

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT rev July 2017



AGREEMENT NUMBER
[@Agreement number]

1. In this agreement (“Agreement”), the term “Contractor” refers to **[@Contractor name]**, and the term “Judicial Council” refers to the **Judicial Council of California**.
2. This Agreement is effective as of **[@Date]** (“Effective Date”) and expires on **[@Date]** (“Expiration Date”). This Agreement includes two (2) additional periods for a one (1) year term (“Option Term(s)”).
3. The purpose of this Agreement is to authorize the Contractor to provide an Owner Controlled Insurance Program (“OCIP”) for courthouse constructions projects; this will include the design, marketing, implementation and the administration of the OCIP.

The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.

4. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

- Appendix A – Special Provisions
- Appendix B – Payment Provisions
- Appendix C – General Provisions
- Appendix D – Defined Terms
- Appendix E – Project Description
- Appendix F – Pricing Schedule
- Appendix G – Statement of Work

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

APPENDIX A

SPECIAL PROVISIONS

1. Services.

1.1 Description of Services. Contractor shall perform the Services or Work specified in Appendix G, Statement of Work (“SOW”), and as further delineated in the Work Authorization Process under this Agreement. The dates of performance and schedule of Services or Work will be issued on a written request basis. Contractor agrees to provide and perform the Services or Work set forth in this Agreement and the Work Authorization Process, as well as any other services that are necessary, normal, customary, or incidental to the performance of Contractor’s responsibilities. The written request via the Work Authorization Process may contain additional terms and conditions regarding the Services or Work that is applicable to the authorized Services or Work. However, no provision of any written request via the Work Authorization Process may act to modify or shall conflict with the terms and conditions of this Agreement.

The general Services or Work performed by the Contractor under this Agreement and the Work Authorization Process includes, but is not limited to the design, marketing, implementation and administration of an OCIP.

1.2 Description of Deliverables. Contractor shall deliver to the Judicial Council all work products for OCIP (“Deliverables”) to be created, developed, produced, delivered, performed or provided by the Contractor (or any agent, consultant or Subcontractor of Contractor) to the Judicial Council in connection with Services or Work performed under the Agreement.

1.3 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the Judicial Council may reject the applicable Services or Deliverables. Subject to written approval, the Judicial Council’s Project Manager will notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

A. Timeliness: The Service or Work was delivered on time;

B. Completeness: The Service or Work contained the Data, Materials, and features required in the via the Work Authorization process;

C. Technical Accuracy: The Service or Work is accurate as measured against commonly accepted practices (i.e. a statistical formula, an industry standard, or de facto marketplace standard), and concepts are presented logically and clearly.

1.4 Project Managers. The Project Manager is an assigned representative or designee of the Judicial Council. The Judicial Council may change its Project Manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is an assigned representative or designee of the Contractor. Subject to written approval by the Judicial Council, Contractor may change its project manager without need for an amendment to this Agreement.

1.5 Service Warranties. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the Judicial Council’s

acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the Judicial Council.

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

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

1.8 Work Authorization Process.

1.8.1 The Judicial Council will authorize the performance of Services or Work and spending of funds under this Agreement via written request and as further described below.

A. The Judicial Council's Project Manager will provide the Contractor with a written request describing the Services or Work to be performed. The Judicial Council will include a description of the Services or Work to be performed, including the Project Site for Services or Work;

B. Upon receipt of the written request, Contractor will provide at least three (3) marketing proposals which shall be considered Deliverables under this Agreement for the Services or Work specified in Appendix G that has been requested by the Judicial Council.

C. The Judicial Council will review the Deliverables submitted by the Contractor and make a selection based on cost and ability to meet the specifications of the Services or Work requested.

D. If any of the marketing proposals submitted by Contractor pursuant to section [section 1.8.1.B] above are acceptable to the Judicial Council, the Judicial Council shall notify the Contractor and authorize the issuance of a policy of insurance.

E. Any Work, Services, or any expenditures made prior to Contractor's receipt of a written request by the Judicial Council's Project Manager shall not be payable or compensated unless a Notice to Proceed has been made by the Project Manager.

F. The Judicial Council's Project Manager shall monitor and evaluate Contractor's performance. All requests and communications between Judicial Council and the Contractor regarding the Services or Work must be made through the Judicial Council's Project Manager.

