made only with prior written approval from:

Senior Manager, Business Services
Judicial Council of California
Administrative Office of the Courts – Business Services
455 Golden Gate Avenue
San Francisco, CA 94102

- 14.2 Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change.
- 14.3 No Service Work Order shall amend the terms and conditions of this Agreement, and any language in any Service Work Order that purports to do so shall be null and void, and without effect.

15 Accounting System Requirement

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

16 Retention of Records

- 16.1 Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement in accordance with California and Federal law, and in no case less than four (4) years. The retention period starts from the date of the submission of the final payment request. Contractor shall protect Data adequately against fire or other damage.
- 16.2 Contractor shall maintain at a minimum, the following Data:
- 16.2.1 A log and a file of time sheets for all authorized hours actually worked by Contractor's employees and its Subcontractor's employees under this Agreement. The log must include, but shall not be limited to, the following information: (1) name and title of the employee; (2)

Subcontractor providing the employee, if applicable; (3) the dates and hours worked; (4) description of the Work performed; and (5) number of the Service Work Order under which the Work was performed.

- 16.2.2 A travel log and a file of original invoices for all authorized Travel Expenses incurred by Contractor's employees and its Subcontractor's employees in performing the Work of this Agreement. The travel log must include, but shall be not limited to, the following information: (1) the beginning and ending dates of the trip; (2) Subcontractor providing the employee, if applicable; (3) the name and title of the personnel making the trip; (4) the beginning location of the trip and the destination; (5) the purpose of the trip; and (6) number of the Service Work Order under which the expenses were incurred.
- 16.2.3 A log and a file of original invoices for all Expenses incurred by Contractor and its Subcontractors in performing Work. The log must include, but shall not be limited to, the following information: (1) the party making the expenditure (Contractor or name of Subcontractor); (2) date of the expenditure; (3) the purpose of the expenditure; (4) description of the goods or services purchased; (5) the amount of the expenditure; and (6) number of the Service Work Order under which the Expenses were incurred.
- 16.3 Maintenance of Records. The Contractor shall electronically maintain records in a form acceptable to the AOC to document inspections, corrective or preventative actions taken, and the results of such actions, and make such records available to the AOC.
- 16.4 Administrative Records. All records, documents, and associated papers generated during the term of this Agreement become AOC property and will remain in place or be provided to the AOC upon Agreement expiration or termination.

17 Audits and Access to Records

- 17.1 The Contractor must retain and maintain easily available all Records pertaining to Contractor's performance of its obligations under this Agreement. "Records" include but are not limited to any books, reports, accounts, estimates, documents, detailed financial information, certified payrolls, invoices, or any other documentation or evidence, as well as any documents utilized in the preparation of Cost Plus Proposals, invoices, disputes, litigation, and any claims. Records must be maintained in accordance with industry

- 17.2 The provisions of Exhibit F, Section 17.1 above shall not apply to any work product that is the result of Contractor's collaboration with legal counsel or to any of Contractor's confidential or proprietary information that does not fall within the definition of a Record as given above.
- 17.3 The AOC and/or its designated representative(s) will have access upon 24 hours advance written notice, at all times during Contractor's normal business hours, to all of Contractor's Records for the purposes of inspection, audit, and copying. Contractor will, at no cost to the AOC, provide access and proper facilities for such purposes.
- 17.4 Contractor shall ensure that all Subcontractors and suppliers, of all tiers, are bound to all provisions of this Exhibit F, Section 17 ("Audits and Access to Records").
- 17.5 Records must be retained and maintained available throughout the period of the performance of the Work and for a period of five (5) years after all obligations of the parties under a Service Work Order have been met, or until 5 years after final settlement of all disputes, claims, or litigation to which the Records relate, whichever event occurs later.
- 17.6 If an audit or AOC internal review reveals that the Contractor has overcharged the AOC, the Contractor will immediately pay to the AOC the overcharged amount plus interest from the date of overpayment. The rate of interest will be equal to eighteen percent (18%) per year or the maximum rate permitted by applicable law, whichever is less. The audit or AOC internal review will be conducted at the AOC's expense, unless the audit or review reveals that the Contractor has overcharged the AOC by ten percent (10%) or more **on any invoice**, in which case the Contractor will reimburse the AOC for all costs and expenses incurred by the AOC in connection with such audit or review, including direct and indirect costs associated with AOC employees.

18 Insurance Requirements

- 18.1 General. Contractor shall obtain and maintain the minimum insurance set forth below for the duration of this Agreement. By requiring such minimum insurance, the AOC 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. Contractor shall maintain insurance issued by an insurance company or companies which are rated "A - VII" or higher by A.M. Best's key rating guide.
- 18.2 For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of 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. A retroactive date or "prior acts date" of any such "claims made" policy must be no later than the Effective Date.

18.3 Contractor shall maintain insurance coverage of the type, and limits as follows:

18.3.1 Workers' Compensation at statutory requirements of the state of residency. Employers' Liability with limits 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.

18.3.2 Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) written on an occurrence form with limits of not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate for bodily injury and property damage combined, and \$5,000,000 products and completed operations aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusions for property damage resulting from explosion, collapse or underground hazard, or the consequences of inadvertent construction defects. The products and completed operations coverage shall extend for a period of not less than three (3) years past the Acceptance of the Work.

18.3.3 Commercial Automobile Liability Insurance with limits not less than \$1,000,000 for each accident or loss. Such insurance shall cover liability arising out of the operation, use, loading or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.

18.3.4 Professional Liability Insurance with limits of not less than \$5 million per claim or occurrence and \$5 million annual aggregate covering the Contractor's acts, errors or omissions committed or alleged to have been committed which arise from rendering or failure to render the services to be provided under the terms of this Agreement.

18.3.5 Commercial crime insurance with limits of not less than \$1,000,000 per loss of money or securities due to employee dishonesty, theft, forgery, computer fraud, and extortion.

18.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retention of the policies shall not limit or apply to Contractor's liability to the AOC and shall be the sole responsibility of Contractor.

18.5 Other Insurance Provisions. The Commercial General Liability and Commercial Automobile Liability insurance required by this Agreement must contain, or be endorsed to contain, the following provisions:

18.5.1 The State of California, the Judicial Council of California, the AOC, the Courts, the Counties, and the officers, officials, employees, and agents of those entities, are to be named as additional insured with the same type and amount of coverage as Contractor.

- 18.5.2 To the extent of Contractor's negligence, Contractor's insurance coverage shall be primary insurance. Any insurance and/or self-insurance maintained by the AOC, its officers, officials, employees, or agents shall not contribute with the insurance or benefit Contractor in any way.
- 18.5.3 Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 18.6 Contractor shall provide the AOC certificates of insurance satisfactory to the AOC evidencing all required insurance is in force before Contractor begins any Work under this Agreement. Upon the AOC's request, Contractor shall provide complete copies of each policy as specified in Exhibit F, Section 18.11 below.
- 18.7 Contractor, and the companies providing the insurance required under Exhibit F, Sections 18.3.1, 18.3.2, 18.3.3, and 18.3.5 above, shall waive any right of recovery or subrogation they may have against the State of California, the Judicial Council of California, the AOC, the Courts, the Counties, and the officers, officials, employees, and agents of those entities.
- 18.8 If at any time the foregoing policies become unsatisfactory to the AOC as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the AOC, Contractor shall, upon Notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
- 18.9 All of Contractor's policies shall be endorsed to state that such policies shall not be cancelled, non-renewed, terminated, or reduced in coverage without thirty (30) Days written notice to the AOC as specified in Exhibit F, Section 18.11 below ~~mailed to the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102.~~
- 18.10 In the event that the insurance obtained by Contractor does not cover the acts of its Subcontractors, Contractor shall ensure that its Subcontractors obtain insurance appropriate to the Work being performed in amounts and with coverage as established by the usual business practices of the Contractor and with the prior approval of the Risk Management Unit, which approval shall not be unreasonably withheld.
- 18.11 -Communications regarding insurance must be provided in printed format (e-mail documents are not acceptable) and shall be sent to:
- Contracts Specialist – Insurance
"Agreement Number:" followed by # of this Agreement (from page 1, upper right)
Administrative Office of the Courts
Attn: Business Services, 7th Floor
455 Golden Gate Ave
San Francisco, CA 94102

with a copy to:

OCCM Risk Management Unit - Insurance
Administrative Office of the Courts
455 Golden Gate Ave
San Francisco, CA 94102

The AOC may from time to time revise the addresses to which these materials are sent and will provide modified addresses to Contractor upon revision. Such revisions will take effect upon receipt of the revised addresses and are not subject to an Amendment to be made to this Agreement.

~~18.10~~

19 Confidentiality

- 19.1 Both the AOC and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the AOC or the Courts may disclose Confidential Information to Contractor and/or its Subcontractors.
- 19.2 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 Confidential Information on a “need to know” basis to Contractor’s employees and Subcontractors and, as directed by the Project Manager, representatives of the AOC that are performing Work authorized under this Agreement. All such employees and Subcontractors of Contractor shall have executed a confidentiality agreement with Contractor requiring a promise of confidentiality concerning Contractor’s clients and business.
- 19.3 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 Agreement. 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 Agreement.
- 19.4 The AOC reserves the right to disclose all Work provided under this Agreement to Third Parties for the purpose of validation of the Work.
- 19.5 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.

20 Indemnification.

- 20.1 Contractor agrees to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the AOC), and hold harmless (collectively, "Indemnify") the State of California, the Judicial Council of California, the AOC, the Courts, the Counties, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (individually, an "Indemnified Party") from any and all claims, lawsuits, losses, costs (including attorney fees and costs), liabilities, and damages arising from, related to or in connection with, in whole or in part, any of the following:
- 20.1.1 Contractor's or any of its employees' or Subcontractor's negligent acts or omissions, or intentional misconduct, including without limitation any criminal acts;
 - 20.1.2 Contractor's breach of its obligations under this Agreement;
 - 20.1.3 Contractor's or any of its employees' or Subcontractor's violation of any applicable law, rule, or regulation; and/or
 - 20.1.4 any claim or lawsuit by any third party, Contractor, Subcontractor, supplier, worker, or any other person, firm, or corporation, (i) furnishing or supplying Work, Services, Materials, or supplies in connection with the performance of this Agreement, or (ii) who may be injured or damaged by the Contractor or any of its Subcontractors agents, or employees when such claim arises from, is related to, or is in connection with, the Contractor's performance under this Agreement.
- 20.2 This section does not require the Contractor to Indemnify an Indemnified Party for that portion of any loss, cost, liability, or damage to the extent that portion arises from the negligence or intentional misconduct of the Indemnified Party.

21 Trade Secret, Patent, and Copyright Indemnification

- 21.1 Contractor shall Indemnify the Indemnified Parties for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used by Contractor or its Subcontractors in connection with this Agreement.
- 21.2 Contractor, at its own expense, shall defend using attorneys satisfactory to the AOC any action brought against an Indemnified Party to the extent that such action is based upon a claim that any Deliverable(s), Data, or Materials supplied by Contractor or its Subcontractors infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against the Indemnified Party in any such action. Such defense and payment shall be conditioned on the following:

- 21.2.1 That Contractor shall be notified within a reasonable time in writing by the AOC of any Notice of such claim; and,
- 21.2.2 That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that when principles of government or public law are involved, the AOC shall have the option to participate in such action at its own expense.
- 21.3 Should the Deliverable(s), Data, Materials, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the AOC shall permit Contractor at its option and expense either to procure for the AOC the right to continue using the Deliverable, Data or Materials, or to replace or modify the same so that they become non-infringing. If neither of these options can reasonably be taken, or if the use of such Deliverables, Data or Materials by the AOC shall be prevented by injunction, Contractor agrees to take back such Deliverables, Data or Materials and make every reasonable effort to assist the AOC in procuring substitute Deliverables, Data or Materials. If, in the sole option of the AOC, the return of such infringing Deliverables, Data or Materials makes the retention of other Deliverables, Data or Materials acquired from Contractor under this Agreement impractical, the AOC shall then have the option of terminating the applicable Service Work Order(s), or applicable portions thereof, or this Agreement in its entirety, without penalty or termination charge. Contractor agrees to take back such Deliverables, Data or Materials and refund any sums that the AOC has paid Contractor less any reasonable amount for use or damage.

22 Conflict of Interest

- 22.1 No officer or employee of Contractor shall participate in proceedings that involve the use of AOC funds or that are sponsored by the AOC if that person's partner, family, or organization has a financial interest in the outcome of the proceedings. No officer or employee of Contractor shall engage in any action resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement. Contractor agrees that it shall bind its Subcontractors to conflict of interest provisions not less strict than those provided here.
- 22.2 Contractor hereby certifies and shall ensure that its Subcontractors certify in writing that former AOC employees will not be awarded a contract or employed by Contractor or Subcontractors for (a) two (2) years from the date of separation if that employee had any part in the decision making process related to this Agreement including: (i) the selection of Contractor, (ii) the negotiation of this Agreement, (iii) approval of payments to Contractor, (iv) determining acceptability of Contractor's performance, or (v) any

negotiations or recommendations as to an amendment of this Agreement within the twelve (12) month period preceding his or her separation from AOC service.

23 Covenant Against Gratuities

Contractor warrants by signing this Agreement that neither it nor any agent, director, Subcontractor or representative of Contractor offered or provided gratuities in the form of entertainment, gifts or otherwise, to any officer, official, agent, or employee of the AOC with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. The AOC may terminate this Agreement, either in whole or in part, for breach of this warranty. Any loss or damage sustained by the AOC as a result of Contractor's breach or violation of this warranty, including, without limitation, the cost of procuring on the open market any Work which Contractor agreed to supply under this Agreement, shall be borne and paid for by Contractor. The rights and remedies of the AOC provided in this provision shall not be exclusive and shall be in addition to any other rights and remedies provided under this Agreement.

24 National Labor Relations Board

By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.

25 Nondiscrimination/No Harassment Clause

- 25.1 During the performance of this Agreement, 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 (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- 25.2 During the performance of this Agreement, 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 Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- 25.3 Contractor shall comply, and shall ensure that its Subcontractors comply, with applicable provisions of the Fair Employment and Housing Act, California Government Code sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

25.4 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 agreement.

25.5 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 Agreement.

26 Americans with Disabilities Act

By signing this Agreement, Contractor assures the AOC that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. section 012101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

27 California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

28 Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken, provided that the deletion of that term or provision does not materially change the agreement of the parties or the effect of this Agreement.

29 Waiver

The omission by either party at any time to remedy any default or enforce any right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

30 Signature Authority

The parties signing this Agreement warrant that they have proper authorization to do so.

31 Survival

The termination or expiration of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein. Without limiting the foregoing, the following provisions shall survive any expiration or termination of this Agreement: Exhibit A; Exhibit F, Sections 2, 7, 8, 9, 12, 16, 17, 18, 19, 20, 21, 27, 28, 29, 31, 32, 45, 46, 47, and Exhibit G.

32 Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and

written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a written amendment to this Agreement.

33 License

Contractor represents and warrants that Contractor has, and will continue to have during the time of this agreement a "B" Contractor's license issued by the California State Contractors License Board. Contractor must immediately notify the AOC if it loses this license. Contractor further represents and warrants that with respect to any Work requiring a specialty license (i.e. a "C" license), Contractor and any Subcontractors working on that portion of the Work will have, and continue to have, during that portion of the Work any specialty license required for that portion of the Work.

Communications regarding licenses must be provided in printed format (e-mail documents are not acceptable) and shall be sent to:

Contracts Specialist – Licensing
"Agreement Number:" followed by # of this Agreement (from page 1, upper right)
Administrative Office of the Courts
Attn: Business Services, 7th Floor
455 Golden Gate Ave
San Francisco, CA 94102

The AOC may from time to time revise the address to which these materials are sent and will provide a modified address to Contractor upon revision. Such revision will take effect upon receipt of the revised address and is not subject to an Amendment to be made to this Agreement.

34 Obtaining Permits and Licenses/Testing and Inspections

- 34.1 Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of any Work before the date of commencement of any Work relating to a Service Work Order or before the permits, licenses, and certificates are legally required to continue that Work without interruption. Such permits include but are not limited to building permits, digging permits, welding permits, confined space entry permits, pressure vessel certification, air quality permits, and fuel storage tank permits.
- 34.2 Contractor, acting in the name of the AOC, shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in this Agreement. All permits, licenses, and certificates shall be posted on CAFM and the Contractor shall ensure compliance with all laws, ordinances, rules, regulations, orders, and standards bearing on conduct of the Work.

- 34.3 Contractor shall maintain complete inspection records and make them available to the AOC. All Work is subject to the AOC's tests and inspections at all places and at all reasonable times before Acceptance of the Work to ensure strict compliance with the terms of the Agreement.
- 34.4 Contractor shall at all times permit the AOC, its agents, officers, and employees to visit the Work site and inspect the Work, including shops where work is in preparation. When the Agreement documents or governing statutes or regulations require a portion of the Work to be tested or inspected, such portion of Work shall not be covered up until tested or inspected and approved by the AOC or governing authority. The Contractor shall be solely responsible for notifying the AOC, during normal inspection hours, no less than 24 hours in advance of the necessary inspection and testing, where and when the Work is ready for inspection and testing. Should any Work be covered without the required testing and approval, such Work shall be uncovered and recovered at the Contractor's expense.
- 34.5 If the AOC determines that portions of the Work require additional testing, inspection or approval not included in the Agreement documents or not otherwise required by regulations or statutes, the AOC will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or approval by an entity acceptable to the AOC, and the Contractor shall give 48 hours written notice to the AOC of where and when tests and inspections will be conducted so that the AOC may observe the procedures.
- 34.6 If testing or inspection reveals failure of a portion(s) of the Work to comply with the Agreement, regulations, statutes, or other law, the Contractor shall bear all costs made necessary by such failure(s) including those of repeated procedures and compensation for the AOC's services.
- 34.7 Inspections and tests conducted by the AOC are for the sole benefit of the AOC and do not: (i) relieve the Contractor of responsibility for providing adequate quality control measures, (ii) relieve the Contractor of responsibility for damage to or loss of any portion of the Work prior to its Acceptance, (iii) constitute or imply Acceptance of the Work, or (iv) affect the continuing rights of the AOC after Acceptance of the Work.
- 34.8 All testing and inspections shall be performed by AOC staff or AOC-hired inspectors or testers unless otherwise directed by AOC.

35 Compliance with Applicable Laws

- 35.1 Contractor shall give all notices required by law to be given and comply with the following specific laws, ordinances, rules, regulations, orders, and standards and all other applicable laws, ordinances, rules, regulations, orders, and standards bearing on conduct of the Work:
- 35.1.1 National Electrical Safety Code, published by the Institute of Electrical and Electronic Engineers

- 35.1.2 National Fire Protection Association, 13, 72 and 110
 - 35.1.3 Uniform Building Standards Code, latest edition (California Code of Regulations, Title 24, Parts 1 through 12)
 - 35.1.4 Manual of Accident Prevention in Construction, latest edition, published by Associated General Contractors of America
 - 35.1.5 Industrial Accident Commission's Safety Orders, State of California
 - 35.1.6 Regulations of the State Fire Marshall (California Code of Regulations, Title 19) and pertinent local fire safety codes
 - 35.1.7 American with Disabilities Act (42 U.S.C. 12112 et seq.)
 - 35.1.8 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
 - 35.1.9 California Art Preservation Act (Civil Code section 987)
 - 35.1.10 U. S. Copyright Act (United States Code, Title 17, Chapters 1 through 8 and 10 through 12)
 - 35.1.11 U. S. Visual Artists Rights Act of 1990 (17 U.S.C. 101 et seq.)
 - 35.1.12 applicable Occupational Safety and Health Act (OSHA) standards
 - 35.1.13 California Building Code, and Title 15, Department of Corrections and Rehabilitation
- 35.2 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, regulations, orders, or standards, Contractor shall bear all costs, expenses, claims, penalties and damages arising therefrom.

36 Safety/Protection of Persons and Property

- 36.1 Contractor shall be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to Normal Working Hours.
- 36.2 Contractor shall make all its workers, and those of its Subcontractors, engaged in the performance of the Work aware of Work site safety, fire, and health requirements and regulations.
- 36.3 Any review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work site.
- 36.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

- 36.5 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement, and shall repair any damage caused by Contractor, any Subcontractor, or their staff at no cost to the AOC, the Courts, or a County.
- 36.6 Contractor shall take, and require its Subcontractors to take, all necessary precautions for safety of workers on the Projects and shall comply with all applicable federal, state, local, and other safety laws, rules, regulations, orders, standards, and building codes, including minimum safety guidelines of the AOC, if any, so as to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed, to provide a safe and healthful place of employment, minimize inconvenience to the general public, and ensure the protection of persons, property, and businesses adjacent to the Work site.
- 36.7 Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction and/or maintenance.
- 36.8 Contractor shall promptly correct any violations of safety laws, rules, orders, standards, or regulations when discovered. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.
- 36.9 Contractor shall exercise appropriate care to prevent and eliminate excessive dust, silt, airborne particulates including paint overspray, and other nuisances related to the Work from affecting workers providing work at the Work site, or persons, property, and businesses adjacent to the Work site.
- 36.10 If required by the local jurisdiction having authority, or by safe work practices, the Contractor shall utilize appropriate law enforcement personnel to control public vehicle traffic during periods of deliveries, construction vehicles leaving or entering the Work site, and during periods of off loading on public roads, streets or throughfares.
- 36.11 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act at its discretion to prevent such threatened loss or injury, in accordance with Exhibit C, Section 2.6.1.2 ("Emergency Work Above the Fixed Price Threshold").
- 36.12 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same at the Work site during the entire progress of the Work.
- 36.13 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation,

protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by maintenance and repair operations.

- 36.14 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a Court facility. AOC may request that non-complying persons be permanently removed from a Work site.
- 36.15 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to the AOC.
- 36.16 Contractor shall comply with all of the provisions of the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 et seq.) and all rules, regulations and orders adopted pursuant thereto. Contractor shall comply with all of the provisions of the California Occupational Safety and Health Act of 1973 (Labor Code section 6300 et seq.) and all rules, regulations and orders adopted pursuant thereto.
- 36.17 Contractor must erect the necessary warning signs and barricades to ensure the safety of all occupants and visitors. Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage or injury to persons or property.

37 Drug Free Workplace

- 37.1 The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), and will provide a drug-free workplace by taking the following actions:
- 37.1.1 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.
 - 37.1.2 Establish a Drug-Free Awareness Program to inform employees about:
 - 37.1.2.1 The dangers of drug abuse in the workplace;
 - 37.1.2.2 The Contractor's policy of maintaining a drug-free workplace;
 - 37.1.2.3 Any available counseling, rehabilitation, and employee assistance programs; and,
 - 37.1.2.4 penalties that may be imposed upon employees for drug abuse violations.
 - 37.1.3 Provide, as required by Government Code section 8355(c), that every employee who works under the Agreement will:
 - 37.1.3.1 receive a copy of the Contractor's drug-free workplace policy statement; and
 - 37.1.3.2 agree to abide by the terms of the Contractor's statement as a condition of employment.
 - 37.1.4 Provide for random pre-assignment testing, reasonable cause testing as necessary, and post accident testing as necessary of workers performing Work at the Work site.
- 37.2 The Contractor shall indemnify and hold harmless the Indemnified Parties against any loss, claim, damages or liability resulting from the Contractor's failure to enforce and maintain a drug free workplace.

38 Cleaning Up

- 38.1 Upon completion of the Work or any segments thereof, Contractor shall clean to the original condition any areas beyond the Work site that become dust laden or unclean as a result of the Work.
- 38.2 Contractor at all times shall keep the Work site free from debris such as waste, rubbish, and excess Materials and equipment. Contractor shall not leave debris under, in, or about the Work site, but shall promptly remove same from the site on a daily basis. If Contractor fails to clean up, AOC may do so and the cost thereof shall be charged to Contractor.

- 38.3 The Contractor shall keep Work sites and shop areas safe and clean during work and cleanup afterwards, to ensure the safety of building occupants, employees, or visitors in, or near, the sites.
- 38.4 Contractor shall maintain in good operation all drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within Work sites during any Work.

39 Other Contracts/Contractors

- 39.1 The AOC reserves the right to let other contracts for maintenance or repairs whether or not a Facility is assigned to Contractor. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect the Work with the work of other contractors.
- 39.2 If any part of the Work depends for proper execution or results upon work of any other contractor, Contractor shall inspect and promptly report to the AOC in writing before proceeding with its Work any defects in any other Contractor's work that render the Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to the AOC for any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all other contractor's work as fit and proper for reception of the Work, except as to defects that may develop in other Contractor's work after execution of the Work.

40 Access to Work

The AOC and its representatives shall at all times have access to Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that the AOC's representatives may perform their functions.

41 Regional Notification Center

In accordance with Government Code section 4216 et seq., Contractor, except in an emergency, shall contact the applicable regional notification center at least two (2) Days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the AOC, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the AOC the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor.

42 No Signs

Contractor, its employees, and its Subcontractors shall not display any commercial signs upon fences, trailers, offices, or elsewhere on any Work site without specific prior written approval of the AOC.

43 Trenches

- 43.1 Trenches Greater Than Five Feet. In the event that any work requires excavation of a trench five (5) feet or more in depth, Contractor shall, in accordance with Labor Code section 6705 and in advance of excavation, promptly submit to the AOC and/or a registered civil or structural engineer employed by the AOC, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench.
- 43.2 No Tort Liability of AOC. Pursuant to Labor Code section 6705, nothing in this section shall impose tort liability upon the AOC or any of its employees.
- 43.3 No Excavation without Permits. Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed at the Work site prior to the commencement of any excavation.

44 Contract Security - Bonds

- 44.1 Prior to commencing any Work pursuant to this Agreement (excluding any Work performed pursuant to the JOC Agreement) Contractor shall furnish a payment bond issued by a California admitted surety insurer to cover full amount of Work provided by the Contractor under the terms of this Agreement, not to include the value of any design services, preconstruction services, finance services, operations services or other related services included in the Agreement. The single Payment Bond to be provided for the full term of the Agreement shall initially be based on the AOC's reasonable estimate of the amount of construction that it believes is likely to actually be done during the full term of the Agreement.
- 44.2 The cost of the Payment Bond shall be a reimbursable expense to be paid by the AOC on the first invoice submitted after the beginning of each calendar year without the application of any other labor, benefits, and management, overhead or profit expense factors.

44.3 All bonds related to this Agreement shall be in a form acceptable to the AOC.

44.4 Documents must be provided in printed format (e-mail documents are not acceptable) and shall be sent to:

Contracts Specialist – Bond Records

Agreement Number of this Agreement (from page 1, upper right)

Administrative Office of the Courts

Attn: Business Services, 7th Floor

455 Golden Gate Ave

San Francisco, CA 94102

~~44.344.5~~ The AOC may from time to time revise the address to which these materials are sent and will provide a modified address to Contractor upon revision. Such revision will take effect upon receipt of the revised address and is not subject to an Amendment to be made to this Agreement.

45 Warranty/Guarantee

- 45.1 Contractor shall obtain and preserve for the benefit of the AOC all manufacturers' warranties on Materials, fixtures, and equipment incorporated into the Work. Contractor shall furnish to the AOC all applicable guarantees and/or warranty certificates.
- 45.2 In addition to guarantees required elsewhere, Contractor warrants and guarantees all Work for one year following completion of the applicable SWO. At the AOC's sole option, Contractor shall either repair or replace any Work that is defective in workmanship and/or materials, without expense whatsoever to AOC.
- 45.3 In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within ten (10) Days after being notified in writing, Contractor and Surety hereby acknowledge and agree that the AOC is authorized to proceed to have defects repaired and made good at expense of Contractor who shall pay costs and charges to the AOC for that repair or replacement immediately on demand.
- 45.4 If, in the opinion of the AOC, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the AOC or to prevent interruption of operations of the Facility, the AOC will attempt to give the notice required above. If Contractor cannot be contacted or fails to comply with the AOC's request for correction within a reasonable time as determined by the AOC, the AOC may proceed to immediately make any and all corrections the AOC believes are necessary and Contractor shall be responsible for all costs relating to that repair or replacement.
- 45.5 The above provisions shall not limit the guarantees on any items for which a longer guarantee is applicable, including any manufacturer's guarantees.
- 45.6 Nothing herein shall limit any other rights or remedies available to the AOC.

46 Warranty of Title

- 46.1 If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any AOC property, by any entity or person that has supplied Material or services for a Project, Contractor and Contractor's Surety, at Contractor's and Surety's own expense, shall promptly take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.
- 46.2 If the Contractor fails to furnish to the AOC, within ten (10) Days after demand by the AOC, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the AOC may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney fees and

expense incurred or suffered by AOC from any sum payable to Contractor under this Agreement.

47 Subcontractor Payments

- 47.1 Payments to Subcontractors. No later than ten (10) Days after receipt of payment from the AOC, Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its subcontractors in a similar manner.
- 47.2 Notice to Subcontractors. If the Contractor elects to delay payment of Subcontractors until the AOC has paid the Contractor, the Contractor must provide notification of this to all Subcontractors. Such notification shall be prominently placed in the Contractor's agreement with the Subcontractor, in all capital letters in bold font. Contractor shall require each Subcontractor to initial the section of the Contractor's agreement containing this notification.
- 47.3 No Obligation of the AOC for Subcontractor Payment. The AOC shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 47.4 Joint Checks. The AOC shall have the right in its sole discretion, if necessary for the protection of the AOC, to issue joint checks made payable to the Contractor and Subcontractors and Material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the AOC and a Subcontractor of any tier, any obligation from the AOC to such Subcontractor, or rights in such Subcontractor against the AOC.

48 Labor, Wage & Hour, Apprentices, and Related Provisions

- 48.1 Wage Rates. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California ("Prevailing Wage Law"), the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement are on file with OCCM in San Francisco and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates in accordance with applicable law.
- 48.2 Holiday and overtime work, which is subject to the Prevailing Wage Law when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate

of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the AOC, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

- 48.3 Contractor shall pay, or cause to be paid, each worker engaged in Work on any Project, who is subject to the Prevailing Wage Law, not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.
- 48.4 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to the AOC, forfeit the amount set forth in Labor Code section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the AOC and/or the Director, for the work or craft in which that worker is employed for any public work done under contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.
- 48.5 Any worker subject to the Prevailing Wage Law who is employed to perform Work on any Project, where that Work is not covered by a classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- 48.6 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and apprenticeship, training programs or other payments authorized by Labor Code section 3093.
- 48.7 Hours of Work. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code (“Hours of Work Provision”), eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker, employed at any time by Contractor or by any Subcontractor on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement which is subject to the Hours of Work Provision, shall be limited and restricted by 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 who are subject to the Hours of Work Provision, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work provided the employee is compensated for all hours worked in excess of eight (8)

hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

- 48.8 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 Agreement. The record shall be kept open at all reasonable hours to the inspection of the AOC and to the Division of Labor Standards Enforcement of the DIR.
- 48.9 Pursuant to Labor Code section 1813, Contractor shall, as a penalty to the AOC, forfeit the statutory amount for each worker employed in the execution of this Agreement 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 or forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

49 Payroll Records

- 49.1 Contractor shall maintain all Certified Payroll Records ("CPR") relating to each Project which shall be available for inspection at all reasonable hours at Contractor's principal California office on the following basis:
- 49.1.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
- 49.1.2 CPRs shall be made available for inspection or furnished upon request to a representative of the AOC, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.
- 49.1.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the State 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.
- 49.2 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) Days within which to comply after written notice of noncompliance. Should noncompliance still be evident after the ten (10) Day period, Contractor shall, as a penalty to AOC, forfeit twenty-five dollars (\$25) 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 any payments then due.

- 49.3 CPRs must be traceable to actual payroll records. The Contractor must provide the AOC copies of or access to the actual payroll records upon the AOC's request.
- 49.4 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.
- 49.5 Apprentices. Contractor acknowledges and agrees that this Agreement is governed by the provisions of Labor Code section 1777.5. Contractor stipulates that it is the responsibility of Contractor to ensure compliance with Labor Code section 1777.5.
- 49.6 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.

50 Air and Water Pollution Control

- 50.1 The Contractor shall comply with all air and water pollution control rules, regulations, ordinances and statutes which apply to the Work.
- 50.2 In the absence of any applicable air pollution control rules, regulations, ordinances, or statutes governing solvents, all solvents, including but not limited to, the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on a Project, Contractor shall comply with the applicable material requirements of the Air Quality Management District (AQMD). All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.

51 Hazardous Materials

- 51.1 Asbestos. Contractor shall not install any asbestos-containing materials or products in any work to be performed under this Agreement without the written consent of the Project Manager. Contractor shall be responsible for removal and replacement costs should this provision be violated. This responsibility shall not be limited in duration by Project completion, or other provision of this Agreement.
- 51.2 Lead. Contractor shall not install any lead-containing materials or products, including paint, in any work to be performed under this Agreement without the written consent of the Project Manager. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated. This responsibility shall not be limited in duration by Project completion, or other provision of this Agreement.

52 Notice of Completion

The AOC may record a notice of completion when the entire Work for a Service Work Order has been completed to the satisfaction of the AOC.

53 Disabled Veteran Business Enterprise Participation Goals

The State of California requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). Contractor shall demonstrate DVBE compliance and complete a DVBE Compliance Form provided by the Project Manager. If Contractor is unable to meet this participation goal, Contractor shall provide the AOC with a written explanation of why it is unable to meet the participation goal and written evidence of Contractor's "good faith effort" to achieve this participation goal. Information about DVBE resources can be found on the Executive Branch's internal website at <http://www.dgs.ca.gov/default.htm>, or by calling the Office of Small Business and DVBE Certification at 916-375-4940.

EXHIBIT G: PBC PLAN

DRAFT

1 INTRODUCTION

- 1.1 This PBC Plan describes the criteria and process that will be used to assess the Contractor's performance when determining the amount of PBC to be awarded, if any. The PBC, if awarded, shall not be considered a bonus or a gift. This PBC Plan addresses those performance evaluation areas that are under the control of the Contractor's management and are viable for evaluation. The amount of PBC will be determined by the Performance-Based Compensation Determining Official ("PBCDO"), based on his/her evaluation of the documented performance of the Contractor. The PBCDO's decision is the final decision of the AOC. The PBCDO is not bound by the Performance-Based Compensation Review Panel ("PBCRP") chairperson's recommendation. The performance evaluation areas used for each evaluation period ("Evaluation Period") will be for any and all Agreement requirements and performance criteria contained in this PBC Plan.
- 1.2 The Contractor can receive a **maximum** of seventy percent (70%) of the amount in the PBC Pool for an applicable Evaluation Period in which the Contractor received an overall "Satisfactory" rating. Satisfactory performance does not guarantee a seventy percent (70%) award; rather, the seventy percent (70%) award is the highest possible award for Satisfactory performance. The Contractor can receive an award over seventy percent (70%) **only** if the Contractor received an overall "Good" or "Outstanding" rating for that Evaluation Period. The AOC shall not award any PBC to Contractor for any Evaluation Period in which the Contractor received an overall "Unsatisfactory" or "Poor" rating. Any money in the PBC Pool not awarded to the Contractor for the appropriate Evaluation Period shall be retained by the AOC. Any money remaining in the PBC Pool upon expiration or termination of this Agreement shall be retained by the AOC.
- 1.3 Feedback to the Contractor for deficiencies will be delivered as deficiencies are identified. Deficiencies will be identified verbally or in writing and noted in a Quality Surveillance File kept by AOC Quality Assurance ("QA") personnel for use during the midpoint feedback to the Contractor, PBC determinations, or information for the AOC Business Services representative for resolution of uncorrected deficiencies. The Contractor will have the opportunity to correct the deficiencies in a timely and responsive manner. If the Contractor does not correct the deficiency in a timely and responsive manner, QA will forward the deficiency to the AOC Business Services representative for final resolution.
- 1.4 Before an Evaluation Period commences, the AOC may, with PBCDO approval, unilaterally modify the applicable criteria or place more or less emphasis on a particular evaluation area. The Contractor will be notified of these changes in writing by the AOC Business Services representative prior to the start of the applicable Evaluation Period and the tabs to this PBC Plan and the Key Performance Indicators will be modified accordingly. No such change will require an Amendment. Unless the AOC Business Services representative gives the Contractor specific written notice of any changes to evaluation areas five (5) Days prior to the start of a new Evaluation Period, the same evaluation criteria and weights listed for the preceding Evaluation Period will be used in that new Evaluation Period.

2 PBC DETERMINATION PROCESS

- 2.1 QA provides and documents Contractor performance and improvements.
- 2.2 The Contractor submits a written report on (i) its performance, (ii) KPI data, (iii) cost savings, and (iv) program management improvement self-assessments to the Regional Manager. The KPI data will be presented in the format shown at Tab 5. The written report will be limited to a total of ten (10) single-sided pages, in twelve (12) point font. The Contractor must submit the written report within twelve (12) Business Days of the end of the Evaluation Period. The Contractor will also be given up to forty (40) minutes to orally brief the PBCRP at the beginning of each session. This briefing should be an overview of the written report provided to the Regional Manager.
- 2.3 The Regional Manager reviews and reports on the accuracy of the Contractor's written report and submits comments to the Performance-Based Compensation Recorder ("PBC Recorder"). The Regional Manager will also provide the PBC Recorder with copies of the Quality Assurance Monthly Report, Recommended PBC Score Sheets, and Draft PBC Evaluation Letter. The Regional Manager will have an opportunity to brief the PBCRP on his or her recommendations.
- 2.4 The PBCRP analyzes inputs and evaluations of Contractor performance and improvements. The PBCRP prepares computations and recommendations of the PBC for the PBCDO. The PBCRP recommendation to the PBCDO will be made within forty-five (45) Days following the close of an Evaluation Period.
- 2.5 The PBC determination by the PBCDO and the PBC Evaluation Letter will be completed within five (5) Business Days following the PBCRP recommendation. The PBC Evaluation Letter to the Contractor will address the PBC Rating, the amount of the PBC awarded (if any), and any areas requiring improvement.
- 2.6 If applicable, the Regional Manager will notify the Contractor in writing to invoice for the approved PBC. Such action will be completed within five (5) Business Days after the PBC Evaluation Letter is delivered to the Contractor.
- 2.7 The Regional Manager will conduct a debriefing of the PBC Evaluation Letter with the Contractor within five (5) Business Days after the PBC Evaluation Letter is delivered to the Contractor.

3 ORGANIZATIONAL RESPONSIBILITIES

- 3.1 The PBCDO will determine the amount of PBC using the process outlined in this PBC Plan. The PBCDO will establish a PBCRP to provide recommendations in determining the PBC.
- 3.2 The list provided in Tab 3 identifies the anticipated members of the PBCRP. This list is subject to change at the discretion of the PBCDO. The PBCRP will convene as directed by the chairperson and will consider the following information in making the PBC recommendation:
 - 3.2.1 Evaluations submitted by AOC personnel.

- 3.2.2 Self-assessment submitted by the Contractor of its performance, cost savings, and improvements.
- 3.3 The PBC Recorder is responsible for coordinating PBC administrative actions. The PBC Recorder will implement all contractually required PBC actions. These include:
 - 3.3.1 Receiving and consolidating evaluation inputs from all sources.
 - 3.3.2 Scheduling meetings of the PBCRP and making all arrangements for the meetings.
 - 3.3.3 Requesting the Contractor's written report and scheduling his briefing and debriefing.
 - 3.3.4 Ensuring compliance with PBC milestones.
 - 3.3.5 Other actions as required to ensure the smooth operation of the PBC process.
- 3.4 The Regional Manager will evaluate the Contractor's performance and improvements. Based upon this evaluation, PBC Rating inputs will be categorized as Unsatisfactory, Poor, Satisfactory, Good, or Outstanding. The Regional Manager should identify strengths and weaknesses supporting all PBC Ratings. Five (5) Business Days prior to the PBCRP meeting, the Regional Manager will submit to the PBC Recorder (i) a draft PBC Evaluation Letter, (ii) PBC reports formatted according to Tab 1 of this PBC Plan, and (iii) all supporting documentation. The PBC reports will include a recommended PBC percentage and a copy of the Contractor's KPI Data with the Regional Manager's comments and recommended score for each KPI.

4 FREQUENCY OF EVALUATION

Evaluation Periods are semiannual. The first Evaluation Period is April 1 to September 30. The second Evaluation Period is October 1 to March 31. If the Evaluation Period at the beginning or end of the Agreement is less than ninety (90) Days, that Evaluation Period will be included in the previous or subsequent Evaluation Period, as applicable.

5 FEE ALLOCATION BY EVALUATION PERIOD

PBC that is not awarded to the Contractor for an Evaluation Period will not be carried over to subsequent Evaluation Periods and will not be able to be awarded at a later time.

6 EVALUATION AREAS AND WEIGHTS

The Contractor's performance will be evaluated using the criteria and weights in the KPIs in Tab 5 of this PBC Plan and the additional criteria outlined in Tab 4 of this PBC Plan. If any item identified in a KPI is not performed during the Evaluation Period, the KPI will be removed from the evaluation criteria for that Evaluation Period.

7 PERFORMANCE CRITERIA, STANDARDS, AND RATINGS

- 7.1 Contractor performance will be assessed in each of the evaluation areas. A percentage point rating is used by the PBCRP to make their recommendation to the PBCDO. The evaluation standards and corresponding PBC Ratings are indicated below.

| Evaluation Standard | PBC Rating |
|---------------------|------------|
| Outstanding | 92- 100% |
| Good | 71- 91% |
| Satisfactory | 51- 70% |
| Poor | 31- 50% |
| Unsatisfactory | 0- 30% |

- 7.2 The evaluation process will use the PBC Score Sheet at Tab 2 to calculate the PBC Percentage. Each KPI Performance Threshold is listed on the appropriate sheet for its evaluation area. Each Performance Threshold is rated by the Regional Manager based on the Quality Assurance Monthly Reports, Contractor and AOC KPI reports, and inputs from various AOC sources such as Court Liaisons, Court Executive Officers, and AOC units.

- 7.2.1 Each Evaluation Period, each KPI threshold will be graded on a scale of zero to five (0 – 5).

- 0 - Far Below Standards with Significant Impacts
- 1 - Far Below Standards
- 2 - Slightly Below Standards
- 3 - Meets Standards
- 4 - Slightly Exceeds Standards
- 5 - Far Exceeds Standards

- 7.2.2 The Evaluation Period grades are then averaged for the entire Evaluation Period. The average is then multiplied by the Priority Weight of each threshold to determine the Weighted Score. The Priority Weights for each KPI are set forth in Exhibit G, Tab 5.
- 7.2.3 The Weighted Scores for each evaluation area are added and then the total Weighted Score is divided by the total Potential Score to determine the Percentage for the evaluation area. The Regional Manager will then complete the PBC Score Sheet. The Regional Manager's completed PBC Score Sheet will be used as the basis for the draft PBC Evaluation Letter.
- 7.3 The PBCRP will use the following procedure to revise the draft PBC Evaluation Letter and determine the recommended PBC Percentage and PBC Rating:
- 7.3.1 Review all KPI data and the corresponding PBC Score Sheet.
- 7.3.2 Adjust the KPI score sheets based on the data available to the PBCRP.
- 7.3.3 Determine if an additional factor adjustment is appropriate, based on the additional factors of the criteria in Tab 4 of this PBC Plan. This adjustment is limited to a maximum of plus or minus ten percent ($\pm 10\%$) of the raw PBC percentage. No adjustment will result in a total PBC of more than one-hundred percent (100%).
- 7.3.4 Determine the PBC Percentage. The final PBC will be rounded to the nearest whole percentage.
- 7.3.5 Based on the PBC Percentage, determine the PBC Rating.