G. Compensation shall either be a Firm Fixed Price or Hourly Rate basis for Services or Work at the billing rates set forth in this Agreement, and in future cost and scope of work submitted by the Contractor.

1.9 Stop Work Orders.

A. The Judicial Council may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree ("Stop Work Order"). The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work

Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the Judicial Council shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.

- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The Judicial Council shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.
 - C. The Judicial Council shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
2. **Acceptance or Rejection.** All Services and Deliverables are subject to acceptance by the Judicial Council. The Judicial Council may reject any Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Judicial Council). If the Judicial Council rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the Judicial Council to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the Judicial Council within ten (10) business days after the Judicial Council's rejection, unless otherwise agreed in writing by the Judicial Council. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council accepts such corrected Service or Deliverable. The Judicial Council may terminate that portion of this Agreement which relates to a rejected Service or Deliverable at no expense to the Judicial Council if the Judicial Council rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

END OF APPENDIX A

APPENDIX B

PAYMENT PROVISIONS

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the Judicial Council, and the Judicial Council shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Judicial Council shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
 - 2.1 **Payment.** The Judicial Council will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services and Deliverables, in accordance with the terms of this Agreement. Contractor shall bear, and the Judicial Council shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs. Notwithstanding any provision in this Agreement to the contrary, payments to the Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
 - A. The total amount the Judicial Council may pay to Contractor under this Agreement ("Contract Amount") shall not in any event exceed all Total Amounts Encumbered to Date on Work and Services authorized under this Agreement.
 - B. For performing the authorized Services or Work under this Agreement, the Judicial Council shall compensate the Contractor for the actual cost at the Firm Fixed Price or Hourly Rates set forth in Appendix F.
 - C. The Firm Fixed Price or Hourly Rates set forth in Appendix F are inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for Services or Work rendered to the Judicial Council.
 - D. The Contractor shall not charge nor shall the Judicial Council pay any overtime rate.
 - E. Contractor shall not invoice the Judicial Council, and the Judicial Council has no obligation to reimburse Contractor for expenses of any type that exceed the aggregate amount for Services or Work contracted under this Agreement.
 - 2.2 **Withholding.** When making a payment tied to the acceptance of Deliverables, the Judicial Council shall have the right to withhold ten percent (10%) of each such payment until the Judicial Council accepts the final Deliverable.
 - 2.3 **No Advance Payment.** The Judicial Council will not make any advance payment for Services.
3. **Expenses.**
 - 3.1 **Allowable Expenses.** Contractor may not submit for reimbursement any expenses.
 - 3.2 **Limit on Travel Expenses.** If travel expenses are allowed under Section 3.1 above: (i) all travel is subject to written preauthorization and approval by the Judicial Council, and (ii) all travel expenses are limited to the maximum amounts set forth in the Judicial Council's travel expense policy.
 - 3.3 **Expense Limit.** Contractor shall not invoice the Judicial Council, and the Judicial Council shall not reimburse Contractor, for expenses of any type that are not authorized under this Agreement.
 - 3.4 **Required Certification.** Contractor must include with any request for reimbursement from the Judicial Council a certification that Contractor is not seeking reimbursement for costs incurred

to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

4. Invoicing.

4.1 Invoicing.

- A. Contractor shall submit invoices to the Judicial Council in arrears no more frequently than quarterly. Contractor's invoices must include information and supporting documentation acceptable to the Judicial Council. Contractor shall adhere to reasonable billing guidelines issued by the Judicial Council from time to time. Invoices shall clearly indicate the following:
- i. This Agreement number;
 - ii. A unique invoice number;
 - iii. The Contractor's name and address;
 - iv. Taxpayer identification number (the Contractor's federal employer identification number);
 - v. Description of the completed Work, including services rendered, hours worked, Task(s) performed, and/or Deliverable(s) made, as appropriate;
 - vi. The contractual charges, including the appropriate rate(s) or firm fixed prices(s) allowable under this Agreement and
 - vii. Preferred remittance address, if different from the mailing address.

Contractor shall include a copy of the authorized written request with all invoices.

- B. The Contractor shall submit one (1) original and two (2) copies of invoices to:

Judicial Council of California
c/o Accounts Payable
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

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

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

END OF APPENDIX B

APPENDIX C
GENERAL PROVISIONS

1. Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Judicial Council is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel that Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Judicial Council if the Judicial Council wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Judicial Council may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Judicial Council of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Judicial Council and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Judicial Council: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Judicial Council, the Judicial Council advises are unacceptable to the Judicial Council.