8 PBC INTEGRITY

The PBC process has been designed to be objective in nature. Every effort has been made, and will continue to be made, to ensure reasonableness and fairness in the entire PBC process and PBC Plan. The written records that provide the necessary checks and balances to ensure PBC integrity are drawn together from pertinent sources, such as; QAs, inputs, the self-assessment of the Contractor's performance, cost savings, and program management improvements.

9 TERMINATION

In the event of termination of this Agreement for convenience, the Evaluation Period in which termination occurs shall end, and the PBC process shall be implemented as if the Evaluation Period had been completed. The AOC will evaluate the Contractor's performance for the Evaluation Period in which the termination occurs and the amount of PBC will be prorated, based upon the amount of work completed as determined by the AOC Business Services representative. In the event of a termination for default, the PBC is payable only to the extent awarded through the last Evaluation Period prior to termination. This PBC Plan will survive any expiration or termination of this Agreement, until the JOC Agreement is terminated.

TAB 1
SAMPLE PBC EVALUATION LETTER

From: Regional Manager, Facility Operations
To: Performance-Based Compensation Review Panel
Subject: Performance-Based Compensation Evaluation for the Evaluation Period _____ to _____
Contractor _____
Contract Number _____

1. Significant items relating to the Work for this Evaluation Period:

- (1) Strengths: (DESCRIBE)
- (2) Weaknesses: (DESCRIBE)

2. Performance-Based Compensation recommended rating:

| Evaluation Area | Mar-07 | Apr-07 | May-07 | Jun-07 | Jul-07 | Aug-07 | Period Avg | Priority Weight | Weighted Score | Potential Score | PBC Percentage |
|--|--------|--------|--------|--------|--------|--------|------------|-----------------|----------------|------------------|----------------|
| Safety | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 7 | 35.00 | 35 | |
| Contractors Compliance Programs | | | 5 | | | 5 | 5.00 | 7 | 35.00 | 35 | |
| Liaison Survey | | | 4 | | | 5 | 4.50 | 6 | 27.00 | 30 | |
| PM Program | 5 | 3 | 4 | 5 | 5 | 5 | 4.50 | 6 | 27.00 | 30 | |
| Hourly Direct Labor Charges | 5 | 4 | 5 | 5 | 5 | 4 | 4.67 | 6 | 28.00 | 30 | |
| AOC Staff Inspections | | | 4 | | | 5 | 4.50 | 6 | 27.00 | 30 | |
| Cost Programs | 5 | 4 | 4 | 3 | 4 | 4 | 4.00 | 6 | 24.00 | 30 | |
| Service Work Order Survey | 4 | 4 | 4 | 5 | 5 | 5 | 4.50 | 6 | 27.00 | 30 | |
| Contractors Program Management | 4 | 4 | 5 | 5 | 5 | 5 | 4.67 | 6 | 28.00 | 30 | |
| Unauthorized Critical Outages | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 25.00 | 25 | |
| Disruption of Services | | | 5 | | | 5 | 5.00 | 5 | 25.00 | 25 | |
| 24/7 Work Reception | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 25.00 | 25 | |
| Closing of Work orders (Functionally Complete) | 4 | 5 | 4 | 4 | 5 | 5 | 4.50 | 5 | 22.50 | 25 | |
| Past Due Service Work Orders | 4 | 2 | 3 | 4 | 5 | 5 | 3.83 | 5 | 19.17 | 25 | |
| Facility Modifications | 3 | 3 | 4 | 4 | 5 | 5 | 4.00 | 5 | 20.00 | 25 | |
| Invoicing | 5 | 5 | 4 | 5 | 4 | 5 | 4.67 | 5 | 23.33 | 25 | |
| | | | | | | | | | | | |
| | | | | | | | | | 418.00 | 455 | 92% |
| | | | | | | | | | | PBCRB Adjustment | 0% |
| | | | | | | | | | | PBC Percentage | 92% |

| KPI # | Evaluation Area | Sep-10 | Oct-10 | Nov-10 | Dec-10 | Jan-11 | Feb-11 | Period Avg | Priority Weight | Weighted Score | Potential Score | PBC Percentage |
|-------|---|--------|--------|--------|--------|--------|--------|------------|-----------------|----------------|-------------------------|----------------|
| 1 | Safety | 5 | 4 | 4 | | | | 4.33 | 7 | 30.33 | 35 | |
| 2 | Contractors Compliance Program | 4 | 5 | 3 | | | | 4.00 | 7 | 28.00 | 35 | |
| 3 | Emergency Response and Readiness | 5 | 4 | 4 | | | | 4.33 | 7 | 30.33 | 35 | |
| 4 | Customer Satisfaction Survey | | | 3 | | | | 3.00 | 6 | 18.00 | 30 | |
| 5 | Preventative Maintenance | 5 | 5 | 5 | | | | 5.00 | 6 | 30.00 | 30 | |
| 6 | Proactive Management of Services | 2 | 3 | 3 | | | | 2.67 | 6 | 16.00 | 30 | |
| 7 | AOC Staff Inspections | 4 | 3 | 4 | | | | 3.67 | 6 | 22.00 | 30 | |
| 8 | Cost Program Management | 5 | 5 | 5 | | | | 5.00 | 6 | 30.00 | 30 | |
| 9 | Service Work Order Surveys | 2 | 2 | 3 | | | | 2.33 | 6 | 14.00 | 30 | |
| 10 | Contractors Program Management | 5 | 5 | 5 | | | | 5.00 | 5 | 25.00 | 25 | |
| 11 | Impact to Court Operations | 4 | 4 | 5 | | | | 4.33 | 5 | 21.67 | 25 | |
| 12 | Work Order Administration (Functionally Complete) | 5 | 5 | 3 | | | | 4.33 | 7 | 30.33 | 35 | |
| 13 | Past Due Service Work Orders | 5 | 5 | 5 | | | | 5.00 | 5 | 25.00 | 25 | |
| 14 | Facility Modification Management | 3 | 3 | 3 | | | | 3.00 | 5 | 15.00 | 25 | |
| 15 | Invoicing | 3 | 3 | 3 | | | | 3.00 | 5 | 15.00 | 25 | |
| 16 | Utility Management | | | 3 | | | | 3.00 | 5 | 15.00 | 25 | |
| 17 | Management Support Staff | 4 | 5 | 4 | | | | 4.33 | 5 | 21.67 | 25 | |
| | Monthly Points | 361 | 334 | 356 | 0 | 0 | 0 | | | | 495.00 | |
| | Monthly Potential | 440 | 440 | 495 | 440 | 440 | 495 | | | | | |
| | Monthly Score in % | 82% | 76% | 72% | 0% | 0% | 0% | | | | | |
| | | | | | | | | | | 387.33 | 495 | 78% |
| | | | | | | | | | | | PBCRB Adjustment | 0% |
| | | | | | | | | | | | PBC Percentage | |

3. PBC Pool:

| | | |
|---------------------------|--------------------------|------------------------------------|
| Total Direct Labor | Performance-Based | PBC Pool (Potential Profit) |
|---------------------------|--------------------------|------------------------------------|

| Cost For This Period (B) | Compensation Percentage (C) | B x C = D |
|-------------------------------------|--|------------------|
| \$1,000,000 | 7% | \$70,000 |

4. Performance-Based Compensation

| PBC Pool (Potential Profit) (D) (See Section 3 above) | Total Performance Based Compensation Rating (A) (See Section 2 above) | Performance Based Compensation D x A |
|--|---|--|
| \$70,000 | 85% | \$59,500 |

5. Summary

**TAB 2
PBC SAMPLE SCORE SHEETS**

| Evaluation Area | Mar-07 | Apr-07 | May-07 | Jun-07 | Jul-07 | Aug-07 | Period Avg | Priority Weight | Weighted Score | Potential Score | PBC Percentage |
|--|--------|--------|--------|--------|--------|--------|------------|-----------------|----------------|-------------------------|----------------|
| Safety | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 7 | 35.00 | 35 | |
| Contractors Compliance Programs | | | 5 | | | 5 | 5.00 | 7 | 35.00 | 35 | |
| Liaison Survey | | | 4 | | | 5 | 4.50 | 6 | 27.00 | 30 | |
| PM Program | 5 | 3 | 4 | 5 | 5 | 5 | 4.50 | 6 | 27.00 | 30 | |
| Hourly Direct Labor Charges | 5 | 4 | 5 | 5 | 5 | 4 | 4.67 | 6 | 28.00 | 30 | |
| AOC Staff Inspections | | | 4 | | | 5 | 4.50 | 6 | 27.00 | 30 | |
| Cost Programs | 5 | 4 | 4 | 3 | 4 | 4 | 4.00 | 6 | 24.00 | 30 | |
| Service Work Order Survey | 4 | 4 | 4 | 5 | 5 | 5 | 4.50 | 6 | 27.00 | 30 | |
| Contractors Program Management | 4 | 4 | 5 | 5 | 5 | 5 | 4.67 | 6 | 28.00 | 30 | |
| Unauthorized Critical Outages | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 25.00 | 25 | |
| Disruption of Services | | | 5 | | | 5 | 5.00 | 5 | 25.00 | 25 | |
| 24/7 Work Reception | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 25.00 | 25 | |
| Closing of Work orders (Functionally Complete) | 4 | 5 | 4 | 4 | 5 | 5 | 4.50 | 5 | 22.50 | 25 | |
| Past Due Service Work Orders | 4 | 2 | 3 | 4 | 5 | 5 | 3.83 | 5 | 19.17 | 25 | |
| Facility Modifications | 3 | 3 | 4 | 4 | 5 | 5 | 4.00 | 5 | 20.00 | 25 | |
| Invoicing | 5 | 5 | 4 | 5 | 4 | 5 | 4.67 | 5 | 23.33 | 25 | |
| | | | | | | | | | | | |
| | | | | | | | | | 418.00 | 455 | 92% |
| | | | | | | | | | | PBCRB Adjustment | 0% |
| | | | | | | | | | | PBC Percentage | 92% |

**TAB 3
PBC KEY PERSONNEL**

A. PERFORMANCE-BASED COMPENSATION DETERMINING OFFICIAL (PBCDO)

1. Assistant Director of Real Estate and Asset Management.

B. PERFORMANCE-BASED COMPENSATION REVIEW PANEL (PBCRP) MEMBERSHIP

1. Senior Manager for Facility Operations. *
2. OCCM Financial Manager or designee.
3. AOC Regional Administrative Director or designee.
4. Four-six (4-6) Court representatives from the Designated Region.

C. ADVISORS TO PBC REVIEW PANEL

1. Business Services representative.
2. Office of General Counsel (OGC) legal advisor.
3. PBC Recorder.
4. Regional Manager.

D. QUORUM REQUIREMENTS

A quorum will be achieved when five (5) voting members are present. Members normally should attend in person but may participate by teleconference if in person attendance is deemed impractical by the Chairperson.

*Chairperson

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TAB 4
EVALUATION AREA CRITERIA

Ratings with examples indicative of the performance

1. UNSATISFACTORY (KPI Score – 0)

- a. Fails to meet the minimum contractual requirements.
- b. Fails to exercise clear cost control and cost reporting methods resulting in inaccurate/misleading cost assessments/reporting.
- c. Repeatedly incurs cost overruns without AOC change in requirements.
- d. Not responsive to AOC cost inquiries.
- e. Far exceeds the cost estimates of the proposal.
- f. Fails to exercise clear management control and reporting methods resulting in two (2) or more consecutive Poor ratings on the same or related KPI.
- g. Fails to exercise clear management control and reporting methods resulting in the inability to transfer facilities due to lack of preparedness on the part of the Contractor.

2. POOR (KPI Score – 1, 2)

- a. Fails to demonstrate the ability to quickly take corrective actions to correct below standard KPIs.
- b. Lacks an effective Quality Control Program resulting in an excessive number of AOC-identified deficiencies and few Contractor-identified deficiencies.
- c. Substandard KPIs show little improvement over the Evaluation Period.
- d. Unresponsive or untimely in working with the AOC, the Courts, or other customers in resolving problems.
- e. Fails to provide full traceability within and between cost reports.
- f. Cost proposals lack organization and full disclosure to the AOC.
- g. Lacks an effective Quality Control Program resulting in poor process management and undesirable/unacceptable performance results.

h. Does not meet all Agreement requirements.

i. Lacks an aggressive Quality Control Program resulting in higher costs due to substandard process and/or facility management.

3. SATISFACTORY (KPI Score – 3)

a. Meets Agreement requirements.

b. Resolves technical discrepancies in a timely manner.

c. Defines technical problems with documented supporting data and rationale.

d. Contractor personnel do not deviate from procedures affecting Agreement performance without prior authorization.

e. Corrective action by Contractor is timely.

f. Contractor prepared reports, work scope papers, and design documentation items satisfy the requirements of the AOC with only minor editorial corrections and meet the delivery schedule.

g. Submits timely cost reports with full traceability within and between report(s). Adjustments or other variances are fully and clearly explained.

h. Responsive to cost inquiries.

i. Actual costs incurred are consistently within or below proposed costs.

j. Recognizes where budget cost growth may be occurring and takes timely measures to avoid them. Also, provides timely and well-documented explanation of actual problems.

k. Reviews labor resource allocations in order to minimize labor usage while maintaining adequate staffing levels to maintain schedule and quality of work.

l. Minimizes equipment cost.

m. Provides an effective management system and effective procedures and policies for program control.

n. Provides effective management and leadership in problem resolution. Also, performs necessary contingency planning and keeps close and timely communication with the AOC on potential problem areas.

- o. Adequately controls and interfaces with subcontractors and associated AOC contractors.
- p. Deliverables are timely, of good quality, and responsive to Agreement requirements. Also, performs other contractual tasks (e.g., reviews) on schedule.
- q. Analyzes and reports potential problem areas to identify impact on cost, performance, and schedules.
- r. No adverse schedule, cost or technical impacts result from operation and maintenance activities.
- s. Ensures schedule impacts are defined in a timely manner.

4. GOOD (KPI Score – 4)

- a. Meets substantially all of paragraph 3 above.
- b. Actively identifies and corrects noted discrepancies or inconsistencies in Contractor procedures.
- c. Contractor's corrective action system aggressively tries to resolve noted discrepancies to the AOC's satisfaction.
- d. Frequently submits cost reports early and does not require re-submittal.
- e. Demonstrates conscientious control of travel expenditures, subcontract dollars, and other logistics costs.
- f. Frequently takes measures to avoid cost growth without impacting quality of performance.
- g. Performs cost analysis and anticipates changes in advance of required action.
- h. Routinely provides timely and well-justified responses to requests for program cost data.
- i. Narratives explaining data variances are routinely current, explicit, and relevant to the variances observed. They are accurate and a consistent indication of program development. Narratives are routinely timely, fully describe both current and future cost impacts of the cost, and schedule performance.
- j. Develops processes that result in mission efficiencies and utilization of resources, which are the basis for cost avoidance in the current and future years.
- k. Keeps AOC representatives, associated subcontractor, and other parties informed – particularly of problem areas – through strong two-way communication.
- l. Eliminates unnecessary duplication of effort.
- m. Performs schedule and scope analysis, and anticipates changes in advance of required action.

- n. Frequently employs early corrective action, risk assessment and planning to preclude potential schedule delays.
- o. Usually ahead of schedule on significant activities and deliverables with no adverse effect on cost or performance.
- p. Service Work Order cost over-runs or under-runs are identified at the earliest possible time.
- q. Takes actions to reduce the requirement for technical personnel without decreasing quality or performance.
- r. Contractor's design, correction, and installation consistently reflect above average workmanship and attention to detail.
- s. Recommendations and/or cost estimates for facility corrections or equipment deficiencies are submitted with minimal rework, and if work is done, work corrects the condition and is accomplished within cost estimate.
- t. Contractor prepared reports, Work scope papers, and design documentation items exceed the requirements, are highly professional in nature, and meet or exceed the delivery schedule.
- u. Cost savings realized, due to aggressive management of labor resources, are significant and readily demonstrated.
- v. Demonstrates that many innovative cost effective approaches carry on beyond the Evaluation Period when it was implemented.
- w. Actual costs incurred are substantially below proposed costs.
- x. Always performs in the best interest of the AOC. Management reflects foresight, depth of analysis and a comprehensive approach.
- y. Aggressive management of labor resources, which realize increased efficiency, is significant and readily demonstrated.
- z. Demonstrates strong leadership through effective communication and judicious use of resources to maximize productivity.
- ab. Continually makes decisions and recommendations, which demonstrate a high level of sensitivity to reduce overall program costs.
- ac. Plans, develops, and executes procedures that allow completion ahead of schedule with no adverse impact on performance or cost.
- ad. Consistently demonstrates initiative and innovation in anticipating, preventing and solving problems.
- ae. Develops, suggests, and implements innovative ways to optimize performance.

5. OUTSTANDING (KPI Score – 5)

- a. Meets substantially all of paragraph 4 above.
- b. Always ahead of schedule on significant activities with no adverse impact on cost or performance.
- c. Contractor procedures have proven to be free of discrepancies or inconsistencies.
- d. Contractor personnel are highly knowledgeable of what procedure to use and are motivated to ensure their use.
- e. Contractor's corrective action system is outstanding resulting in AOC identified deficiencies being only of minor nature and infrequent.
- f. Contractor personnel participation in work/reviews/testing/inspections is highly professional and well informed, resulting in the completion of the activity in a well-ordered, well-run manner, without delays or action items.
- g. Exceptionally improves the operational availability for facility and equipment when required with no impact to mission.
- h. Always maintains continuity between Contractor's office and technician while performing maintenance and repair to ensure information is passed on sufficiently to preclude re-learning or re-informing about the situation.
- i. The Contractor ensures the AOC is notified in a timely manner regarding expiring certification on all AOC-maintained certifications (e.g., backflow preventor, crane, elevator, pressure vessel).
- j. Quality of all Contractor data submissions is always excellent. Data submissions are comprehensive, well thought out and require very little or no correction.
- k. Demonstrates that a substantial amount of cost savings realized, due to innovative, cost effective approaches, or aggressive management resulted in cost savings that carries into the year(s) beyond the initial Evaluation Period it was implemented.
- l. Develops a highly qualified and motivated Contractor team, which reflects strong, open lines of communication and concern for correct understanding of work tasking.
- m. Maintains excellent coordination and liaison with AOC counterparts and other contractors. Independently supports program activities in a consistent and cooperative manner.
- n. Technicians and employees are trained to latest maintenance and repair technology and or method.
- o. Consistently demonstrates initiative and innovation in anticipating, preventing, and solving problems.

p. Contractor acts as a full partner with the AOC ensuring all actions are always in the best interest of the AOC.

q. Contractor's performance and cost management consistently exceed the contractual standards and expectations of the AOC and the Courts.

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**TAB 5
CONTRACTOR'S KPI DATA SHEET**

to be developed

| <u>Item</u> | <u>Performance Objectives</u> | <u>Old SWO Section</u> | <u>New Contract Section</u> | <u>Fre- quency</u> | <u>Weigh- ted Scoring</u> | <u>Performance Threshold</u> | <u>Service Provider Commen- tary</u> | <u>Service Provid- er Score</u> | <u>Regional Manager Commen- tary</u> | <u>Regional Manager Score</u> |
|-------------|---|------------------------|---|--------------------|---------------------------|--|--------------------------------------|---------------------------------|--------------------------------------|-------------------------------|
| <u>1</u> | <u>Safety - The Contractor ensures the health and safety of all its employees and the protection of the environment and the public.</u> | <u>5.8</u> | <u>2.7.9 Exhibit B 1.4 Exhibit D 35, 36 Exhibit F</u> | <u>M</u> | <u>7</u> | <u>If the contractor is notified of a general health life safety violation they will receive a score of 2, if the violation is serious in nature they will receive a 0 for the month. To obtain a 5 the contractor must demonstrate a proactive approach to excellence. Example training, excellent Health, Safety and Environmental history, showing safety audits, written health and safety programs etc.</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |

| | | | | | | | | | | |
|-----------------|---|--|--|-----------------|-----------------|--|--|--|--|--|
| <p><u>2</u></p> | <p><u>Compliance - The contractor shall comply with all Federal, State, and local laws and follow the most restrictive guidance in cases of conflicting guidance. All work shall be performed in accordance with all applicable laws and codes, manufacturers recommendations, and accepted industry standards. Below are example performance objectives and thresholds the contractor will be rated on.</u> <u>Ex. Provide a well-managed environmental protection program, ensuring compliance with all Federal, State, and Local regulations.</u></p> | <p>-</p> <p>-</p> <p>-</p> <p>6.7-6.11</p> | <p>-</p> <p>1.1, Exhibit B 8.5 Exhibit D 35.1-35.2 Exhibit F</p> | <p><u>M</u></p> | <p><u>7</u></p> | <p><u>This category will be rated 0-5 using Tab 4 Evaluation Areas</u></p> <p><u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u></p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p><u>Ex. Zero notices of violation.</u></p> | <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> | <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> | <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> | <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> |
|-----------------|---|--|--|-----------------|-----------------|--|--|--|--|--|

| | | | | | | | | |
|---|--|--|--|---|---|---|---|---|
| - | <u>Ex. Contractor inspects, tests, and maintains fire suppression, protection, and detection equipment.</u> | <u>6.2.1.1.4, 6.9</u> | <u>2.7.9.2 Exhibit B 8.5 Exhibit D, 35.1.2 Exhibit F</u> | - | - | - | - | - |
| - | <u>Ex. Provide effective contingency and disaster response for major accidents and natural disasters.</u> | <u>6.7</u> | <u>8.2 Exhibit B 17.1 Exhibit K</u> | - | - | - | - | - |
| - | <u>Ex. Implement and manage an effective Hazardous Material Maintenance Program and Hazardous Waste Program.</u> | <u>6.8,6.11</u> | <u>2.7.1.3.1 2, 2.7.2.3.3, 8.3 Exhibit B 51 Exhibit F</u> | - | - | - | - | - |
| - | <u>Ex. Implement and manage an effective Security Management Program to include all aspects of personnel and physical security.</u> | <u>5.4.1, 5.4.2, 5.4.3, 6.2.1.1.5.1, 6.2.1.1.7.1</u> | <u>2.1.1, 2.6.2, 8.6.1, 8.6.2 Exhibit B 1.10,1.11 2, 2.4.4.4.5 Exhibit D</u> | - | - | - | - | - |
| - | <u>Ex. There are no accidental activations of the fire alarm or suppression system caused by contract personnel error. There are no findings for failure to maintain, inspect, or test fire suppression, protection, and detection equipment</u> | | | - | - | - | - | - |
| - | <u>Ex. The Contractor will respond to all accident and disaster situations as outlined in the reference.</u> | | | - | - | - | - | - |
| - | <u>Ex. No notices of violations.</u> | | | - | - | - | - | - |
| - | <u>Ex. No significant notices of violations.</u> | | | - | - | - | - | - |

| | | | | | | | | | | |
|-----------------|---|---------------------|--|-----------------|-----------------|---|----------|----------|----------|----------|
| <p><u>3</u></p> | <p><u>Emergency Response and Readiness - Provide a work reception and dispatch function 24 hours a day, 7 days a week and respond in a timely and appropriate manner to emergencies, prepared to mitigate and resolve emergency situations to the benefit of uninterrupted court operations and facility safety. An outstanding program will include demonstrated and documented random testing of the capability at least monthly.</u></p> | <p><u>5.1.2</u></p> | <p><u>2.2.7, 8.2 Exhibit B</u></p> | <p><u>M</u></p> | <p><u>7</u></p> | <p><u>If the contractor is not available to address the issue at hand at any time during the month the maximum score will be no more than 3. Other considerations of this category will be rated 0-5 using Tab 4 Evaluation Areas</u> <u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u></p> | <p>-</p> | <p>-</p> | <p>-</p> | <p>-</p> |
| <p><u>4</u></p> | <p><u>Customer Satisfaction Survey - To provide the courts excellent quality of service and respond quickly and effectively to the their needs. Measured by the Court customer</u></p> | <p><u>5.1.4</u></p> | <p><u>2.7.8 Exhibit B 2.1.7, 8, 10.2 Exhibit D 7.2 Exhibit G</u></p> | <p><u>Q</u></p> | <p><u>6</u></p> | <p><u>A score on a scale of 1 (unsatisfied) to 5 (far exceeded expectations) will be given based on the quarterly Surveys of Court facility customers. The Survey score will be based on the overall services performed during the period by the contractor</u></p> | <p>-</p> | <p>-</p> | <p>-</p> | <p>-</p> |

| | | | | | | | | | |
|----------|--|------------------|--|----------|----------|---|---|--|---|
| | <u>Quarterly Customer Satisfaction Review</u> | | | | | <u>and the average of all surveys for the region.</u> | | | |
| <u>5</u> | <u>Preventative Maintenance - Manage and implement the well-defined AOC Planned Maintenance (PM) program through execution and reporting. Recommend and report innovative options to provide AOC cost savings and/or improved operations while achieving the goal of maintaining facility quality and reducing life-cycle operations cost.</u> | <u>6.2,6.3.3</u> | <u>2.3, 2.7.5, Exhibit B 6.2 Exhibit D</u> | <u>M</u> | <u>6</u> | <u>All facilities have an effective PM program within one-hundred twenty (120) days of facility assignment. PM completion rate shall not fall below ninety-five percent (95%) for each month as measured by the number of PM SWO's completed on time divided by the number of PM SWO's scheduled.</u> | - | | - |

| | | | | | | | | | | |
|----------|--|---|--|----------|----------|--|---|---|---|---|
| - | <u>Indicators of an effective program include but are not limited to registration of all assets, thoroughness and accuracy of asset data, proactive scheduling techniques, comprehensive task completion notes recorded per job, quality control measures to detect deficiencies, swift implementation of remedies, and use of documentation tools such as recurring reports and visual aids to demonstrate program status</u> | - | - | - | - | - | - | - | - | |
| <u>6</u> | <u>Proactive Management of Services - Manage and perform proactive maintenance and repair services and a comprehensive facility program. Identification and performance of work requirements to maintain the court</u> | - | <u>1.1, 2.7.1, 2.7.2 Exhibit B 2.2 Tab 4 Exhibit G</u> | <u>M</u> | <u>6</u> | <u>This category will be rated 0-5 using Tab 4 Evaluation Areas 0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u> | - | - | - | - |

| | | | | | | | | | | |
|---|---|---|--|----------|----------|--|---|---|---|---|
| 7 | <u>facility at a consistently high quality for efficiency, exceeding equipment life expectancy and providing uninterrupted court operations and sound facility conditions.</u> | | | | | | | | | |
| | <u>AOC Staff Inspections - The contractor will be required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and</u> | <u>6.2.2. 2.1, 6.13, 6.14, 6.4.4, 2.2</u> | <u>1.1, 2.2,2.2.6 2.3, 2.4, 2.5, 2.7.8, Exhibit B 16.3, 35 Exhibit F</u> | <u>M</u> | <u>6</u> | <u>This category will be rated 0-5 using Tab 4 Evaluation Areas</u> <u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u> | - | - | - | - |

regulations.

8

Cost Program Management- The contractor will be asked to provide a cost management program using industry best practices, with the standards and professionalism that conforms with all applicable laws and policies. The contractor will use sound business practices which result in the best interest of the AOC. All costs charged to the AOC will be

6.3.6, 6.4, 6.5, 5.5.1, 5.5.3, 6.3.6, Exhibit C

1.1,2.7.4, 2.7.5,2.7.12.3, Exhibit B 2.2.5 ,3.4 Exhibit C 1.1, 5 Exhibit D

M

6

This category will be rated 0-5 using Tab 4 Evaluation Areas

0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding

- - - -

fully documented.
Subcontractor
invoices will
comply with
contract
requirements.

Examples include -
Cost Management,
cost control, cost
reporting,
budgeting, cost
inquiries results,
cost avoidance, cost
savings, travel costs,
material costs,
accuracy of
estimates, and life
cycle costing.

| | | | | | | | | | | |
|-----------------|---|-----------------------------------|--|-----------------|-----------------|--|----------|----------|----------|----------|
| <p><u>9</u></p> | <p><u>Service Work Order Surveys - Provide customer satisfaction in areas of coordination, information, and work performance.</u></p> | <p><u>5.1.1, 5.1.4, 6.3.1</u></p> | <p><u>2.7.8 Exhibit B 2.4 Exhibit C 1.2,6,8,9, Exhibit D</u></p> | <p><u>M</u></p> | <p><u>6</u></p> | <p><u>At the completion of each Job Order (JO) and Facility Modification (FM), a sampling of about 10% will be selected for a customer satisfaction survey. The JO's and FM's will be rated on a 1 - Unsatisfactory, 2 - Satisfactory with room for improvements, 3 - Met or exceeded all expectations. The contractor will demonstrate that all requested surveys were requested. For each 5% or portion there of that the contractor can not demonstrate the survey was requested the score will be dropped 1 point. The returned surveys will be averaged. An average score of 2.8 or higher will be a KPI score of 5, 2.5 to 2.8 = 4, 2.2 to 2.5 = 3, 1.9 to 2.2 = 2, less than 1.9 = 1, a second or more month during a performance period with a score of less than 1.9 = 0.</u></p> | <p>-</p> | <p>-</p> | <p>-</p> | <p>-</p> |
|-----------------|---|-----------------------------------|--|-----------------|-----------------|--|----------|----------|----------|----------|

| | | | | | | | | | | |
|------------------|---|--|--|-----------------|-----------------|---|----------|----------|----------|----------|
| <p><u>10</u></p> | <p><u>Contractors Program Management - The contractor is required to provide full service professional building management services necessary to maintain and preserve the buildings and grounds at the assigned locations. The contractor will be responsible for developing and implementing all operations and preventative maintenance programs necessary to maintain, preserve and keep the premises in good repair and condition. The contractor's program management should be of a scope and quality generally performed by professional property managers and executed in a reasonable, diligent, and careful manner</u></p> | <p><u>6.1, 6.1.1, 6.1.9, 6.1.7, 7.3, 6.2, Appendix A</u></p> | <p><u>2.7.1, 2.7.2, 2.7.7, 2.7.8, 2.7.8.3.4 Exhibit B 1 Exhibit D, Exhibit J</u></p> | <p><u>M</u></p> | <p><u>6</u></p> | <p><u>This category will be rated 0-5 using Tab 4 Evaluation Areas</u></p> <p><u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u></p> | <p>-</p> | <p>-</p> | <p>-</p> | <p>-</p> |
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so as to manage and supervise the operations, in the best interest of the AOC.

11

Impact to Court Operations - Unauthorized outages or disruptions of critical systems or court operations which result in a closure of a court facility or unit or significantly impact operational effectiveness shall not occur for any facility.

6.2, 6.3.4, 5.1.3, 5.1.4

RPIE Exhibit A, Priorities Exhibit A, 8.1-8.5 Exhibit D

M

6

If there are no (zero) unauthorized outages or disruptions during the month a score of 5 shall be applied. If there are any unauthorized outages within the control of the contractor during the month a score of zero shall be applied. Any disruptions to court operations will reduce score between 0 and 5 points depending on cause, impact and severity

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| | <u>Coordination shall be made to avoid disruptions including: loud noise, utility outages, road or facility closures, odor, HVAC down for service etc</u> | | | | | <u>of the incident</u> | | | | |
| <u>12</u> | <u>Work Order Administration - Work that is functionally completed is accepted for closure by Customer Support Center (CSC).</u> | <u>5.1.6</u> | <u>2.7.8.3, 7.1.5 Exhibit B 6 exhibit D</u> | <u>M</u> | <u>5</u> | <u>Ninety-five percent (95%) of all work functionally completed by the Contractor is approved for closure without additional data or documentation required.</u> | - | - | - | - |
| <u>13</u> | <u>Past due Service Work Orders- Timely completion of service work orders indicating the efficiency of the contractor.</u> | <u>5.1.1, 5.1.4, 5.4.1, 6.3, 6.3.1, 6.3.4, 6.3.5</u> | <u>2.7.8 Exhibit B 2.4 Exhibit C 1.2,6,8,9, Exhibit D</u> | <u>M</u> | <u>5</u> | <u>No more than 5% of all SWO's are past due on a randomly selected business day of the month. KPI score will be based on the following % of SWOs being past due: 1% = 5, 2 or 3% = 4, 4 to 6% = 3, 7 to 10% = 2, 11 to 20% = 1, more than 20% = 0.</u> | - | - | - | - |

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|------------------|--|-------------------------|--|-----------------|-----------------|---|--|----------|----------|----------|
| <p><u>14</u></p> | <p><u>Facility Modification Management - Perform Facility Modifications including design, estimates, and execution (completion of work), as well as, planning and engineering support according to the contract. Ex. The contractor shall prepare work scope papers, cost estimates, schedules, and design specifications and drawings. The contractor shall provide engineering and technical services such as site surveys, technical drawings, and engineering investigations. The contractor shall perform all work in a professional manner, meeting or exceeding all industry standards.</u></p> | <p><u>6.3.6.6.5</u></p> | <p><u>3 exhibit B 2.4.2, 4 Exhibit C 2.2 Exhibit E 6.7 Exhibit K</u></p> | <p><u>M</u></p> | <p><u>5</u></p> | <p><u>This category will be rated 0-5 using Tab 4 Evaluation Areas</u></p> <p><u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u></p> | | <p>-</p> | <p>-</p> | <p>-</p> |
|------------------|--|-------------------------|--|-----------------|-----------------|---|--|----------|----------|----------|

| | | | | | | | | | | |
|----|--|--|---|----------|----------|---|---|---|---|---|
| 15 | <u>Invoicing - All invoices are received in a timely manner, are accurate and complete, and correspond with the original intended purpose.</u> | 5.1, 5.3, 5.3.2, 6.3, 6.3.4, | <u>2.7.8, 7 Exhibit B</u> <u>1-2 Exhibit C</u> <u>6-7 Exhibit D</u> <u>4 Exhibit E</u> | <u>M</u> | <u>5</u> | <u>All direct charge labor, and all reimbursable material and subcontract cost, and management fees costs are invoiced for the previous month within ten (10) working days of the end of the month and matches the AOC report</u> | - | - | - | - |
| 16 | <u>Utility Management - Demonstrated efforts, initiatives and/or operational improvements by contractor to reduce or mitigate costs, or improve efficiency of utility use.</u> | - | <u>2.7.12-2.7.13, Exhibit B</u> | <u>Q</u> | <u>5</u> | <u>This category will be rated 0-5 using Tab 4 Evaluation Areas</u> <u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u> | - | - | - | - |
| | <u>Examples: adjustments, retrofits or replacement of electrical, plumbing and mechanical systems to improve life cycle costs. Management of building systems to improve efficiency and cost effective operations. Coordination with FMU energy management and</u> | - | | - | - | - | - | - | - | - |

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|-----------|---|---|-----------------------------|----------|----------|--|---|---|---|
| | <u>utility providers to secure rebates and demonstrate program benefits.</u> | | | | | | | | |
| <u>17</u> | <u>Management Support Staff. Performance of the responsibilities and tasks as identified in support staff positions descriptions are accomplished effectively and to the maximum benefit of the AOC, the courts and the contractors field staff. Deliverables are timely and of high quality and meet or exceed the intended purpose.</u> | - | <u>Exhibit K, Exhibit L</u> | <u>M</u> | <u>5</u> | <u>This category will be rated 0-5 using Tab 4 Evaluation Areas</u> <u>0 and 1 = Unsatisfactory, 2 = Poor, 3 = Satisfactory, 4 = Good , 5 = Outstanding</u> | - | - | - |

**EXHIBIT G
APPENDIX B
KEY PERFORMANCE INDICATORS**

Abbreviations:

Pri - Priority
Freq - Frequency
Q - Quarterly
T - Technical
M - Program Management
Eval Area -PBC Evaluation Area

Perf # - Performance Threshold Number
M - Monthly
S - Semiannually
C - Cost
SE - Special Emphasis

[to be determined]

DRAFT

EXHIBIT H: SAMPLE INVOICE

Section 1 Identifying Data

**XYZ Services
1234 Main St
Town, California**

Invoice for Service Rendered May 1 – May 31, 2011
Contract # 12345 FEIN # 123456789

June 6, 2011
Invoice # 0001

Section 2 Firm Fixed Price Work

Fund Code
3066 1306 349 00
3037 1306 352 00

| | |
|---------------|-----------------|
| | Total |
| | \$50,000 |
| | <u>\$50,000</u> |
| Section Total | \$100,000 |

Section 3 Cost Plus Work

Fund Code
3066 1306 349 00
3037 1306 352 00

| Labor | Materials | Subcontracts | Total |
|--------------|------------------|---------------------|-----------------|
| \$25,000 | \$15,000 | \$10,000 | \$50,000 |
| \$25,000 | \$15,000 | \$10,000 | <u>\$50,000</u> |

Section Total \$100,000

Section 4 Phase-In Costs

Fund Code
3037 1306 352 03

Total
\$50,000

Section Total \$50,000

Section 5 Total of all charges listed above in Sections 2 and 3

\$100,000
\$100,000
\$200,000

Section 6 Amount to be Place in PBC Pool

\$200,000
x 7%
\$14,000

Section 7 Awarded Performance Based Compensation

| Fund Code | SWO # | Total |
|------------------|--------------|--------------|
| 3037 1306 352 03 | 1000621 | \$20,000 |

Section 8 Total Claimed on this Invoice

| | |
|---------------------|------------------|
| Sections 2-4 | \$250,000 |
| Section 6 | - \$17,500 |
| Section 7 | <u>+\$20,000</u> |
| | \$252,500 |

Total Claimed \$252,500

DRAFT

EXHIBIT I: FACILITY LIST

DRAFT

Southern Region

| SP sqft | County | Bldg ID | Building Name | Address | City | Transition Date |
|---------|-------------|---------|--------------------------------------|----------------------------|-----------------|-----------------|
| 24,568 | Imperial | 13-A1 | Imperial County Courthouse | 939 W. Main St. | El Centro | 12/31/2008 |
| 2,174 | Imperial | 13-B1 | Jail Court-El Centro | 328 Applestill Rd. | El Centro | 11/25/2008 |
| 1,499 | Imperial | 13-B2 | Juvenile Court | 324 Applestill Rd. | El Centro | 11/25/2008 |
| 6,134 | Imperial | 13-C1 | Calexico Court | 415 Fourth St | Calexico | 12/16/2008 |
| 2,100 | Imperial | 13-D1 | Winterhaven Court | 2124 Winterhaven Dr. | Winterhaven | 12/16/2008 |
| 5,897 | Imperial | 13-E2 | Brawley Court | 220 E. Main St. | Brawley | 12/24/2008 |
| 467 | Imperial | 13-F1 | El Centro Court at Valley Plaza | 1625 W. Main St | El Centro | 9/21/2007 |
| 5,615 | Inyo | 14-A1 | Inyo Historic Courthouse | 168 N. Edwards St. | Independence | 6/1/2008 |
| 223,650 | Kern | 15-A1 | Bakersfield Superior Court | 1415 Truxtun Avenue | Bakersfield | 7/1/2009 |
| 56,923 | Kern | 15-B1 | Bakersfield Justice Bldg. | 1215 Truxtun Ave. | Bakersfield | 7/1/2009 |
| 82,680 | Kern | 15-C1 | Bakersfield Juvenile Center | 2100 College Ave. | Bakersfield | 7/1/2009 |
| 14,377 | Kern | 15-D1 | Delano/North Kern Court | 1122 Jefferson St. | Delano | 7/1/2009 |
| 16,836 | Kern | 15-E1 | Shafter/Wasco Courts Bldg. | 325 Central Valley Hwy | Shafter | 7/1/2009 |
| 6,111 | Kern | 15-F1 | Taft Courts Bldg. | 311 N Lincoln St. | Taft | 7/1/2009 |
| 960 | Kern | 15-F2 | Taft Superior Court Modular | 311 N Lincoln Street | Taft | 7/1/2009 |
| 4,730 | Kern | 15-G1 | East Kern Court-Lake Isabella Branch | 7046 Lake Isabella Blvd. | Lake Isabella | 7/1/2009 |
| 26,680 | Kern | 15-H1 | Arvin/ Lamont Branch | 12022 Main St. | Lamont | 7/1/2009 |
| 4,612 | Kern | 15-I1 | Mojave-Main Court Facility | 1773 Hwy. 58 | Mojave | 7/1/2009 |
| 2,782 | Kern | 15-I2 | Mojave-County Administration Bldg. | 1775 Hwy. 58 | Mojave | 7/1/2009 |
| 6,251 | Kern | 15-J1 | Ridgecrest-Main Facility | 132 East Coso St. | Ridgecrest | 7/1/2009 |
| 2,345 | Kern | 15-J2 | Ridgecrest - Division B Courtroom | 420 N China Lake Blvd. | Ridgecrest | 7/1/2009 |
| 20,400 | Kern | 15-K1 | 3131 Arrow Street | 3131 Arrow Street | Bakersfield | 12/5/2007 |
| 19,992 | Los Angeles | 19-A1 | Huntington Park Courthouse | 6548 Miles Avenue | Huntington Park | 3/1/2010 |
| 3,325 | Los Angeles | 19-AB1 | San Pedro Courthouse Annex | 638 South Beacon Street | San Pedro | 8/1/2009 |
| 417,159 | Los Angeles | 19-AG1 | Compton Courthouse | 200 West Compton Boulevard | Compton | 4/1/2010 |
| 208,195 | Los Angeles | 19-AK1 | Norwalk Courthouse | 12720 Norwalk Boulevard | Norwalk | 1/1/2011 |
| 97,207 | Los Angeles | 19-AL1 | Bellflower Courthouse | 10025 East Flower Street | Bellflower | 5/1/2010 |

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|-----------|-------------|--------|--|----------------------------------|------------------|------------|
| 111,223 | Los Angeles | 19-AM1 | Downey Courthouse | 7500 East Imperial Highway | Downey | 1/1/2010 |
| 87,895 | Los Angeles | 19-AO1 | Whittier Courthouse | 7339 South Painter Avenue | Whittier | 2/1/2010 |
| 304,725 | Los Angeles | 19-AU1 | Airport Courthouse | 11701 South La Cienega Boulevard | Los Angeles | 12/1/2009 |
| 57,953 | Los Angeles | 19-AV3 | County Records Center | 222 North Hill Street | Los Angeles | 4/1/2011 |
| 302,436 | Los Angeles | 19-AY1 | Chatsworth Courthouse | 9425 Penfield Avenue | Chatsworth | 9/1/2011 |
| 415,562 | Los Angeles | 19-AZ1 | Michael D. Antonovich Antelope Valley Courthouse | 42011 4th Street West | Lancaster | 7/1/2011 |
| 146,711 | Los Angeles | 19-C1 | Torrance Courthouse | 825 Maple Avenue | Torrance | 7/1/2010 |
| 15,126 | Los Angeles | 19-C2 | Torrance Annex | 3221 Torrance Boulevard | Torrance | 7/1/2010 |
| 2,874 | Los Angeles | 19-C3 | S. Bay Muni Court Jury Assembly Trailer | 825 Maple Dr. | Torrance | 7/1/2010 |
| 2,891 | Los Angeles | 19-C4 | S. Bay Municipal Traffic Court Trailer | 825 Maple Dr. | Torrance | 7/1/2010 |
| 18,791 | Los Angeles | 19-E1 | Inglewood Juvenile Court | 110 Regent Street | Inglewood | 8/18/2009 |
| 174,041 | Los Angeles | 19-F1 | Inglewood Courthouse | One Regent Street | Inglewood | 11/1/2009 |
| 56,167 | Los Angeles | 19-H1 | Glendale Courthouse | 600 East Broadway | Glendale | 3/1/2011 |
| 88,008 | Los Angeles | 19-J1 | Pasadena Courthouse | 300 East Walnut Avenue | Pasadena | 4/1/2011 |
| 1,020,266 | Los Angeles | 19-L1 | Clara Shortridge Foltz Criminal Justice Center | 210 West Temple Street | Los Angeles | 6/1/2011 |
| 19,440 | Los Angeles | 19-N1 | Monrovia Training Center | 300 W. Maple Ave. | Monrovia | 11/1/2010 |
| 129,176 | Los Angeles | 19-O1 | El Monte Courthouse | 11234 East Valley Boulevard | El Monte | 9/1/2010 |
| 27,617 | Los Angeles | 19-P1 | Mental Health Court | 1150 North San Fernando Road | Los Angeles | 2/1/2011 |
| 263,623 | Los Angeles | 19-Q1 | Edmund D. Edelman Children's Court | 201 Centre Plaza Drive | Monterey Park | 12/1/2010 |
| 46,064 | Los Angeles | 19-R1 | Eastlake Juvenile Court | 1601 Eastlake Avenue | Los Angeles | 12/16/2008 |
| 105,627 | Los Angeles | 19-V1 | East Los Angeles Courthouse | 4848 E. Civic Center Way | East Los Angeles | 8/1/2011 |
| 194,000 | Los Angeles | 19-W1 | Pomona Courthouse South | 400 Civic Center Plaza | Pomona | 10/1/2009 |
| 47,267 | Los Angeles | 19-W2 | Pomona Courthouse North | 350 West Mission Boulevard | Pomona | 10/1/2009 |
| 107,998 | Los Angeles | 19-X1 | West Covina Courthouse | 1427 West Covina Parkway | West Covina | 11/1/2009 |
| 277,232 | Los Angeles | 19-Y1 | Long Beach Courthouse | 415 West Ocean Boulevard | Long Beach | 7/1/2009 |
| 457 | Los Angeles | 19-Y3 | Long Beach Courthouse Modular | 415 W. Ocean Blvd. | Long Beach | 7/1/2009 |
| 35,002 | Los Angeles | 19-Z1 | San Pedro Courthouse | 505 South Centre Street | San Pedro | 8/1/2009 |
| 500,371 | Orange | 30-A1 | Central Justice Center | 700 Civic Center Dr W. | Santa Ana | 4/8/2010 |
| 28,766 | Orange | 30-A3 | Central Justice Center, Civil Complex Center | 751 W. Santa Ana Blvd. | Santa Ana | 3/18/2010 |