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

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Judicial Council.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.

- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.
- 2.10 Noninfringement.** The Services and Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3. Insurance.

- 3.1 Basic Coverage.** Contractor shall provide and maintain at the Judicial Council's discretion and Contractor's expense the following insurance during the Term:
- A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent Contractor, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy must provide limits of at least \$2,000,000 per occurrence and annual aggregate.
 - B. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
 - C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
 - D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act,

error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.

- 3.2 Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.
- 3.3 Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall declare to the Judicial Council all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to the Judicial Council's approval. Deductibles and self-insured retentions do not limit Contractor's liability.
- 3.5 Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the performance of this Agreement: the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, Contractor(ies), volunteers or employees.
- 3.6 Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the Judicial Council certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the Judicial Council.
- 3.7 Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.
- 3.8 Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the Judicial Council, the State of California, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, Contractor(ies), volunteers or employees for loss or damage.
- 3.9 Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

3.10 Consequence of Lapse. If required insurance lapses during the Term, the Judicial Council is not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

- 4. Indemnity.** Contractor will defend (with counsel satisfactory to the Judicial Council or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) a latent or patent defect in any Goods, (ii) an act or omission of Contractor, its agents, employees, independent Contractor, or Subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Judicial Council's prior written consent, which consent shall not be unreasonably withheld; and the Judicial Council shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
- 5. Option Term.** Unless Section 2 of the Coversheet indicates that an Option Term is not applicable, the Judicial Council may, at its sole option, extend this Agreement for two one-year terms, at the end of which Option Term of this Agreement shall expire. In order to exercise the Option Terms, the Judicial Council must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.
- 6. Tax Delinquency.** Contractor must provide notice to the Judicial Council immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Judicial Council may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
- 7. Termination**
 - 7.1 Termination for Convenience.** The Judicial Council may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Judicial Council, Contractor shall immediately: (a) stop Services as specified in the Notice; and (b) stop the delivery of Deliverables as specified in the Notice.
 - 7.2 Termination for Cause.** The Judicial Council may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Judicial Council, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
 - 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.

7.4 Termination for Changes in Budget or Law. The Judicial Council's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Judicial Council may terminate this Agreement or limit Contractor's Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Judicial Council if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Judicial Council determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies of the Judicial Council.

- A. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Judicial Council immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Judicial Council may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Judicial Council's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.* If the Judicial Council terminates this Agreement in whole or in part for cause, the Judicial Council may acquire from third parties, under the terms and in the manner the Judicial Council considers appropriate, services or work equivalent to those terminated, and Contractor shall be liable to the Judicial Council for any excess costs for those services or work. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Judicial Council for such services and work be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Judicial Council. Contractor shall continue any Services not terminated hereunder.
- C. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Judicial Council with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Judicial Council-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Judicial Council shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Judicial Council's termination is not for cause, the Judicial Council shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Judicial Council's termination Notice.

7.6 Survival. Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

- 8. Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Judicial Council. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
- 9. Notices.** Notices must be sent to the following address and recipient:

If to Contractor:	If to the Judicial Council:
[name, title, address]	Attn: Manager, Contracts Branch Accounting and Procurement 455 Golden Gate Avenue, 6 th Floor San Francisco, CA 94102-3688
With a copy to:	

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

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

- 10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Judicial Council funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Judicial Council funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- 10.2 Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with Contractor(ies) who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with Contractor(ies) that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is over \$1,000,000 or more, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran (“Iran List”) created by the California Department of General

Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Judicial Council to enter into this Agreement pursuant to PCC 2203(c).

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

10.7 Antitrust Claims. *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Judicial Council all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Judicial Council. Such assignment shall be made and become effective at the time the Judicial Council tenders final payment to Contractor. If the Judicial Council receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Judicial Council any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Judicial Council as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Judicial Council shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Judicial Council has not been injured thereby, or (b) the Judicial Council declines to file a court action for the cause of action.