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|---------|----------------|-------|--|-------------------------------|------------------|------------|
| 230,706 | Orange | 30-B1 | Betty Lou Lamoreaux Justice Center | 341 The City Dr. | Orange | 2/25/2010 |
| 131,843 | Orange | 30-C1 | North Justice Center | 1275 N. Berkeley Ave. | Fullerton | 2/4/2010 |
| 113,160 | Orange | 30-D1 | West Justice Center | 8141-8144 13th St. | Westminster | 1/14/2010 |
| 110,855 | Orange | 30-E1 | Harbor Justice Center-Newport Beach Facility | 4601 Jamboree Road | Newport Beach | 10/28/2009 |
| 27,630 | Orange | 30-G1 | Harbor Justice Center-Laguna Hills Facility | 23141 Moulton Parkway | Laguna Hills | 11/30/2009 |
| 75,640 | Riverside | 33-A1 | Family Law Court | 4175 Main St. | Riverside | 12/10/2008 |
| 167,386 | Riverside | 33-A3 | Hall of Justice | 4100 Main St. | Riverside | 6/1/2007 |
| 152,990 | Riverside | 33-C1 | Larson Justice Center | 46-200 Oasis Street | Indio | 4/19/2005 |
| 23,252 | Riverside | 33-C2 | Annex Justice Center (Indio) | 82-675 Highway 111 | Indio | 2/15/2009 |
| 4,481 | Riverside | 33-C3 | Indio Juvenile Court | 47-671 Oasis St. | Indio | 1/30/2009 |
| 11,016 | Riverside | 33-D1 | Blythe Courthouse - Superior Court | 265 N. Broadway | Blythe | 12/1/2008 |
| 15,878 | Riverside | 33-E1 | Palm Springs Courts | 3255 E. Tahquitz Canyon Way | Palm Springs | 1/30/2009 |
| 26,511 | Riverside | 33-F1 | Hemet | 880 N. State St. | Hemet | 12/1/2008 |
| 34,176 | Riverside | 33-G1 | Banning | 135 N. Alessandro | Banning | 6/1/2007 |
| 8,899 | Riverside | 33-H1 | Temecula | 41002 County Center Dr. | Temecula | 12/31/2008 |
| 20,517 | Riverside | 33-J1 | Corona | 505 S. Buena Vista | Corona | 12/31/2008 |
| 191,032 | Riverside | 33-M1 | Southwest Justice Center | 30755 Auld Road | Murrieta | 12/31/2008 |
| 38,309 | Riverside | 33-N1 | Riverside Juvenile Court | 9991 County Farm Rd. | Riverside | 1/30/2009 |
| 118,580 | San Bernardino | 36-A1 | San Bernardino Courthouse | 351 N. Arrowhead Ave | San Bernardino | 6/30/2007 |
| 79,667 | San Bernardino | 36-A2 | San Bernardino Courthouse - Annex | 351 N. Arrowhead Ave | San Bernardino | 6/30/2007 |
| 5,527 | San Bernardino | 36-B1 | Juvenile Delinquency Courthouse | 900 East Gilbert St. | San Bernardino | 6/30/2007 |
| 41,791 | San Bernardino | 36-C1 | Fontana Courthouse | 17780 Arrow Hwy. | Fontana | 12/22/2008 |
| 2,400 | San Bernardino | 36-C2 | Fontana Jury Assembly Room | 17830 Arrow Ave. | Fontana | 12/22/2008 |
| 3,557 | San Bernardino | 36-C3 | Fontana Jury Assembly Building | 17782 Arrow Blvd. | Fontana | 7/15/2010 |
| 138,225 | San Bernardino | 36-F1 | Rancho Cucamonga Courthouse | 8303 Haven Ave. | Rancho Cucamonga | 11/24/2008 |
| 18,222 | San Bernardino | 36-G1 | Chino Courthouse | 13260 Central Ave. | Chino | 12/22/2008 |
| 35,702 | San Bernardino | 36-J1 | Barstow Courthouse | 235 East Mountain View Street | Barstow | 11/24/2008 |
| 48,380 | San Bernardino | 36-L1 | Victorville Courthouse-Dept. N-1 | 14455 Civic Dr. | Victorville | 11/24/2008 |
| 12,423 | San Bernardino | 36-N1 | 790 S. Gifford | 790 S. Gifford Avenue | San Bernardino | 10/1/2007 |
| 19,302 | San Bernardino | 36-N6 | Distribution Center | 770 S. Gifford Avenue | San Bernardino | 12/5/2007 |

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|---------|-----------------|-------|---|----------------------------|-----------------|-----------|
| 28,724 | San Bernardino | 36-P1 | Juvenile Dependency Courthouse | 860 E. Gilbert St. | San Bernardino | 9/29/2008 |
| 503,305 | San Diego | 37-A1 | County Courthouse | 220 West Broadway | San Diego | 7/1/2010 |
| 121,100 | San Diego | 37-A2 | Hall of Justice | 330 West Broadway | San Diego | 1/1/2009 |
| 32,352 | San Diego | 37-B1 | Madge Bradley Bldg. | 1409 Fourth Ave | San Diego | 4/1/2009 |
| 41,450 | San Diego | 37-C1 | Kearny Mesa Court | 8950 Clairemont Mesa Blvd. | San Diego | 10/1/2008 |
| 1,440 | San Diego | 37-C2 | Kearny Mesa Traffic Court KM3 Trailer | 8950 Clairemont Mesa Blvd. | San Diego | 10/1/2008 |
| 1,440 | San Diego | 37-C3 | Kearny Mesa Traffic Court KM4 Trailer | 8950 Clairemont Mesa Blvd. | San Diego | 10/1/2008 |
| 1,440 | San Diego | 37-C4 | Kearny Mesa Traffic Court KM5 & KM6 Trailer | 8950 Clairemont Mesa Blvd. | San Diego | 10/1/2008 |
| 42,304 | San Diego | 37-D1 | Family Court | 1501-1555 Sixth Ave | San Diego | 4/1/2009 |
| 46,759 | San Diego | 37-E1 | Juvenile Court | 2851 Meadowlark Dr. | San Diego | 11/1/2008 |
| 2,933 | San Diego | 37-E2 | Department 11 | 2901 Meadowlark Dr. | San Diego | 11/1/2008 |
| 1,440 | San Diego | 37-E3 | Department 9 Trailer | 2851 Meadowlark Dr. | San Diego | 11/1/2008 |
| 1,440 | San Diego | 37-E4 | Department 10 Trailer | 2851 Meadowlark Dr. | San Diego | 11/1/2008 |
| 96,355 | San Diego | 37-F1 | North County Regional Center - South | 325 South Melrose Drive | Vista | 12/1/2008 |
| 215,650 | San Diego | 37-F2 | North County Regional Center - North | 325 South Melrose Drive | Vista | 12/1/2008 |
| 21,895 | San Diego | 37-F3 | North County Regional Center - Annex | 325 South Melrose Drive | Vista | 12/1/2008 |
| 1,440 | San Diego | 37-F4 | Trailer - Dept 34 | 325 South Melrose Drive | Vista | 12/1/2008 |
| 1,440 | San Diego | 37-F5 | Trailer - Dept 35 | 325 South Melrose Drive | Vista | 12/1/2008 |
| 1,440 | San Diego | 37-F6 | Trailer - Storage A | 325 South Melrose Drive | Vista | 12/1/2008 |
| 1,440 | San Diego | 37-F7 | Trailer - Family Support | 325 South Melrose Drive | Vista | 12/1/2008 |
| 82,131 | San Diego | 37-H1 | South County Regional Center | 500 Third Ave. | Chula Vista | 2/1/2009 |
| 137,824 | San Diego | 37-I1 | East County Regional Center | 250 E. Main St. | El Cajon | 6/1/2009 |
| 17,315 | San Diego | 37-J1 | Ramona Courthouse | 1425 Montecito Rd. | Ramona | 9/16/2008 |
| 40,867 | San Luis Obispo | 40-A1 | Courthouse Annex | 1035 Palm St. | San Luis Obispo | 2/2/2009 |
| 1,539 | San Luis Obispo | 40-C1 | Juvenile Services Center | 1065 Kansas Ave. | San Luis Obispo | 1/2/2009 |
| 3,768 | San Luis Obispo | 40-E1 | Grover Beach Branch | 214 S 16th St. | Grover Beach | 1/2/2009 |
| 2,528 | San Luis Obispo | 40-H1 | 1070 Palm St. | 1070 Palm St. | San Luis Obispo | 5/21/2009 |
| 22,300 | San Luis Obispo | 40-J1 | Paso Robles Courthouse | 901 Park Street | Paso Robles | 11/1/2008 |
| 47,370 | Santa Barbara | 42-B1 | Figueroa Division | 118 E. Figueroa St. | Santa Barbara | 9/29/2008 |
| 2,880 | Santa Barbara | 42-C1 | Santa Barbara Juvenile Court | 4500 Hollister Ave. | Santa Barbara | 8/1/2007 |
| 8,106 | Santa | 42-D1 | Lompoc Division | 115 Civic Center Plaza | Lompoc | 7/1/2009 |

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|------------------|---------------|--------|-----------------------------------|--------------------------|---------------|-----------|
| | Barbara | | | | | |
| 4,046 | Santa Barbara | 42-E1 | Solvang Superior Court | 1745 Mission Drive | Solvang | 7/1/2009 |
| 30,443 | Santa Barbara | 42-F1 | Santa Maria Courts Bldgs C + D | 312 E. Cook St. | Santa Maria | 7/1/2009 |
| 7,098 | Santa Barbara | 42-F2 | Santa Maria Courts, Bldg E | 312 E. Cook St. | Santa Maria | 7/1/2009 |
| 8,932 | Santa Barbara | 42-F3 | Santa Maria Courts, Bldgs. A + B | 312 E. Cook St. | Santa Maria | 7/1/2009 |
| 3,344 | Santa Barbara | 42-F4 | Santa Maria Courts, Bldg F | 312 E. Cook St. | Santa Maria | 7/1/2009 |
| 32,433 | Santa Barbara | 42-F5 | Santa Maria Courts, Bldg G | 312 E. Cook St. | Santa Maria | 7/1/2009 |
| 6,500 | Santa Barbara | 42-F6 | Santa Maria Courts, Bldg H | 312 E. Cook St. | Santa Maria | 7/1/2009 |
| 8,157 | Santa Barbara | 42-G1 | Santa Barbara Jury Assembly Bldg. | 1108 Santa Barbara | Santa Barbara | 11/7/2007 |
| 11,639 | Santa Barbara | 42-H1 | Santa Maria Juvenile Court (new) | 4285 California Blvd. | Santa Maria | 7/1/2009 |
| 193,044 | Ventura | 56-A1 | Hall of Justice | 800 S. Victoria Ave. | Ventura | 11/1/2008 |
| 41,416 | Ventura | 56-B1 | East County Courthouse | 3855 Alamo Street | Simi Valley | 11/1/2008 |
| 56,000 | Ventura | 56-F1 | Juvenile Courthouse | 4353 Vineyard Ave. | Oxnard | 1/1/2010 |
| 187,874 | Los Angeles | 19-AC1 | San Fernando Courthouse | 900 Third Street | San Fernando | 10/1/2011 |
| 178,048 | Los Angeles | 19-AX1 | Van Nuys Courthouse East | 6230 Sylmar Avenue | Van Nuys | 11/1/2011 |
| 284,102 | Los Angeles | 19-AX2 | Van Nuys Courthouse West | 14400 Erwin Street Mall | Van Nuys | 12/1/2011 |
| 67,280 | Los Angeles | 19-G1 | Burbank Courthouse | 300 East Olive | Burbank | 1/1/2012 |
| 184,882 | Los Angeles | 19-AQ1 | Beverly Hills Courthouse | 9355 Burton Way | Beverly Hills | 2/1/2012 |
| 45,129 | Los Angeles | 19-AR1 | West Los Angeles Courthouse | 1633 Purdue Avenue | Los Angeles | 2/1/2012 |
| 1,400 | Los Angeles | 19-AR2 | Jury Assembly Trailer | 1633 Purdue Ave. | Los Angeles | 2/1/2012 |
| 1,000 | Los Angeles | 19-AR3 | Former Jury Assembly Trailer | 1633 Purdue Ave. | Los Angeles | 2/1/2012 |
| 1,350 | Los Angeles | 19-AR4 | Small Claims Court - 99A | 1633 Purdue Ave. | Los Angeles | 2/1/2012 |
| 122,565 | Los Angeles | 19-AP1 | Santa Monica Courthouse | 1725 Main Street | Santa Monica | 3/1/2012 |
| 13,736 | Los Angeles | 19-AP3 | Santa Monica Court Annex | 1725 Main St. | Santa Monica | 3/1/2012 |
| 57,772 | Los Angeles | 19-S1 | Hollywood Courthouse | 5925 Hollywood Boulevard | Los Angeles | 3/1/2012 |
| 250,000 | Los Angeles | 19-T1 | Metropolitan Courthouse | 1945 South Hill Street | Los Angeles | 5/1/2012 |
| 736,200 | Los Angeles | 19-K1 | Stanley Mosk Courthouse | 111 North Hill Street | Los Angeles | 6/1/2012 |
| 2,131,338 | | | | | | |

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Bay Area / Northern Coastal Region

| SP sqft | County | Bldg ID | Building Name | Address | City | Transition Date |
|---------|--------------|---------|-------------------------------------|----------------------------------|---------------|-----------------|
| 34,240 | Alameda | 01-A2 | County Administration Bldg. | 1221 Oak St. | Oakland | 6/29/2007 |
| 196,277 | Alameda | 01-B3 | Wiley W. Manuel Courthouse | 661 Washington St. | Oakland | 11/1/2007 |
| 35,841 | Alameda | 01-C3 | Juvenile Justice Center | 2500 Fairmont Ave. | San Leandro | 6/29/2007 |
| 184,785 | Alameda | 01-D1 | Hayward Hall of Justice | 24405 Amador St. | Hayward | 11/30/2007 |
| 6,322 | Alameda | 01-D2 | Winton Bldg. | 224 W. Winton Ave. | Hayward | 6/29/2007 |
| 25,850 | Alameda | 01-F1 | George E. McDonald Hall of Justice | 2233 Shoreline Drive | Alameda | 6/29/2007 |
| 11,708 | Alameda | 01-G1 | Berkeley Courthouse | 2120 Martin Luther King, Jr. Way | Berkeley | 6/29/2007 |
| 124,100 | Alameda | 01-H1 | Fremont Hall of Justice | 39439 Paseo Padre Pkwy. | Fremont | 11/30/2007 |
| 4,481 | Contra Costa | 07-A1 | Finance Building | 625 Court St. | Martinez | 3/1/2009 |
| 100,657 | Contra Costa | 07-A2 | Wakefield Taylor Courthouse | 1111 Ward Street | Martinez | 2/1/2009 |
| 48,883 | Contra Costa | 07-A3 | Bray Courts | 751 Pine Street | Martinez | 3/1/2009 |
| 10,895 | Contra Costa | 07-A4 | Jail Annex | 725 Court St. | Martinez | 2/1/2009 |
| 5,223 | Contra Costa | 07-A10 | File Unit | 1020 Ward St. | Martinez | 3/1/2009 |
| 39,224 | Contra Costa | 07-A14 | Family Law Center | 1010 Ward St. | Martinez | 2/1/2010 |
| 4,268 | Contra Costa | 07-B1 | Juvenile Hall | 202 Glacier Dr. | Martinez | 2/1/2009 |
| 24,469 | Contra Costa | 07-C1 | Danville District Courthouse | 640 Ygnacio Valley Rd. | Walnut Creek | 2/1/2009 |
| 5,506 | Contra Costa | 07-C3 | 2020 North Broadway | 2020 North Broadway | Walnut Creek | 2/1/2009 |
| 7,938 | Contra Costa | 07-D1 | Concord-Mt. Diablo District | 2970 Willow Pass Rd. | Concord | 2/21/2007 |
| 26,431 | Contra Costa | 07-E1 | Pittsburg-Delta | 45 Civic Avenue | Pittsburg | 5/26/2006 |
| 700 | Contra Costa | 07-E2 | Pittsburg-Delta Modular | 45 Civic Dr. | Pittsburg | 4/2/2007 |
| 73,500 | Contra Costa | 07-E3 | Arnason Justice Center | 1000 Center Drive | Pittsburg | 12/12/2008 |
| 76,462 | Contra Costa | 07-F1 | George D. Carroll Courthouse | 100 37th St. | Richmond | 7/1/2009 |
| 5,460 | Contra Costa | 07-F2 | Archival Storage | 100 38th St. | Richmond | 7/1/2009 |
| 29,008 | Del Norte | 08-A1 | Del Norte County Superior Court | 450 'H' St. | Crescent City | 8/1/2008 |
| 1,800 | Del Norte | 08-A2 | Del Norte County Sheriff's Building | 650 5th St. | Crescent City | 7/9/2008 |
| 46,400 | Humboldt | 12-A1 | Humboldt County Courthouse | 825 Fifth St. | Eureka | 6/5/2007 |
| 55,588 | Lake | 17-A3 | Lakeport Court Facility | 255 N. Forbes St. | Lakeport | 9/1/2008 |
| 8,385 | Lake | 17-B1 | South Civic Center | 7000A S. Center Dr. | Clearlake | 9/29/2008 |
| 57,979 | Mendocino | 23-A1 | County Courthouse | 100 N. State St. | Ukiah | 3/2/2009 |
| 4,225 | Mendocino | 23-B1 | Ft. Bragg Justice Center | 700 S. Franklin St. | Fort Bragg | 7/1/2008 |

| | | | | | | |
|---------|---------------|-------|--------------------------------------|---------------------------|---------------------|------------|
| 419 | Mendocino | 23-G1 | Justice Center | 76270 Grange St. | Covelo | 12/9/2008 |
| 97,630 | Monterey | 27-A1 | Salinas Courthouse- North Wing | 240 Church St. | Salinas | 4/1/2010 |
| 15,347 | Monterey | 27-B1 | Marina Courthouse | 3180 Del Monte Blvd. | Marina | 3/30/2009 |
| 33,463 | Monterey | 27-C1 | Monterey Courthouse | 1200 Aguajito Rd. | Monterey | 4/1/2009 |
| 6,654 | Monterey | 27-D1 | King City Courthouse | 250 Franciscan Way | King City | 4/1/2009 |
| 1,179 | Monterey | 27-E1 | Juvenile Courthouse | 1422 Natividad Rd. | Salinas | 4/1/2009 |
| 47,296 | Napa | 28-A1 | Criminal Court Building | 1111 Third St. | Napa | 7/1/2008 |
| 43,204 | Napa | 28-B1 | Historic Courthouse | 825 Brown St. | Napa | 7/1/2008 |
| 7,354 | Napa | 28-C1 | Napa Juvenile Court | 2350 Old Sonoma Rd. | Napa | 9/9/2008 |
| 189,575 | San Francisco | 38-A1 | Civic Center Courthouse | 400 McAllister St. | San Francisco | 12/31/2008 |
| 8,870 | San Francisco | 38-A2 | Polk St. Annex | 575 Polk St. | San Francisco | 12/4/2008 |
| 118,247 | San Francisco | 38-B1 | Hall of Justice | 850 Bryant St. | San Francisco | 6/30/2009 |
| 84,090 | San Francisco | 38-C1 | Youth Guidance Center | 375 Woodside Ave. | San Francisco | 12/31/2009 |
| 84,981 | San Francisco | 38-C2 | Family Justice Center | Woodside Ave. and Portola | San Francisco | 3/31/2009 |
| 141,227 | San Mateo | 41-A1 | Hall of Justice | 400 County Center | Redwood City | 3/2/2009 |
| 10,604 | San Mateo | 41-A2 | Traffic/ Small Claims Annex | 500 County Center | Redwood City | 3/2/2009 |
| 17,507 | San Mateo | 41-B1 | Central Branch | 800 North Humbolt St. | San Mateo | 5/4/2009 |
| 57,265 | San Mateo | 41-C1 | Northern Branch Courthouse | 1050 Mission Rd. | South San Francisco | 5/4/2009 |
| 3,383 | San Mateo | 41-C2 | Northern Branch Jail Annex | 1050 Mission Rd. | South San Francisco | 3/17/2009 |
| 15,043 | San Mateo | 41-F1 | Juvenile Branch, Paul Scannell Drive | 222 Paul Scannell Drive | San Mateo | 5/4/2009 |
| 127,139 | Santa Clara | 43-A1 | Hall of Justice (East) | 190 W. Hedding | San Jose | 12/1/2008 |
| 69,810 | Santa Clara | 43-A2 | Hall of Justice (West) | 200 W. Hedding | San Jose | 12/1/2008 |
| 5,693 | Santa Clara | 43-A3 | Juvenile Delinquency Court | 840 Guadalupe Pkwy. | San Jose | 10/1/2008 |
| 126,005 | Santa Clara | 43-B1 | Downtown Superior Court | 191 N. First St. | San Jose | 1/2/2009 |
| 33,557 | Santa Clara | 43-B2 | Historic Courthouse | 161 N. First St. | San Jose | 1/2/2009 |
| 83,451 | Santa Clara | 43-D1 | Palo Alto Courthouse | 270 Grant St. | Palo Alto | 2/27/2009 |
| 19,994 | Santa Clara | 43-F1 | Sunnyvale Courthouse | 605 W. El Camino Real | Sunnyvale | 4/6/2009 |
| 33,559 | Santa Clara | 43-G1 | Santa Clara Courthouse | 1095 Homestead Rd. | Santa Clara | 10/1/2008 |
| 73,336 | Santa Clara | 43-N1 | Morgan Hill Courthouse | 301 Diana Avenue | Morgan Hill | 7/1/2009 |
| 41,307 | Santa Cruz | 44-A1 | Main Courthouse | 701 Ocean St. | Santa Cruz | 2/2/2009 |
| 14,775 | Santa Cruz | 44-A2 | County Administration Bldg. | 701 Ocean St. | Santa Cruz | 2/2/2009 |
| 6,756 | Santa Cruz | 44-A3 | Jury Assembly Room | 701 Ocean Street | Santa Cruz | 2/2/2009 |
| 40,461 | Santa Cruz | 44-B2 | Watsonville Courthouse | 1 Second Street | Watsonville | 12/1/2008 |
| 3,643 | Santa Cruz | 44-D1 | Juvenile Court | 3650 Graham Hill Rd. | Santa Cruz | 11/7/2008 |
| 111,148 | Solano | 48-A1 | Hall of Justice | 600 Union Ave. | Fairfield | 8/1/2007 |

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|------------------|--------|-------|-------------------------------|------------------------------|------------|------------|
| 258,850 | Solano | 48-A2 | Law and Justice Center | 530 Union Ave. | Fairfield | 8/1/2007 |
| 61,840 | Solano | 48-B1 | Solano Justice Building | 321 Tuolumne St. | Vallejo | 8/1/2007 |
| 12,000 | Solano | 48-C1 | Solano Superior Court Storage | 2339 Courage Drive, Suite C | Fairfield | 8/16/2008 |
| 58,099 | Sonoma | 49-A1 | Hall of Justice | 600 Administration Dr. | Santa Rosa | 2/1/2009 |
| 11,204 | Sonoma | 49-A2 | Main Adult Detention Facility | 2777 Ventura Avenue | Santa Rosa | 2/1/2009 |
| 1,440 | Sonoma | 49-A4 | HOJ Trailers | 600 Administration Dr. | Santa Rosa | 12/16/2008 |
| 9,823 | Sonoma | 49-D2 | Juvenile Justice Center | 7425 Rancho Los Guilucos Rd. | Santa Rosa | 2/1/2009 |
| 3,443,833 | | | | | | |

Northern / Central Region

| SP sqft | County | Bldg ID | Building Name | Address | City | Transition Date |
|---------|-----------|---------|------------------------------|-------------------------|------------------|-----------------|
| 20,346 | Amador | 03-C1 | Begovich Building | 500 Argonaut Lane | Jackson | 8/25/2008 |
| 72,474 | Butte | 04-A1 | Butte County Courthouse | 1 Court St. | Oroville | 9/1/2008 |
| 1,292 | Butte | 04-A3 | Juvenile Hall | 41 County Center Dr. | Oroville | 9/1/2008 |
| 12,389 | Butte | 04-D1 | Chico Courthouse | 655 Oleander Ave. | Chico | 11/2/2007 |
| 3,854 | Butte | 04-E1 | Paradise Courthouse | 747 Elliot Rd. | Paradise | 8/1/2007 |
| 4,586 | Calaveras | 05-A1 | Legal Bldg. | 891 Mountain Ranch Rd. | San Andreas | 6/1/2007 |
| 1,512 | Calaveras | 05-A2 | Modular | 891 Mountain Ranch Rd. | San Andreas | 6/1/2007 |
| 5,339 | Colusa | 06-A2 | Courthouse Annex | 532 Oak St. | Colusa | 5/1/2009 |
| 605 | Colusa | 06-A3 | Family Law (the Bunker) | 547 Market Street | Colusa | 5/1/2009 |
| 18,560 | El Dorado | 09-A1 | Main St. Courthouse | 495 Main St. | Placerville | 1/2/2009 |
| 11,745 | El Dorado | 09-B1 | Bldg. C | 2850 Fairlane Court | Placerville | 1/2/2009 |
| 5,618 | El Dorado | 09-C1 | Cameron Park | 3321 Cameron Park Dr. | Cameron Park | 1/2/2009 |
| 22,974 | El Dorado | 09-E1 | Johnson Bldg. | 1354 Johnson Blvd. | South Lake Tahoe | 1/2/2009 |
| 213,687 | Fresno | 10-A1 | Fresno County Courthouse | 1100 Van Ness Ave. | Fresno | 3/9/2009 |
| 8,144 | Fresno | 10-B1 | North Annex Jail | 1255 M St. | Fresno | 12/9/2008 |
| 17,671 | Fresno | 10-D1 | Juvenile Dependency | 1245 -1255 Fulton Mall | Fresno | 1/1/2009 |
| 10,440 | Fresno | 10-E1 | Family Support | 2220 Tulare St. | Fresno | 3/9/2009 |
| 6,208 | Fresno | 10-F1 | Reedley Court | 815 G St. | Reedley | 1/24/2009 |
| 3,360 | Fresno | 10-G1 | Clovis Court | 1011 5th St. | Clovis | 1/24/2009 |
| 4,759 | Fresno | 10-K1 | Firebaugh Court | 1325 O St. | Firebaugh | 1/24/2009 |
| 4,875 | Fresno | 10-M1 | Kingsburg Court | 1600 California St. | Kingsburg | 3/1/2007 |
| 206,000 | Fresno | 10-O1 | B.F. Sisk Federal Courthouse | 1130 O Street | Fresno | 9/19/2007 |
| 61,936 | Fresno | 10-P1 | JJC Delinquency Court | 3333 E. American Avenue | Fresno | 3/13/2007 |
| 4,800 | Fresno | 10-S1 | Selma Court | 2424 McCall Avenue | Selma | 1/1/2009 |
| 18,512 | Kings | 16-A1 | Hanford Building A | 1426 South Drive | Hanford | 3/1/2009 |
| 19,602 | Kings | 16-A2 | Hanford Building B | 1426 South Drive | Hanford | 3/1/2009 |
| 8,567 | Kings | 16-A3 | Hanford Building C | 1426 South Drive | Hanford | 3/1/2009 |
| 1,606 | Kings | 16-A4 | Probation Building | 1424 Forum Dr. Dept 8 | Hanford | 3/1/2009 |
| 5,129 | Kings | 16-B1 | Lemoore Superior Court | 449 C St. | Lemoore | 3/1/2009 |
| 5,320 | Kings | 16-C1 | Avenal Court | 501 E. Kings St.. | Avenal | 3/1/2009 |
| 6,791 | Kings | 16-D1 | Corcoran Court | 1000 Chittenden Ave. | Corcoran | 7/28/2007 |
| 60,936 | Madera | 20-A1 | Madera County Superior Court | 209 W. Yosemite Ave. | Madera | 4/30/2007 |
| 8,000 | Madera | 20-A4 | Madera Modular 1 | 209 W. Yosemite Ave. | Madera | 10/10/2007 |

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|---------|-------------|-------|---|--------------------------|---------------|------------|
| 5,884 | Madera | 20-D1 | Sierra Courthouse | 40601 Road 274 | Bass Lake | 4/30/2007 |
| 17,716 | Merced | 24-A1 | Old Court | 627 W. 21st Street | Merced | 2/21/2007 |
| 57,900 | Merced | 24-A8 | New Downtown Merced Courthouse | 2260 N Street | Merced | 4/2/2007 |
| 25,533 | Modoc | 25-A1 | Barclay Justice Center | 205 S. East Street | Alturas | 12/22/2009 |
| 8,529 | Mono | 26-B1 | Mono Superior Court | 452 Old Mammoth Rd. | Mammoth Lakes | 9/13/2005 |
| 4,437 | Placer | 31-B2 | County Jail | 2775 Richardson Dr | Auburn | 5/28/2009 |
| 6,055 | Placer | 31-B3 | Juvenile Hall | 11270 'B' Ave | Auburn | 5/28/2009 |
| 2,122 | Placer | 31-F1 | Tahoe City Courthouse | 2501 North Lake Blvd. | Tahoe City | 9/23/2008 |
| 110,700 | Placer | 31-H1 | Bill Santucci Justice Center | 10820 Justice Center Dr | Roseville | 7/1/2008 |
| 7,312 | Plumas | 32-B2 | Plumas/Sierra Regional Courthouse | 600 South Gulling Street | Portola | 12/31/2007 |
| 1,260 | Plumas | 32-C1 | Chester Civic Complex | 222 First St. | Chester | 3/6/2007 |
| 945 | Plumas | 32-D1 | Greenville Justice Court | 115 Hwy 89 | Greenville | 3/6/2007 |
| 291,083 | Sacramento | 34-A1 | Gordon Schaber Sacramento Superior Court | 720 Ninth St. | Sacramento | 12/31/2008 |
| 0 | Sacramento | 34-A4 | 800 9th St. <i>(Landscaping & Pest Control only)</i> | 800 9th St. | Sacramento | 4/1/2007 |
| 100,360 | Sacramento | 34-C2 | Juvenile Courthouse | 9605 Kiefer Road | Sacramento | 12/31/2008 |
| 98,628 | Sacramento | 34-D1 | Carol Miller Justice Center Court Facility | 301 Bicentennial Circle | Sacramento | 12/31/2008 |
| 7,428 | San Joaquin | 39-B1 | French Camp Juvenile Justice Center | 535 W. Mathews Rd. | French Camp | 11/25/2008 |
| 10,541 | San Joaquin | 39-C1 | Manteca Branch Court | 315 E. Center St. | Manteca | 1/1/2009 |
| 1,440 | San Joaquin | 39-C2 | Manteca Modular 1: Office | 315 East Center St. | Manteca | 11/25/2008 |
| 1,440 | San Joaquin | 39-C3 | Manteca Modular 2: Courtroom | 315 East Center St. | Manteca | 11/25/2008 |
| 1,008 | San Joaquin | 39-C5 | Manteca Modular 3: Storage | 315 East Center St. | Manteca | 11/25/2008 |
| 6,844 | San Joaquin | 39-D2 | Lodi Branch- Dept. 2 | 315 W. Elm St. | Lodi | 1/3/2006 |
| 6,714 | San Joaquin | 39-E1 | Tracy Branch Courthouse | 475 E. 10th St. | Tracy | 2/1/2009 |
| 720 | San Joaquin | 39-E2 | Tracy Modular 1: Support | 475 East Tenth St. | Tracy | 11/25/2008 |
| 1,440 | San Joaquin | 39-E3 | Tracy Modular 2: Courtroom | 475 East Tenth St. | Tracy | 11/25/2008 |
| 1,600 | San Joaquin | 39-E4 | Tracy Agriculture Building | 503 East Tenth St. | Tracy | 2/1/2009 |
| 79,975 | Shasta | 45-A1 | Main Courthouse | 1500 Court St. | Redding | 1/5/2009 |
| 4,920 | Shasta | 45-A9 | Justice Center Court Modular | 1655 West Street | Redding | 3/11/2008 |
| 2,585 | Siskiyou | 47-B1 | Dorris | 324 N. Pine St. | Dorris | 12/1/2008 |
| 60,404 | Stanislaus | 50-A1 | Modesto Main Courthouse | 800 11th Street | Modesto | 12/22/2008 |

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|------------------|------------|-------|--|------------------------|-----------|------------|
| 45,600 | Stanislaus | 50-A2 | Hall of Records | 1100 I Street | Modesto | 12/22/2008 |
| 2,085 | Stanislaus | 50-B1 | Modesto Juvenile Court | 2215 Blue Gum Avenue | Modesto | 9/30/2008 |
| 2,985 | Stanislaus | 50-C1 | Ceres Superior Court | 2744 Second St. | Ceres | 7/1/2008 |
| 4,735 | Stanislaus | 50-D1 | Turlock Superior Court | 300 Starr Ave. | Turlock | 9/30/2008 |
| 20,815 | Sutter | 51-A1 | Courthouse West | 446 Second St. | Yuba City | 3/2/2009 |
| 28,360 | Sutter | 51-A2 | Courthouse East | 463 Second St. | Yuba City | 3/2/2009 |
| 15,370 | Tehama | 52-A3 | Annex No. 2 | 445 Pine Street | Red Bluff | 3/2/2009 |
| 4,320 | Tehama | 52-B1 | Superior Court at Corning | 720 Hoag St. | Corning | 3/2/2009 |
| 67,804 | Tulare | 54-A1 | Visalia Superior Court | 221 South Mooney Blvd. | Visalia | 1/15/2009 |
| 14,125 | Tulare | 54-B1 | Tulare Division | 425 E. Kern St. | Tulare | 5/22/2007 |
| 20,606 | Tulare | 54-E1 | Dinuba Division of Tulare Superior Court | 640 South Alta Ave. | Dinuba | 2/1/2010 |
| 6,737 | Yolo | 57-A2 | Old Jail (Department 9) | 213 Third Street | Woodland | 5/7/2007 |
| 7,085 | Yolo | 57-A3 | Traffic Court | 601 Court St. | Woodland | 11/1/2006 |
| 3,301 | Yolo | 57-A5 | Family Support | 238 West Beamer Street | Woodland | 5/7/2007 |
| 4,032 | Yolo | 57-A8 | Traffic Court - Modular | 601 Court St. | Woodland | 3/26/2008 |
| 7,000 | Yolo | 57-A9 | 1100 Main Street | 1100 Main Street | Woodland | 6/2/2008 |
| 2,038,120 | | | | | | |

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EXHIBIT J: DELIVERABLE SCHEDULE

Below is a list of deliverables and time requirements ~~for the initial plans submittal.~~

| Facility Transition Plan | |
|---|---|
| Initial Facilities | Within sixty (60) Days of the Effective Date. |
| Subsequently-added Facilities | At least thirty (30) Days prior to the Transition Date for that Facility |
| Master Maintenance Plan | |
| Initial Assessment | Initial Assessment |
| Final Draft | Final Draft |
| Final Plan | Final Plan |
| Biennial Update | Biennial Update |
| Quality Control Plan (QCP) | |
| Initial Plan | Within sixty (60) Days of the Effective Date. |
| Updates to Plan | Annually on the anniversary of the Effective Date. |
| Safety Plan | |
| Safety Plan: Program Level | Within thirty (30) Days of the Effective Date. |
| Site-Specific Assessment | Within ninety (90) Days of the Effective Date |
| Update Safety Plan: Program Level | Annually on the anniversary of the Effective Date |
| Health & Safety Action Plan: Site-Specific | 20% of Facilities per month until completed for initial Facilities; within thirty (30) Days of the Transition Date for each subsequently-added Facility |
| Update Health & Safety Action Plan: Site-Specific | Updated as needed; Reviewed annually |
| Heating, Ventilation, and Air Conditioning (HVAC) Systems | |
| Initial Refrigerant Management Plan | Within sixty (60) Business Days of the Full Performance Date. |
| Updates | Annually |

| <u>Document Name</u> | <u>Initial Submittal</u> | <u>Update Schedule</u> |
|---------------------------------|--|---|
| <u>Invoice Summary Report</u> | <u>Upon initial invoice submittal</u> | <u>By the 10 of each month</u> |
| <u>Facility Transition Plan</u> | <u>Within sixty (60) Days of the Effective Date.</u> | <u>At least thirty (30) Days prior to the Transition Date for that Facility</u> |

| | | |
|--|--|--|
| <u>Master Maintenance Plan</u> | <u>Within sixty (60) Days of the Full Performance Date</u> | <u>Every two (2) years on the anniversary of the Full Performance Date</u> |
| <u>Facility and System Assessment Plan</u> | <u>Within sixty (60) Business Days of the Full Performance Date.</u> | <u>Annually on the anniversary of the initial plan</u> |
| <u>Facility and Infrastructure Plan</u> | <u>Within sixty (60) Business Days of the Full Performance Date.</u> | <u>Annually on the anniversary of the initial plan</u> |
| <u>Preventive Maintenance Plan</u> | <u>Within sixty (60) Business Days of the Full Performance Date.</u> | <u>Annually on the anniversary of the initial plan</u> |
| <u>Equipment History Assessments</u> | <u>Within sixty (60) Business Days of the Full Performance Date.</u> | <u>Annually on the anniversary of the initial plan</u> |
| <u>Asset Management Audit</u> | <u>Within sixty (60) Business Days of the Full Performance Date.</u> | <u>Annually on the anniversary of the initial plan</u> |
| <u>Quality Control Plan</u> | <u>Within sixty (60) Days of the Effective Date.</u> | <u>Annually on the anniversary of the Effective Date.</u> |
| <u>Safety Plan</u> | <u>Within thirty (30) Days of the Effective Date</u> | <u>Updated as needed; Reviewed annually</u> |
| <u>Refrigerant Management Plan</u> | <u>Within sixty (60) Business Days of the Full Performance Date.</u> | <u>Annually</u> |
| <u>Energy Management Action Plan</u> | <u>Within six (6) months of Full Performance Date</u> | <u>Annually on the anniversary of the initial plan</u> |
| <u>Utility Rebate Application Process</u> | <u>Prior to Project Start</u> | <u>Ongoing</u> |

All plans will be updated on an annual basis, unless otherwise specified in this Agreement. If the Contractor believes that no changes/updates to a specific plan are needed, it will notify the Regional Manager in writing that the plan has been reviewed and no changes/updates are required.

EXHIBIT K: JOB DESCRIPTIONS

1 Accounting Technician

- 1.1 **Description:** The Accounting Technician reports directly to the Administrative Manager and is responsible for cost control documentation, accuracy and processing of invoicing, and accountability for all revenues and expenses on the contract. The Accounting Technician interfaces directly with AOC staff performing parallel duties. Typical duties include but are not limited to the following: reviews and balances daily cash receipts; examines receipts for accuracy and completeness; resolves and/or assists in resolving deposit and payment discrepancies; provides requested information to auditors, creates or generates related reports or schedules and locates, analyzes and reconciles requested information; reviews and reconciles invoices and subcontract account statements and compiles information for drafts, develops and/or formats accounting, financial, budgetary or statistical reports and accounting and financial forms and documents.
- 1.2 **Qualifications:** Associate Degree or equivalent college education from an accredited institution with major course work in bookkeeping, accounting or a related field; and two (2) years of progressively responsible experience performing financial or statistical record keeping; or an equivalent combination of training and experience.

2 Administrative Manager

- 2.1 **Description:** The Administrative Manager reports directly to the Regional Contract Manager and is responsible for the functions of Administration, Procurement, Special Services, Information Management, Accounting, and Work Control and Document Control. The Administrative Manager supports the position of Administrative Coordinator (Reporting to Regional Contract Manager), and provides additional administrative support to all remaining functional areas on the contract. This includes provision and control of correspondence, management and operations communications, studies, presentations, reports, coordination of miscellaneous other support, and other products. The Administrative Manager provides the full range of Procurement services which includes but is not limited to provision of subcontract resources; Special Services such as those required to ensure successful Event Management, Parking Management, Food Service Management, Third-Party Facility Use Permits, Leases, Licenses, and other miscellaneous elements of the AOC Facilities Program; Information Management services which typically include computer hardware and software, daily troubleshooting, electronic security, and interface with AOC staff to ensure reliability, compatibility, and validation of data between contract and AOC operations; Accounting capabilities primarily in the area of cost control which includes detailed control of cost coding, cost reporting, reconciliation of charges, invoicing and interface with AOC staff engaged in parallel activities; Work

Control which includes 24 hours a day, seven days a week individual job reporting and registration, status tracking, resource documentation, routine and customized reporting, dispatching, control and communication with field resources, close-out, trend analysis, follow up, compliance with AOC work authorization policy, and interface with the AOC Customer Service Center staff, and other AOC staff and the Courts at all levels; Document Control and technical writing capabilities to ensure professional, comprehensive and standardized documentation of policies, procedures, guides, templates, directions, plans, studies, contract amendments, training material, and correspondence to include systems for efficient security, archiving and revision control.

- 2.2 **Qualifications:** Bachelor's Degree in Management, Business Administration, or other related fields from an accredited institution and at least ten (10) years of combined experience in all or most of the primary functions of Administration, Procurement, Special Services, Information Management, Accounting, and Work Control and Document Control in a Facilities Services or similar environment. Incumbent must have held Administrative Management career field in positions progressively increasing and culminating as the senior leader/manager supporting an organization similar to this contract.