10.8 Prevailing Wage. *If this Agreement pertains to public works projects, this section is applicable.* Contractor certifies that it is aware of the provisions of the California Labor Code, without limitation, section 1720, et seq., section 1770, et seq., and section 1771.1 that require the payment of prevailing wage rates to certain classes of trade labor, the registration of Contractor(ies), Subcontractors and Sub-subcontractors, and other requirements. The Contractor agrees to fully comply with and to require its Subcontractors to fully comply with all applicable prevailing wage requirements of the California Labor Code.

Contractor also acknowledges that, for purposes of Labor Code section 1725.5, some of its Services may be a public work to which Labor Code section 1771 applies. That portion of the Services is therefore subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and its Subcontractors must comply with Labor Code section 1725.5, including without limitation the registration requirements.

A. If it becomes necessary to employ a craft, classification or type of worker other than

those listed on-line at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>, the Contractor shall contact the Division of Labor Statistics and Research to find the appropriate prevailing wage determination. If the Division of Labor Statistics and Research is unable to identify a determination that is applicable, the Contractor shall notify the Court immediately, and the Court will request a special determination from the Division of Labor Statistics and Research. The rate thus determined shall be applicable from the commencement of the project.

- B. The Contractor and each Subcontractor shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or Subcontractor in connection with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. Upon written request by the Judicial Council, the Contractor's and Subcontractor's certified payroll records shall be furnished within ten (10) days. The Contractor's and Subcontractor's certified payroll records shall be available for inspection at the principal office of the Contractor.
- (1) Contractor shall pay travel and subsistence payments to persons required to execute the work as travel and subsistence payments are defined in applicable collective bargaining agreements filed with the Department of Industrial Relations, pursuant to Labor Code, Sections 1773.1 and 1773.9.
 - (2) Contractor acknowledges and agrees that, if this Agreement involves a dollar amount or a number of working days greater than those specified in Labor Code section 1777.5, then this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance Labor Code section 1777.5 for all apprenticeship occupations.

10.9 Good Standing. Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

11. Miscellaneous Provisions.

- 11.1 Independent Entity.** Contractor is an independent Contractor to the Judicial Council. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Judicial Council. Contractor has no authority to bind or incur any obligation on behalf of the Judicial Council. If any governmental entity concludes that Contractor is not an independent Contractor, the Judicial Council may terminate this Agreement immediately upon Notice.
- 11.2 Subcontractors:** Subcontractors, if any, engaged by the Contractor for any Services or Work required to be performed under the Agreement shall be subject to the written approval of the Project Manager. Contractor agrees to bind every Subcontractor by the terms of the Agreement as far as such terms are applicable to Subcontractor's work, including, without limitation, all indemnification, insurance, and service warranty requirements. If Contractor subcontracts any part of this Agreement, Contractor shall be fully responsible to the Judicial Council for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Agreement shall create any contractual relations between any Subcontractor and the Judicial Council.
- 11.3 Changes and Amendments:** Changes or Amendments to any component of the Agreement can only be made with prior written approval from the Judicial Council. 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. Additional funds may not

be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Amendment Form.

- 11.4 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.5 Audit.** Contractor must allow the Judicial Council or its designees to review and audit Contractor's (and any Subcontractors') documents and records relating to this Agreement, and Contractor (and its Subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any Subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Judicial Council five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Judicial Council in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.6 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or Work. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.7 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Judicial Council's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or Contractor(ies) who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Judicial Council owns all right, title and interest in the Confidential Information. Contractor will notify the Judicial Council promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Judicial Council to protect such Confidential Information. Upon the Judicial Council's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Judicial Council or, if so directed by the Judicial Council, destroy all Confidential Information (in every form and medium), and (b) certify to the Judicial Council in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Judicial Council shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.8 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Judicial Council ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights

at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Judicial Council.

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

END OF APPENDIX C

APPENDIX D

DEFINED TERMS

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

“Agreement” is defined on the Coversheet.

“Amendment” means a written document issued by the Judicial Council and signed by the Contractor which alters the Agreement, and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.

“Contractor” is defined on the Coversheet.

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

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

“Contract Amount” is defined on the Coversheet.

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

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

“Expiration Date” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

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

“Firm Fixed Price” means a single fixed amount or amounts designated as payment for a Deliverable or Deliverables. The actual cost of the Firm Fixed Price is set forth in Appendix F.

“Force Majeure” means a delay which impacts the timely performance of Services or Work which neither the Contractor nor the Judicial Council are liable for because such delay or failure to perform 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; and,
- vi. Unusually severe weather conditions.