3 Administrator/Document Control

- 3.1 **Description:** The Administrator/Document Control incumbent performs all the typical duties of the Administrative Coordinator such as coordinates administrative processes and program operations, following procedural guidelines; identifies operational problems, considers alternatives, recommends solutions. Coordinates the preparation and distribution of surveys; reviews data collected for completeness and appropriateness and enters data into a spreadsheet or database; generates standard and ad hoc reports for use by program analysts and managers. In addition the Administrator/Document Control incumbent employs technical writing skills in document creation and establishes systems/processes to ensure standardization of document format and validates that all permanent documents such as plans, designs, policies, training materials, procedures, checklists, audit tools, manuals, and other similar documents conform to such standardization. The Administrator/Document Control also establishes procedures to ensure timely creation, editing, auditing, and submission of relevant documents and revisions. The Administrator/Document Control incumbent routinely interfaces with other contract functional areas, key AOC staff, and less frequently with Court customers at all levels.
- 3.2 **Qualifications:** Three (3) years of administration experience in a professional, customer service oriented environment. Proficiency in all industry standard office support software and office equipment. A minimum of two (2) years college education from a recognized college or university with major course work in business administration, technical writing, library sciences, or a closely related field is desired.

4 District and District Assistant Supervisor

- 4.1 **Description:** The District and District Assistant Supervisor positions are responsible for the implementation of a comprehensive facility operations and maintenance program for several court facilities within a county or multi-county territory; collaborative planning and directing all on-site Facilities Operations staff and contracted services engaged in managing and maintaining court facilities; ensuring alignment of facility management priorities with those of regional and Superior Court administration; performing complex and specialized work associated with building maintenance and facility management services including procurement, contracting, grounds management and maintenance services for contract at designated court locations; and implementing strategic operational plans consistent with codes, regulations, guidelines and industry standard practices. The District and District Assistant Supervisor ensures effective and efficient implementation of the contract requirements down to the individual job and facility level. Establishes and maintains productive working relationships with those contacted in the course of the work, including members of the judiciary, members of the public, allied members of federal, state, and local agencies, staff members, and vendors, including bargaining unit employees. Will be required to travel regionally and work evening and weekend hours as necessary.
- 4.2 **District Supervisor Qualifications:** Ten (10) years of professional building/facility management, and including a minimum of three (3) years of increasingly responsible facility management with oversight experience. The equivalent of a Bachelor's degree from a recognized college or university with major course work in facility management, business administration, or a closely related field is desired.
- 4.3 **District Assistant Supervisor Qualifications:** Six (6) years of professional building/facility management, and including a minimum of three (3) years of increasing facility management related responsibility. The equivalent of a Bachelor's degree from a recognized college or university with major course work in facility management, business administration, or a closely related field is desired.

5 Environmental Health and Safety Supervisor

- 5.1 **Description:** The Environmental Health & Safety Supervisor provides leadership and supervision to EHS staff in the major compliance areas of Safety, Environmental, Hazardous Waste, Air Quality, Water Quality, Property Protection, HazMat, HazComm, and Response and Emergency Management to ensure continued compliance with local, state, and federal regulations. Key duties include but are not limited to supervision of subordinate EHS staff, investigation, documentation, mitigation, project follow up, evaluation and reporting, and participation in the strategic planning process of developing, implementing and measuring goals and objectives for the contract and the AOC Facilities program, and managing the process of proactively identifying key issues

involving new regulations, new products, and new processes. The Environmental Health and Safety Supervisor interfaces directly with parallel AOC EHS staff, Regional Facilities staff and Court customers at all levels. Specific program areas include elevators, escalators, fuel tanks, Refrigerant Management, Asbestos, Lead Based Paint, Biohazards, mold, driving, Injury and Illness Prevention Planning, Hazard Identification and Elimination, permitting, and others typically encountered in a Facilities Management environment. The Environmental Health and Safety Supervisor is key in implementing and maintaining a strong and efficient Safety Culture with a goal of protecting Court occupants, the public, contract resources, and AOC staff in and around Court facilities.

- 5.2 **Qualifications:** Bachelors degree in Environmental Health, Safety Science, Environmental Science, Engineering or related field with at least five (5) years of EH&S experience; must be experienced on all aspects of environmental health and safety program development, implementation and maintenance; must have demonstrated ability to communicate effectively, both orally and in writing, with managers, supervisors, employees, regulatory agencies and peers on all aspects of environmental health and safety issues; demonstrated leadership skills building a dynamic team and working cross functionally with individuals at all level to accomplish organizations goals to include strong project management skills. Certificate in Environmental Management and Certified Safety Professional (CSP) or equivalent certification preferred.

6 Facility Modifications Project Manager

- 6.1 **Description:** The Facility Modifications Project Manager is responsible to support the successful delivery of the Facility Modification Program at the facility and individual project level. The Facility Modifications Project Manager interfaces directly with the AOC Facility Modification Program staff, Regional staff, and Court customers at all levels to ensure compliance with, and support of, all related processes which include, but are not limited to Facility Modification process and policy implementation in the areas of work identification, documentation, prioritization, justification, funding, authorization, estimating, planning, programming, execution, change management, status reporting, cost control, inspection, close-out, and quality control. Key duties include review of potential and actual work requirements for feasibility, effective and efficient solution application to the problem or opportunity for improvement originally presented, and provision of alternate solutions. The Facility Modifications Project Manager will utilize all industry standard means/resources to derive and document estimated costs for chosen solutions. The Facility Modifications Project Manager secures services to complete Facility Modifications through in-house as well as subcontract channels to include the AOC Job Order Contract. The Facility Modifications Project Manager coordinates all activities with parallel contract staff as required. The Facility Modifications Project Manager ensures all authorized projects are fully coordinated, approved, and completed to the satisfaction of the requestor utilizing industry standard project management techniques.

- 6.2 **Qualifications:** Equivalent to a Bachelor's degree from a recognized college or university with major course work in engineering, facility management, construction project management, or a closely related field and three (3) years of professional building/facility/project management and contracting experience with a wide variety of contract and facility related documents.

7 Facility Modifications Manager

- 7.1 **Description:** The Facility Modifications Manager has responsibility and authority to ensure the successful delivery of the Facility Modification Program and to manage all assigned Facility Modification staff personnel. The Facility Modification Manager interfaces directly with the AOC Facility Modification Program staff, Regional staff, and Court customers at all levels to ensure compliance with, and support of, all related processes which include, but are not limited to Facility Modification process and policy implementation in the areas of work identification, documentation, prioritization, justification, funding, authorization, estimating, planning, programming, execution, change management, status reporting, cost control, inspection, close-out, and quality control. The Facility Modification Manager secures services to complete Facility Modifications through in-house as well as subcontract channels to include the AOC Job Order Contract. The Facility Modifications Manager coordinates all activities with parallel contract staff as required. The Facility Modification Manager ensures all authorized projects are fully coordinated, approved, and completed to the satisfaction of the requestor.
- 7.2 **Qualifications:** Equivalent to a Bachelor's degree from a recognized college or university with major course work in engineering, facility management, construction project management, or a closely related field and ten (10) years of professional building/facility/project management and contracting experience with a wide variety of contract and construction documents, including a minimum of three (3) years of increasingly responsible project management experience. Experience with Job Order Contracting is highly desirable.

8 Facility Plant Engineer

- 8.1 **Description:** The Facility Plant Engineer supports all engineering and technical aspects of the contract requirements. These include, but are not limited to delivery of the Preventive Maintenance Program and the Building Automation System Programs. The Facility Plant Engineer interfaces with the AOC Facility Plant Engineer staff and the AOC Facilities Regional staff and Court customers as needed. Key duties include but are not limited to ensuring accurate equipment asset data, utilization of the AOC Computer Aided Facilities Management system in support of program delivery, provision of technical expertise and legal compliance information in all facility service and craft areas, and direct support of AOC and contract field personnel in their Facility Management duties. The Facility Plant Engineer also utilizes subcontract resources as required for program delivery.

- 8.2 **Qualifications:** Equivalent to a Bachelor's degree from a recognized college or university with major course work in engineering, facility management, business administration, or a closely related field and two (2) years of professional building/facility management and contracting experience with a wide variety of contract and facility related documents, including a minimum of two (2) years of increasingly responsible facility management experience.

9 Information Technician

- 9.1 **Description:** The Information Technician reports directly to the Administrative Manager and provides services which include computer hardware and software, daily troubleshooting, and electronic security. Typical duties include but are not limited to the following, troubleshoot hardware; software and network operating system and related hardware and software; operate network systems; provide orientation to new users of existing technology; train staff about potential uses of existing technology; train staff about new and potential use; provide individual training and support on request; provide recommendations about accessing information and support; maintain current and accurate inventory of technology hardware, software and resources; track required repairs and maintenance; make recommendations about purchase of technology resources; provide network access to all staff; install work stations; connect and set up hardware; load all required software; provide network accounts and passwords as required; monitor security of all technology; install and maintain passwords; input and maintain IP addresses; advise staff of security breach and/or change in password or security status; ensure installation of lock out programs; identify and prepare hardware for disposal when appropriate; ensure hardware is stripped and secured before disposal; develop reports using Access, Crystal, or other similar database reporting applications; and interface with AOC staff to ensure reliability, compatibility, and validation of data between contract and AOC operations perform other related duties as required during working hours.

- 9.2 **Qualifications:** Associate degree in Computer Science or equivalent from an accredited institution and four (4) years experience in the following areas; computer hardware and software systems and programs; computer networks, network administration and network installation; computer troubleshooting; computer viruses and security; E-mail and internet programs; operate computerized accounting, spreadsheet, word-processing, graphics, and website development programs at a highly proficient level.

10 Operations Manager

- 10.1 **Description:** The Operations Manager has complete responsibility and authority over all field activities, which include Facility Plant Engineers, District Supervisors and Assistant District Supervisors, and the Facility Modification Program. The Operations Manager ensures implementation of the contract requirements down to the individual job and

facility level. The Operations Manager also ensures successful direct interface, both formally and informally, with the AOC and Court customer base at all levels to ensure customer satisfaction with job outcomes, and all necessary coordination, updates, and communications. The Operations Manager coordinates all activities with, and is supported by contract Safety, Quality Control, Training, and Administrative functions. Key duties include but are not limited to implementation of the Facility Plant Engineer functions, the Preventive Maintenance Program, all Demand Maintenance, and the Facility Modification Program. The Operations Manager also uses subcontract resources as required to achieve required results. The Operations Manager is required to know all aspects of the contract in detail.

- 10.2 **Qualifications:** Bachelor's Degree in a Management, Engineering, or Business Administration area and at least ten (10) years of experience in the Facilities Management field in positions progressively increasing and culminating as the senior operations leader/manager in a scope similar to the portfolio.

11 Procurement Supervisor

- 11.1 **Description:** The Procurement Supervisor reports directly to the Administrative Manager and supervises the Procurement function in support of the contract and the AOC Facilities Program and secures all services not provided by in-house resources that are required to satisfy program delivery. The Procurement Supervisor evaluates and directs the procurement activity of professional and technical personnel; writes and evaluates specifications and invitations to bid; prepares purchase orders through a computerized system and places orders for the purchase of goods and services; interviews vendors and evaluates their products and capabilities as suppliers; conducts research, evaluates findings, and makes decisions on procurement matters; reviews bid protests and prepares oral or written recommendations; acts as a liaison between operations functions and vendors; interprets contract provisions; reviews contracts to evaluate overall revisions, price, and past performance of each contract prior to bid or renewal; approves price increases provided in contracts and makes changes as necessary and appropriate; obtains price quotes from vendors and compares quotes with the specifications and availability of items; organizes, updates and retains product information files and purchase order records; develops and updates policies and procedures for contract administration; demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.

- 11.2 **Qualifications:** Bachelor's degree in public or business administration, purchasing, engineering, science, or a related field. Four (4) years of experience in procuring a variety of supplies, materials, services, and equipment typically utilized in a facility management field, including two (2) years of experience in contract administration with a wide variety of contract and facility related documents.

12 Procurement Technician

- 12.1 **Description:** The Procurement Technician reports directly to the Procurement Supervisor and participates in the Procurement function in support of the contract and the AOC Facilities Program and secures all services not provided by in-house resources that are required to satisfy program delivery. The Procurement Technician writes and evaluates specifications and invitations to bid; prepares purchase orders through a computerized system and places orders for the purchase of goods and services; interviews vendors and evaluates their products and capabilities as suppliers; conducts research, evaluates findings, and makes decisions on procurement matters; reviews bid protests and prepares oral or written recommendations; acts as a liaison between operations functions and vendors; interprets contract provisions; reviews contracts to evaluate overall revisions, price, and past performance of each contract prior to bid or renewal; approves price increases provided in contracts and makes changes as necessary and appropriate; obtains price quotes from vendors and compares quotes with the specifications and availability of items; organizes, updates and retains product information files and purchase order records; follows policies and procedures for contract administration; supports continuous effort to improve operations, decrease turnaround times, streamline work processes, and work cooperatively and jointly to provide quality seamless customer service.
- 12.2 **Qualifications:** Two (2) years of experience in procuring a variety of supplies, materials, services, and equipment typically utilized in a facility management field, and experience in support of contract administration with a wide variety of contract and facility related documents.

13 Quality Control and Training Supervisor

- 13.1 **Description:** The Quality Control and Training Supervisor is responsible for the two functional areas of Quality Control and Training. The position reports directly to the Regional Contract Manager. In the Quality Control capacity the incumbent personally conducts Quality control activities and supervises the Quality Control Technician. Key Quality Control activities include but are not limited to creating all required Quality Control Plans and processes, documenting Quality Control, and interfacing with AOC staff, and when necessary the Courts at all levels. The Quality Control and Training Supervisor is responsible to use proven Quality Control strategies and techniques to ensure completeness, accuracy, and satisfactory delivery of the requirements of the contract. The Quality Control and Training Supervisor is required to know all aspects of the contract in detail and must be able to educate all other key contract staff on the details of the contract as well as the processes and controls used to ensure satisfactory performance. The Quality Control and Training Supervisor shall employ techniques to detect performance deficiencies before they negatively impact performance, and shall have the authority and resources needed to create and implement swift remedies to include follow up sampling,

inspections, and reporting. In the Training Supervisor capacity the incumbent is responsible to ensure all in house as well subcontract employees are properly indoctrinated on the Agreement, the AOC Facilities Program, AOC and Court Culture, protocol, and communications. The Training Supervisor establishes a formal training program to include provisions for ancillary training such as Sexual Harassment and Proper Working Relationships, as well as technical training to ensure operations are conducted using state of the art knowledge and techniques and results in highly qualified technicians. The Quality Control and Training Supervisor ensures proper documentation of training schedules, training aids, training content, updates, plans, and completion, for validation purposes.

- 13.2 **Qualifications:** Bachelor's Degree from an accredited institution in a Management, Industrial Engineering, and or Business Administration or closely related field and at least five (5) years of experience in the Quality Control environment in positions at progressively increasing levels supporting an organization similar to this contract.

14 Quality Control Technician

- 14.1 **Description:** The Quality Control Technician reports directly to the Quality Control and Training Supervisor. The Quality Control Technician is responsible to conduct the full range of proven industry standard Quality Control plans, techniques and processes to ensure a high level of customer satisfaction and program delivery. Key duties include but are not limited to the following in support of Facilities Services such as Demand maintenance, Preventive maintenance, Facility Modifications, conceptual estimating, work control, Customer Service, Maintenance Engineering, Accounting, Procurement, and Job Order Contracting. Develop and assist in the production and quality control programs in provision of Facilities Services. Improve existing work systems concerned with the production and distribution of products and services. Analyze production problems such as an inadequate supply of components, materials or personnel or poor quality of products or services. Develop and carry out research and case studies on quality assurance and quality control related issues. Verify the consistency and reliability of product and service quality, taking into account such factors as time, cost and quality control. Develop work measurement standards and evaluation systems. Design, create, implement and control productivity improvement projects. Use related software and computers to preparing layouts, statistical studies and analyses in conjunction with technicians, managers, engineers and technologists.

- 14.2 **Qualifications:** Associate's Degree from an accredited institution in a Management, Industrial Engineering, and or Business Administration or closely related field and at least three (3) years of experience in the Quality Control environment in technician positions supporting an organization similar to this contract.

15 Regional Contract Manager

- 15.1 **Description:** The Regional Contract Manager has complete responsibility and authority over all aspects of the contract delivery. The position is the leadership role, with an emphasis on implementing and maintaining the strategic goals of the AOC facilities program as it relates to the contract scope. The Regional Contract Manager ensures the cohesiveness of the contract resources and continuity of the program delivery. The Regional Contract Manager interfaces constantly with the AOC Regional Facilities Manager and Court leaders formally as well as informally. Typical duties will include but not be limited to, oversight of and coordination between, the key contract staff and subordinate functional areas of Operations, Environmental Health and Safety, Quality Control, Training, and Administration. The Regional Contract Manager is required to know all aspects of the contract in detail.
- 15.2 **Qualifications:** Bachelor's Degree in a Management, Engineering, or Business Administration area and at least ten (10) years of experience in the Facilities Management field in positions progressively increasing in responsibility and culminating as the senior leader/manager in a scope similar to the portfolio.

16 Special Services Coordinator

- 16.1 **Description:** The Special Services Coordinator coordinates services, documentation, finances, accounting, communications, planning, programming, process development, reporting and other support functions in the areas of Event Management, Parking Management, Food Service Management, Third-Party Facility Use Permits, Leases, Licenses, and other miscellaneous elements of the AOC Facilities Program. The Special Services Coordinator reports to the Administrative Manager and interfaces with several key AOC staff, other government staff at the municipal, County, and other levels, and in other agencies and with the Courts at all levels. Typical duties include but are limited to processing, tracking, coordinating, and reporting in support of the functions above to ensure program delivery to the satisfaction of the AOC, the Courts, and the public. Position requires availability to travel state-wide with the possibility of supporting this function in other AOC regions. Incumbent must be flexible, an excellent communicator, organizer and be capable of multitasking. Incumbent must be familiar with fundamental business processes such as administration, accounting, marketing, management, and contracting.
- 16.2 **Qualifications:** Associate's Degree in Management, Business Administration or closely related field from a recognized college or university and at least two (2) years experience in the Event Management and/or Business Services career field. Two (2) years of administration experience in a professional, customer service oriented environment. Proficiency in all industry standard office support software and office equipment.

17 Work Control Supervisor

- 17.1 **Description:** The Work Control Supervisor is responsible for the Work Control function, which includes 24 hours a day, seven days a week individual job reporting and

registration, status tracking, resource documentation, routine and customized reporting, dispatching, control and communication with field resources, close-out, trend analysis, follow up, compliance with AOC work authorization policy, and interface with the AOC Customer Service Center staff, and other AOC staff and the Courts at all levels. Typical duties include oversight of the Work Control Center and Work Control technicians in the conduct of their duties. The Work Control Supervisor establishes detailed procedures for receipt and control of work requirements and for control of the resources required to satisfy them. The Work Control Supervisor also provides for communication resources required to operate the Work Control Center 24/7, continuing uninterrupted through the duration of major man-made and natural disasters, which includes state of the art wireless communications, internet, and redundant assets, and computer software and hardware, and a work control center optimally located in the Designated Region and in relation to the contract and AOC staff.

- 17.2 **Qualifications:** Associate Degree or equivalent college education from an accredited institution with major course work in Industrial Engineering, Communications, Business Administration, or a closely related field and five (5) years of Work Control or similar experience in a fast paced, large volume call/control/dispatch professional, customer service oriented environment. Proficiency in all industry standard office support software and office equipment.

18 Work Control Specialist

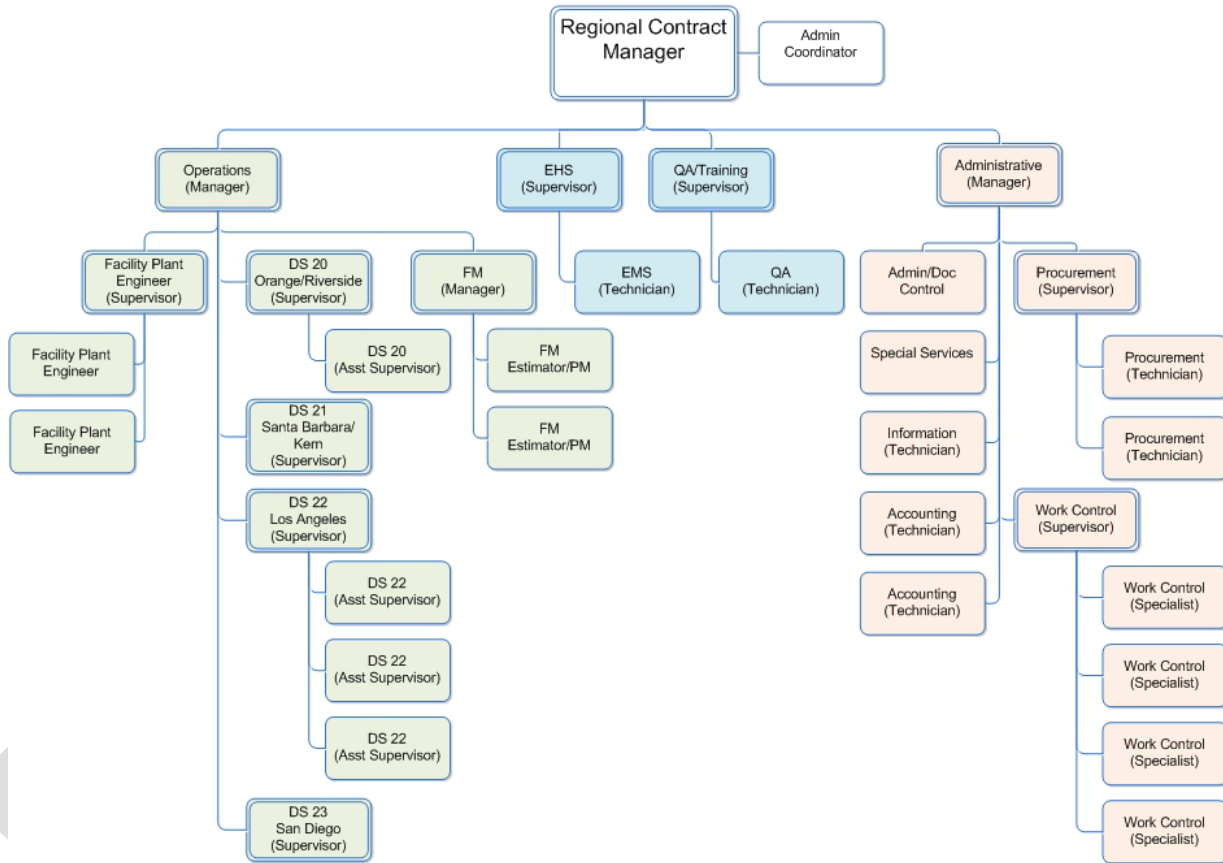
- 18.1 **Description:** The Work Control Specialist is assigned to the Work Control function, which conducts 24 hours a day, seven days a week individual job reporting and registration, status tracking, resource documentation, routine and customized reporting, dispatching, control and communication with field resources, close-out, trend analysis, follow up, compliance with AOC work authorization policy, and interface with the AOC Customer Service Center staff, and other AOC staff and the Courts at all levels. Typical duties include operating telephones, radios, internet, email, and customized Work Control software as required to receive, document, properly code, dispatch, control, manipulate, and close-out work requirements such as job orders, preventive maintenance actions, collection Service Work Orders, and facility modifications. The Work Control Specialist follows detailed procedures for receipt and control of a high volume and wide range of work requirements (many involving the highest Priority critical operational and Fire/Life/Safety responses in support of the Courts) and for control of the resources required to satisfy them. The Work Control Specialist communicates frequently and effectively with field technicians, supervisors, managers, and Court customers at all levels.
- 18.2 **Qualifications:** Work Control or similar experience in a fast paced, large volume call/control/dispatch professional, customer service oriented environment is desired. Proficiency in all industry standard communications, office support software and office equipment.