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

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

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

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

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

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

“**Services**” is defined in Appendix A.

“**Stop Work Order**” is defined in Appendix B.

“**Subcontractor**” shall mean an individual, firm, partnership, 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 the Agreement. When the Judicial Council 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, suppliers, and materialmen.

“**Task(s)**” means one or more functions, if specified in the Agreement, to be performed by the Contractor for the Judicial Council.

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

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

“**Work**”, “**Services**” or “**Work to be Performed**” may be used interchangeably to refer to the service, work, task, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the Judicial Council. Services or Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Agreement.

“**Work Authorization Process**” is defined in Appendix A.

END OF APPENDIX D

**APPENDIX E
PROJECT DESCRIPTION**

New Redding Courthouse, Shasta County

This project for the construction of the new Redding courthouse building consists of six stories above ground and a basement level, with 14-courtrooms for a total of 177,239 building gross square feet (BGSF) in the city of Redding, county of Shasta. The new courthouse will be built on a block consisting of a 1.94-acre site in downtown Redding, east of the existing main courthouse. The bounding streets are Court, Oregon, Butte and Yuba. The project includes 20 secure parking spaces for the court staff and 6 secure parking spaces for the marshals adjacent to the sally port in the basement level. The project will utilize a Construction Manager at Risk delivery method. This facility will replace one courthouse and annex and three court facilities in Redding, and provide space for a new judgeship from Assembly Bill (AB) 159. (Ch. 722, Statutes of 2007) and a new judgeship from the third group of 50.

Construction Schedule:

Construction Schedule: October 2018 – April 2021
Estimated notice to proceed date: October 2018
Estimated construction start date: October 2018

New Sonora Courthouse, Tuolumne County

This project is for the construction of a new five-courtroom project of 61,537 building gross square feet (BGSF) in Tuolumne County. The new project will be two-stories, with lower level parking and in-custody holding. The new courthouse will replace the existing Sonora court space in the Historic Courthouse, the Washington Street Branch, and the Jury Assembly Room. This project provides a modern, secure, courthouse for the residents of Tuolumne County, replacing existing deficient court facilities and creating operational efficiencies and ongoing savings through consolidation of current court services. The new courthouse will be located on a 4.3-acre parcel and will be one of five new buildings located at the Tuolumne County Law and Justice Center. The new courthouse will be adjacent to a new county jail. The project delivery is Construction Manager at Risk.

Construction Schedule:

Construction Schedule: October 2018 – October 2020
Estimated notice to proceed date: October 2018
Estimated construction start date: October 2018

New Yreka Courthouse, Siskiyou County

This project is for the construction of a new five-courtroom, two story building of 67,459 building gross square feet (BGSF) in the City of Yreka. The project site consists of two lots, totally approximately 2.4-acres across the street from the existing courthouse. It provides 109 public spaces on grade, including five accessible spaces and five underground secure spaces are provided. This new facility will replace the existing space in the Siskiyou Superior Courthouse and the Eddy Building Annex and provides a modern and secure courthouse for Siskiyou County, replacing existing deficient court facilities and creating

efficiencies through consolidation of court services. The project utilizes a Construction Manager at Risk delivery method.

Construction Schedule:

Construction Schedule: December 2018 – December 2020

Estimated notice to proceed date: December 2018

Estimated construction start date: December 2018

New El Centro Courthouse, Imperial County

This project is for the construction of a new four-courtroom courthouse of 47,680 building gross square feet (BGSF), including support spaces and 132 surface parking spaces for public, juror, and staff. The project consolidates court operations from tow facilities and will relive the current space shortfall, increase security, and replace inadequate and obsolete buildings in Imperial County. The site, which is in the City of El Centro, is approximately 3.57-acres. The project will utilize a Construction Manager at Risk delivery method.

Construction Schedule:

Construction Schedule: March 2019 – April 2020

Estimated notice to proceed date: March 2019

Estimated construction start date: March 2019

New Indio Juvenile and Family Courthouse, Riverside County

This project is to construct a new Indio Juvenile and Family Courthouse for the Superior Court of California, County of Riverside. The project provides a five-courtroom facility. The new Courthouse will replace a two-courtroom function from the existing Juvenile Court, absorb two-courtrooms from family division at existing Larson Justice Center, and provide one new judgeship. Included are spaces for court administration, court clerk, court security operations, holding and building support space. Site support will include surface parking for court staff and visitors and a secure sallyport for in-custody transport. The proposed building will be approximately 54,967 building gross square feet (BGSF) with surface parking for 150 cars and has eight secure judges' parking spaces. The delivery method for the construction will be Construction Manager at Risk.

Construction Schedule:

Construction Schedule: February 2019 – August 2020

Estimated notice to proceed date: February 2019

Estimated construction start date: February 2019

Renovation & Addition to Willows Historic Courthouse

This project is for the renovation and expansion of the existing Willows Branch Main Courthouse located in the City of Willows. This project will provide a modern, secure courthouse with three courtrooms for the residents of Glenn County improving the existing deficient court facility and consolidating the Willows and Orland court facilities in Willows to alleviate operational and services restrictions. This

project is ranked in the Critical Need priority group in the Trial Court Five-Year Infrastructure Plan adopted by the Judicial Council of California (JCC) in October 2008, and consequently is one of the highest priority trial court capital-outlay projects for the judicial branch.

Construction Schedule:

Construction Schedule: November 2019 – December 2021
Estimated notice to proceed date: November 2019
Estimated construction start date: November 2019

New Mid-County Civil Courthouse, Riverside County

This project is to construct a new nine-courtroom courthouse of 89,690 building gross square feet (BGSF) in the County of Riverside, in the City of Menifee. The New Mid-County Civil Courthouse will replace the existing five courtroom courthouse and provide space for four new judicial officers. This project is ranked in the Immediate Need priority group in the Trial Court Five-Year Infrastructure Plan adopted by the Judicial Council of California (JCC) in October 2008, and consequently is one of the highest priority trial court capital outlay projects for the Judicial Branch.

Construction Schedule:

Construction Schedule: March 2020 – October 2021
Estimated notice to proceed date: March 2020
Estimated construction start date: March 2020

Agreement No. [@Number] with [@Contractor Name]

APPENDIX F

PRICING SCHEDULE

[This space reserved for the Firm Fixed Price and Hourly Rates submitted in awarded Contractor's Proposal]

END OF APPENDIX F

SAMPLE

APPENDIX G

STATEMENT OF WORK

OVERVIEW

1. **Design, Marketing and Program Procurement**
 - a. Analyze and assess the various risks associated with the project and determine the level of insurance coverage needed to protect the Judicial Council from financial loss.
 - b. Provide an overall conceptual strategy for procurement of the OCIP including consideration of insurance coverage terms, exclusions, markets, market capacity and constraints, risk retention or self-insurance levels, approximate premiums, and deductibles.
 - c. Design the broadest possible insurance program with reasonable deductibles at the most reasonable cost that adequately protects the Judicial Council, participating contractors, and all other parties against the potential risk arising out of the construction activities of the project. Structure the program to eliminate gaps or overlaps in policies and to provide coverage enhancement(s) that will benefit the Judicial Council without limiting or reducing the required coverages.
 - d. Produce a comprehensive submission that incorporates all elements of the program design acceptable to and approved by the Judicial Council. Provide the insurance market(s) with sufficient information to underwrite and price the program in the best interest of the Judicial Council. Provide a copy of the proposed submission document(s) to the Judicial Council for review and approval prior to distribution to underwriters.
 - e. Present submission to the insurance market(s), request quotations by a specified date, respond to the insurer/underwriter questions, arrange meetings or site tours and provide additional data, as requested. Request all program policies be quoted net of commission.
 - f. Receive and analyze the insurer/underwriters quotations, determine whether they meet the specifications, whether the price is reasonable, and prepare and submit a written analysis to the Judicial Council. Identify the best OCIP insurance solutions including appropriate coverage, policy limits, and risk-financing structure. Contingent commission shall not be accepted and full disclosure shall be required.
 - g. Schedule interviews with the most qualified insurance carriers. Arrange for participation by appropriate Judicial Council personnel in the interview process.
 - h. Provide updates to the Judicial Council regarding the status of the marketing effort as requested.
 - i. Negotiate acceptable terms and conditions, as respects to coverage and premiums, in order to obtain the most comprehensive and cost-effective coverage available. Assure all coverages are placed with reputable and financially responsible insurers.