EXHIBIT L: CONTRACTOR STAFFING

1. Org charts

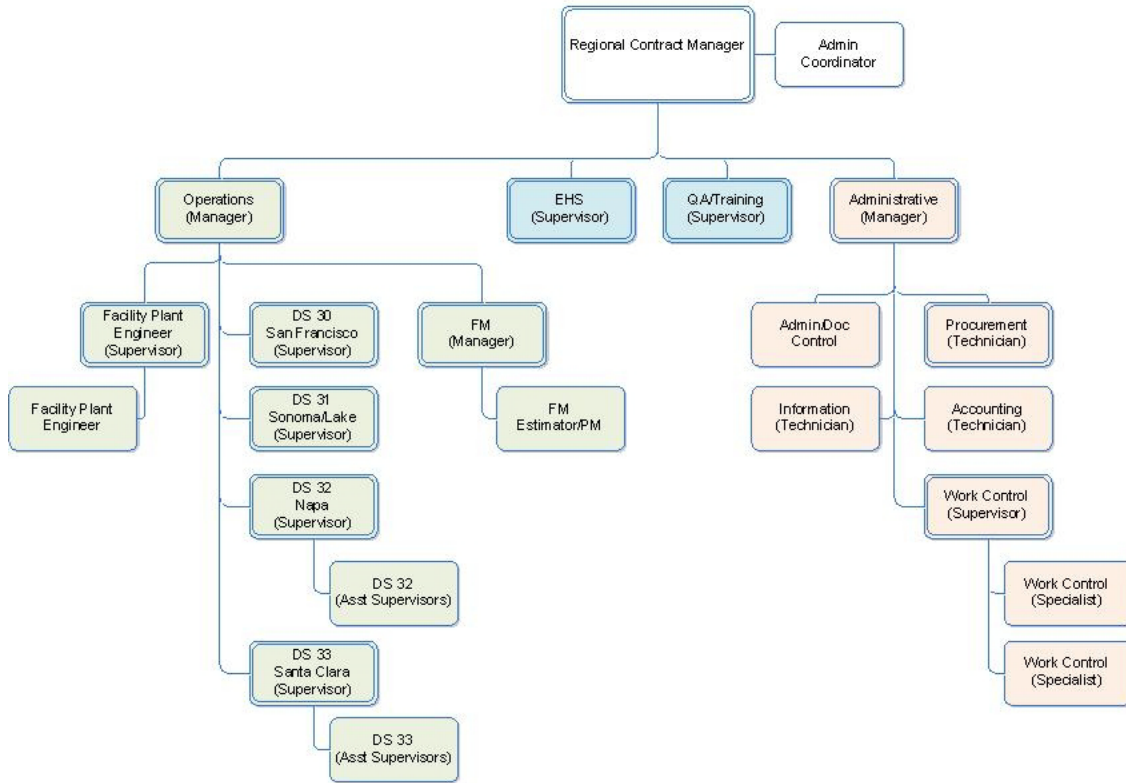
Southern Region

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| Office of Court Construction and Management Facility Operations & Maintenance | | |
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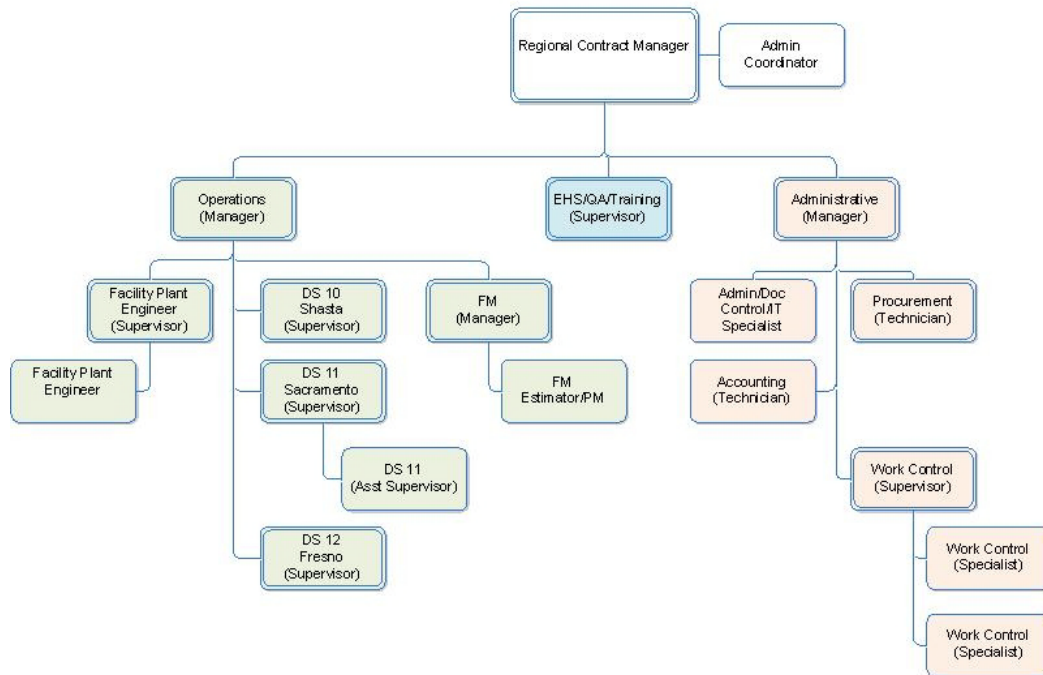
Bay Area / Northern Coastal Region

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Northern / Central Region

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| TITLE NCRO Region | DATE 11/17/2010 | PAGE 3 |



2. Management and Support Staff (with salary data and per hour fees)

[to be determined from the winning Proposal]

3. Field Operations Staff Chart

[to be determined from the winning Proposal]

4. Benefits for management staff

[to be determined from the winning Proposal]

EXHIBIT M

AOC 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 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:

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

EXHIBIT N: AOC BACKGROUND CHECK POLICY

| | |
|-------------------|---|
| Policy Number: | OERS- |
| Title: | Background Checks for Contractors Working on the AOC’s Behalf in Restricted Areas |
| Contact: | Office of Emergency Response and Security (OERS) |
| Policy Statement: | AOC staff must adhere to this policy and related procedures to ensure compliance with CLETS regulations |
| Contents: | Who must comply with this policy?.....1 |
| | What is the policy?.....1 |
| | Definition of Contractor.....2 |
| | Definition of Restricted Area.....2 |
| | Definition of Emergency Situation.....2 |
| | What is the purpose of this policy?.....3 |
| | What is the application process?.....3 |
| | What are the evaluation criteria?.....5 |
| | What is the evaluation process?.....5 |
| | Applicants Suitable for Access to Restricted Areas.....6 |
| | Applicants Not Suitable for Access to Restricted Areas.....6 |
| | Subsequent Arrests.....6 |
| | Requests for Exceptions.....6 |
| | What is the badging process?.....7 |
| | Badge Issuance.....7 |
| | Badge Replacement.....7 |
| | Badge Return.....7 |
| | Questions and Complaints.....7 |
| | Additional Resources.....7 |

- **WHO MUST COMPLY WITH THIS POLICY?**

This policy applies to:

- AOC divisions that contract for non-AOC employees to work on the AOC’s behalf;
- AOC staff who work with those individuals (for example, the project managers); and
- AOC staff who work on any contracts or agreements that provide for non-AOC employees to perform work on the AOC’s behalf.

- **WHAT IS THE POLICY?**

AOC divisions and 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 Department of Justice (DOJ) regulations about the California Law Enforcement Telecommunications System (CLETS).
2. Adhere to the OERS procedure for provision of 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 OERS procedure.

- Definition of Contractor

For the purposes of this policy and related OERS services, any person who either contracts with the AOC or is employed through a third party who contracts with the AOC *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 AOC. It also excludes employees of entities that are able to do CLETS-level background searches on their own (such as government and law enforcement entities authorized by law or the DOJ). Those entities are responsible for performing their own background checks of their employees.

OERS only provides background checks to employees of private contractors who cannot do CLETS-level background searches (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 DOJ criminal databases via CLETS; *or*
2. contains any records or information (stored in physical or electronic format) that were obtained via CLETS.

The definition of Restricted Area also applies to 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 AOC’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?**

AOC 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 DOJ and have CLETS terminals, records, and information in their facilities, as does the CCTC.

There are strict regulations regarding access to CLETS. Government Code sections 15150–15167 establish the DOJ’s responsibility for maintenance of the system. The DOJ publishes a *CLETS Policies, Procedures, and Practices* 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 DOJ are responsible for their compliance.

As a service to the courts and as a precaution, the AOC has implemented a policy of conducting CLETS-level background checks for any of its contractors who would be in Restricted Areas. The AOC’s Executive Office delegated to OERS oversight of background checks for non-AOC employees working under contract with the AOC in Restricted Areas. OERS worked with the DOJ and several AOC divisions 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?**

AOC divisions are responsible for requesting OERS’s services when needed. As part of the initial set up process, they will be required to provide OERS with three things:

- A project code for chargeback of DOJ billing costs;
- A designated AOC contact; and
- A designated Contractor contact.

OERS and the AOC’s Human Resources Division (HR) share a single Originating Agency Identifier (ORI) number. HR receives the DOJ invoices and uses the project code that the division provides to do chargebacks for the cost of the Contractor background checks.

OERS will send the OERS procedure to the designated AOC contact and Contractor contact. The AOC contact and Contractor contact are responsible for explaining the restrictions to the Contractor “Applicants.” They are responsible for requiring Applicants to sign an authorization form and forward it to OERS.

OERS will send the Contractor contact an “Applicant Packet” with the appropriate instructions and forms. The forms are pre-filled with AOC routing and billing information. The Contractor contact gives the Applicant the paperwork so he or she can be fingerprinted. The response time

from the DOJ is usually within a week, but delays sometimes occur due to fingerprint quality, criminal information hits, or erroneous information submitted on the fingerprint transaction. OERS will provide the AOC contact and Contractor contact with information about how Applicants can check the status of their submissions with DOJ.

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- **WHAT ARE THE EVALUATION CRITERIA?**

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

1. A felony conviction of any kind; 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 access to a Restricted Area:

1. Misdemeanor convictions greater than 10 years old;
2. Misdemeanor arrests, infractions, and/or convictions within the last 10 years that, when taken in total, establish reasonable doubt about the Contractor's suitability for access; or
3. Felony arrests.

- **WHAT IS THE EVALUATION PROCESS?**

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

Each background check produces a unique State Identification Number (SID). OERS records that number for tracking purposes and deletes the criminal record results.

- Applicants Suitable for Access to Restricted Areas

If an Applicant is suitable for access per the evaluation criteria, OERS will notify the AOC contact and Contractor contact. OERS then deletes the criminal record results.

The AOC contact or Contractor contact must provide OERS the Applicant's badge authorization form and digital photograph. These will be used for badge purposes only. The photograph must meet the requirements on the form.

OERS will forward the Contractor's badge to the 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 access.

- Applicants Not Suitable for Access to Restricted Areas

If an Applicant is not suitable for access per the evaluation criteria, OERS will notify the AOC contact and Contractor contact that the applicant is not suitable for unescorted access to a Restricted Area. OERS then deletes the criminal record results.

OERS will provide the AOC contact and Contractor contact with information about how Applicants can review and correct any mistakes in their records with the DOJ.

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

- Subsequent Arrests

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

If OERS is notified of a Contractor's arrest, it may re-evaluate the person's suitability for unescorted access to Restricted Areas. OERS 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, OERS will notify the AOC contact and Contractor contact and request that the Contractor's badge be returned and that unescorted access to a Restricted Area be discontinued.

- Requests for Exceptions

Exceptions are rarely considered because the evaluation criteria implement mandatory DOJ regulations. If an Applicant receives notice that he or she is not suitable for access to Restricted Areas, the Contractor contact may request that the AOC contact request an exception from OERS. The request must be in writing. It must include the Applicant's name and a statement of the basis of the request. In addition, the Applicant will have to be re-fingerprinted. OERS will send the Contractor contact a new Applicant Packet. Once OERS receives the criminal record

results electronically from the DOJ, the OERS Senior Manager will evaluate the request and notify the AOC contact and Contractor contact of the decision.

- **WHAT IS THE BADGING PROCESS?**

- **Badge Issuance**

Badges are issued to suitable Applicants, as described in that section of this policy. These green badges help identify Contractors who have been deemed suitable by OERS for unescorted access to Restricted Areas. The badges do not provide any special privileges to Contractors (for example, bypassing entrance security screening). They also do not allow access to secured AOC facilities.

The badges that allow access to AOC buildings are part of a separate OERS program. AOC building access is only granted to people who will work in the building regularly, and it must be applied for in person. The AOC contact or designee may escort the Contractor to the OERS Badge Room to complete the required form and have a picture taken. Badging is from 9-11 a.m.

- **Badge Replacement**

Because the badges have an expiry date (six months from the date they are created), OERS will forward batches of replacements to the AOC contact or Contractor contact to distribute as needed. The expired badges must be returned to OERS to be destroyed.

- **Badge Return**

When an Approved Applicant is no longer employed by the Contractor contact or is re-assigned so that he or she no longer needs access to a Restricted Area, the following must happen:

- The Contractor contact and AOC contact must inform OERS as quickly as possible.
- The Contractor contact must promptly collect the Contractor's badge and return it to OERS.
- OERS must fax an NLI form to the DOJ so that it does not receive subsequent arrest notifications.

- **QUESTIONS AND COMPLAINTS**

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

- **ADDITIONAL RESOURCES**

AOC divisions and staff may contact OERS for current versions of the following documents:

- Memorandum explaining OERS procedure for background checks
- Contractor Background Check Authorization form
- Contractor Badge Request form

SAMPLE MEMORANDUM

| | |
|---|----------------------------|
| Date | Action Requested |
| November 12, 2010 | Please Review |
| To | Deadline |
| ____, AOC contact | N/A |
| ____, Contractor contact | |
| From | Contact |
| Rebecca Maroney, Administrative Secretary | Rebecca Maroney |
| Office of Emergency Response and Security | 415-865-4565 phone |
| | 415-865-8990 fax |
| | rebecca.maroney@jud.ca.gov |
| Subject | |
| Background Check Procedure | |

This supplements the Administrative Office of the Courts (AOC) Office of Emergency Response and Security (OERS) background check policy (*Background Checks for Contractors Working on the AOC's Behalf in Restricted Areas*).

Per the policy, AOC divisions and staff must ensure that each "Contractor" is fingerprinted, evaluated, and badged *before* he or she is allowed unescorted access to a "Restricted Area." Please refer to the policy for details and for definitions of these terms.

The designated AOC contact and Contractor contact are the primary points of contact for their workers. Any questions or complaints relating to the retention, day-to-day management, or termination of Contractors should be routed to the AOC contact or Contractor contact directly—not to OERS. The AOC contact or Contractor contact may contact OERS with any questions.

OERS facilitates the fingerprinting, reviews the results using pre-set evaluation criteria, and issues and maintains badges. OERS provides this service at the request of the contact and division named above, using the procedure outlined on the next page.

Procedure

1. The Contractor contact reviews the policy with the Applicant and has the Applicant complete the Background Check Authorization and Badge Authorization Form.
2. The Contractor contact submits the forms (in order of priority) to the AOC contact or to OERS. The AOC contact should decide who will have the ongoing responsibility for this action, and inform OERS. If the Contractor contact is submitting a large batch of forms, he or she is responsible for prioritizing them by order of importance. Note: Submitting both forms and a digital picture at once will save time in step 7.

3. For in-state applicants, OERS puts together a packet including instructions and a Live Scan form. OERS e-mails it to the Contractor contact as a pdf file. For out-of-state applicants, OERS puts together a packet including instructions, a paper fingerprint card, and related forms, and sends it to the Contractor contact via U.S. Mail.
4. The Contractor contact gives the Applicant the paperwork and directs the person to get fingerprints taken. A billing code is provided.
5. The DOJ provides the statewide and national background check results to OERS. The response time from DOJ is usually between a week to a month. For status:
 - Applicants who use Live Scan can call an automated service at 916-227-4557 and provide their Applicant Transaction Identifier (a 10-digit number that the scan operator writes on the Applicant's copy of the form).
 - Applicants who use a paper fingerprint card can call 916-227-3823 and speak to a representative from the DOJ Applicant Processing Center.
6. OERS reviews the results to find out if the Applicant is suitable for unescorted access using the list of Evaluation Criteria in the policy, and notifies the AOC contact and Contractor contact. If the Applicant thinks that the background check results that we received are incorrect, he or she will need to contact the DOJ to review the record and correct any errors. The DOJ's Records Review Unit can be reached at 916-227-3849.
7. For suitable Applicants, OERS asks the Contractor contact for a Badge Authorization Form and digital picture (if they have not already been received). OERS obtains the AOC contact's signature on the badge form if he or she has not already signed it.
8. OERS creates the badge and sends it to the Contractor contact for distribution.
9. The Contractor contact notifies the AOC contact and OERS promptly if a contractor is terminated, leaves, or no longer requires access to Restricted Areas. The Contractor contact gets the badge back and forwards it to OERS, who updates the appropriate records.
10. Because the badges have an expiry date (six months from the date they are created), OERS will forward batches of replacements to the Contractor contact to distribute as needed. The expired badges must be returned to OERS to be destroyed.

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Attachments

ATTACHMENT 1

Contractor Background Check Authorization

The designated Administrative Office of the Courts (AOC) contact or Contractor contact is responsible for reviewing this information with Contractor "Applicants." Applicants must read, sign, and date this form.

The AOC contact or Contractor contact will submit this form to the Office of Emergency Response and Security (OERS), which will provide an Applicant Packet with the appropriate instructions and forms for fingerprints. Applicants should address any questions to the AOC contact or Contractor contact.

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

- A statewide criminal history from the California Department of Justice; and
- A national criminal history from the Federal Bureau of Investigation.

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

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

1. OERS will determine my suitability for unescorted access using a list of Evaluation Criteria that are based on DOJ regulations for CLETS.
2. OERS will notify the AOC contact, his or her assistant, and the Contractor contact whether I am suitable for unescorted access. OERS will not, however, disclose any details from the results of my background check.
3. OERS will follow the DOJ instructions to keep the criminal record result information secure. OERS will record the state identification number from the results for tracking purposes, and delete the results after evaluation.

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

Signature: _____ Date: _____

Printed name (please print clearly): _____ Employer: _____

County and state of residence:

Operating company (if different):

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ATTACHMENT 2

Contractor Badge Request

The designated Administrative Office of the Courts (AOC) contact or Contractor contact is responsible for reviewing this information with Contractor “Applicants.” Applicants must complete this form in full and provide a photograph for a badge. The photograph must meet these requirements:

- Be a current picture (one that is no more than six months old);
- Be at least two inches square in size (large enough to be clear);
- Have a resolution of at least 72 dpi (good quality—not blurry);
- Be against a solid background (for example, a white wall); and
- Show the Applicant’s head clearly (i.e., no hats or sunglasses).

The AOC contact or Contractor contact will submit these items to the Office of Emergency Response and Security (OERS). The items will only be used for badging purposes. If the Applicant is suitable for access to Restricted Areas, OERS will send a Contractor badge to the Contractor contact for distribution.

The Contractor must wear the badge in a visible location at all times while in a Restricted Area, and must return the badge if requested or when he or she stops working in the Restricted Area.

Last name: _____ First name: _____
Employer: _____ Operating company (if different): _____
Hair color: _____ Eye color: _____ Height: _____ Year of birth: _____

For AOC contact use only:

Authorized by: _____

AOC Division or region:

| | |
|---|--------------------------------------|
| <input type="checkbox"/> FIN Division | <input type="checkbox"/> OCCM—BANCRO |
| <input type="checkbox"/> IS Division | <input type="checkbox"/> OCCM—NCRO |
| <input type="checkbox"/> OCCM—IDIQ | <input type="checkbox"/> OCCM—SRO |
| <input type="checkbox"/> Other (specify): _____ | |

For OERS use only:

Authorized by: _____ Badge: _____ Date: _____

EXHIBIT O: PM TASKS

[to be determined]

This exhibit is in the form of the attached CD entitled [TTI]

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EXHIBIT P: CWO TASKS

[to be determined]

This exhibit is in the form of the attached CD entitled [REDACTED] [TT2]

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