- j. Bind coverage as instructed by Judicial Council personnel. Obtain prompt issuance of certificate (COI) and policies after coverage is bound.
- k. Review all program policies upon receipt to verify conformance with the specifications and negotiations. Request and aggressively follow-up for any required changes or amendments.
- l. Verify the contract language and accuracy of each policy, binder, certificate, endorsement, financial document or other document received from insurer(s). The Contractor shall provide its comprehensive review by affixing the signature of an authorized representative of the successful Contractor to each page of all coverage documents. Request and aggressively follow-up for any required changes or amendments.
- m. Verify the accuracy of all rates, premiums charged and the accuracy of all audits
- n. Submit originals of all policies and endorsements to the Judicial Council promptly.
- o. Coordinate and obtain ongoing services between the Judicial Council and insurance carriers including safety, claims management, risk management information system reporting and access, health care provider selection and other services as applicable.
- p. Represent the Judicial Council in all negotiations with insurers, underwriters, insurance regulatory authorities and other parties as respects the OCIP on an ongoing basis.
- q. Answer insurance coverage and OCIP program questions from the Judicial Council and/or its consultants, contractors or subcontractors in a timely manner. Attend meetings as requested.

2. **Administrative Services**

- a. Design and implement an effective work plan, as detailed by the Judicial Council to establish activities, milestones, deliverables, staffing, reporting intervals and other matters as negotiated in the contract for OCIP services.
- b. Design and implement an effective plan to accurately calculate the savings realized under the OCIP and transmit the information to the Judicial Council. The plan should include details on the collection and review of all required documentation from participating contractors to determine what premiums would have been paid were the OCIP not implemented.
- c. Provide a feasibility analysis for the projects to include the projected payroll, credits, OCIP costs, estimated losses, fees and any other applicable costs for the projects. Produce ongoing reports that compare the actual results to the feasibility analysis.
- d. Assist with the preparation of, and recommendation of, insurance and OCIP language for all construction documents relative to the OCIP including but not limited to Invitation to Bid Documents, OCIP Procedure Manual, Safety Manual, Pre-Bid Materials and related documents. Review and analyze contract or specification documents to ensure all necessary OCIP provisions, including credit tracking, have been correctly and consistently incorporated in all documents.

- e. Ensure the OCIP complies with all relevant laws and regulations.
- f. Establish procedures and create flow charts with timelines for all administrative processes related to the OCIP to include credit tracking, enrollment, payroll reporting, claim reporting, meeting attendance, monthly progress reporting and close out procedures.
- g. Prepare and distribute pre-bid documents to contractors and subcontractors as needed which provides information about the program and establish procedures including credit tracking methods, eligibility for participation, enrollment, payroll reporting, safety program, claims reporting, statistical recordkeeping and other requirements.
- h. Prepare and distribute an OCIP Procedure Manual that provides detailed information about the program and established procedures including credit tracking methods, eligibility for participation, enrollment, payroll reporting, safety program, claims reporting, statistical recordkeeping and other requirements.
- i. Attend pre-bid and pre-construction conferences to explain the program and answer questions.
- j. Educate contractors thoroughly regarding all aspects of their participation in the OCIP. Provide assistance to contractors as needed to include meetings and assistance with form completion and credit calculations.
- k. Review contractors' support documents used in estimated OCIP savings for accuracy.
- l. Ensure timely and accurate enrollment of all parties to be insured by the OCIP. Follow up for missing enrollment information.
- m. Issue evidence of enrollment, certificates of insurance, and insurance policies to all insured parties.
- n. Issue evidence of insurance as required to third parties.
- o. Request and ensure timely and accurate reporting of contractor payroll as required for reporting purposes, premium calculations and/or to allow for payroll-based loss analysis. Promptly and aggressively follow-up for missing payroll.
- p. Verify compliance of insurance requirements, established for the projects in addition to coverage provided by the OCIP, by enrolled contractors. Follow-up for evidence of missing or expired coverages.
- q. Verify compliance of insurance requirements established for the projects by other parties including consultants, vendors and other non-enrolled parties. Follow-up for evidence of missing or expired coverages.
- r. Keep current on exposure changes and amend the policies as appropriate.
- s. Request modifications to coverage from underwriters as required. Monitor changes and amendments requested by the Judicial Council, ensuring that the appropriate policy endorsements are issued.
- t. Verify accuracy of bills, audits, and other premium adjustments. Advance premium when necessary to the insurer.

- u. Produce timely, accurate and concise invoices.
- v. Process in a timely manner and be responsible for any funds to or from the Judicial Council (except brokerage fees) entrusted to the successful Contractor until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond this agreement's expiration date until all the entrusted funds are received by the payees.
- w. Facilitate insurer premium audits.
- x. Facilitate timely contractor close out calculations.
- y. Coordinate the timely filing of required workers' compensation statistical reports.
- z. Monitor insurers' financial status; advise immediately of any downgrading of insurer's financial status; evaluate impact to the Judicial Council and actions to be taken to protect the Judicial Council's interest. It is expected that the successful Contractor will immediately advise the Judicial Council of anything that can adversely affect the financial stability or coverages within this OCIP program. An internal analysis and review of reporting agencies such as A.M. Best or Moody's would be expected.
- aa. Provide advice regarding other coverages or other OCIP insurance programs/subjects if requested by the Judicial Council.
- bb. Meet monthly or as needed with Judicial Council personnel to discuss insurance issues, claims, loss trends and other matters affecting the OCIP.
- cc. Provide ongoing process improvement to include the identification and recommendation of methods or procedures that would more efficiently expedite the flow of information and/or documents and minimize the necessity of involvement by Project Management personnel.
- dd. Provide, with the concurrence or at the request of the Judicial Council, seminars and training sessions related to coverages or OCIP administrative issues to State Personnel and others as requested by the Judicial Council.
- ee. Collect monthly payroll data by class code.
- ff. Until final close out of the OCIP, provide claims run-off services to include those items listed under Claims Services.
- gg. Provide a comprehensive monthly report as required by the Judicial Council to enable analysis of the overall program performance, coverages, compliance with insurance requirements and safety and claims activity. The reports shall minimally include:
 1. Financial performance of program to date.
 2. List of enrolled contractors.
 3. Contractors insurance cost information.
 4. Reported payroll information.
 5. Claim activity to date along with updates on open claims.
 6. Listing of missing contractor information or documentation.
 7. Copy of latest safety reports with a status of each recommendation.

- hh. Provide, annually, a stewardship report chronicling the Contractor's activities during the year and make future recommendations. Such a stewardship report shall include:
1. Summary of OSHA reportable incidents.
 2. Loss experience with detailed event and cost analysis.
 3. Summary of major incidents during the period (a plan for correcting deficiencies can be included where appropriate).
 4. Status of any litigation proceedings.
 5. OCIP premium expenditures.
 6. OCIP costs by category with cost benefit analysis of loss control efforts staffing levels.
 7. Schedule of enrolled contractors and their estimated payroll, reported payroll and deducted insurance costs.
 8. Projected financial results.
 9. Recommended enhancements or changes to program.
 10. Observations and recommendations regarding new developments in the insurance marketplace.
 11. DVBE participation report.
- ii. Prepare, at each projects and program end, a closeout report documenting savings and success of the OCIP. In addition to providing the report, the contractor shall perform the following activities:
1. Obtain final payroll information.
 2. Assist in resolving all outstanding claims.
 3. Audit any dividend or final premium calculation and prepare a findings report.
 4. Assist in any negotiations with insurers regarding reserves and applicable adjustments.
 5. Assist in collection of return premiums or dividends due under the OCIP from insurers.
 6. Allocate returns resulting from a loss sensitive program, if any, according to a previously agreed upon methodology that rewards the projects based upon safety.

3. Safety and Loss Control Services

- a. Contractor-provided professional loss control services at levels described in Section 2.2 Description of Services in order to promote safety awareness and ensure favorable OCIP results. The on-site professional(s) must have a minimum of ten (10) years relevant heavy-commercial construction loss control work experience working on projects similar in size and type as described in Attachment 13-Description of Courthouse Construction Projects. At minimum, the on-site safety professional must have the OSHA 30 and Construction Health and Safety Technician Certification ("CHST").
- b. Assist the Judicial Council and the general contractors with the development, implementation, oversight, and maintenance of a master OCIP loss control plan, specific to each project, within 30 days of the OCIP services contract award. The program should specify loss control responsibilities for each party to include the Judicial Council, general contractors, subcontractors of all tiers, insurance carrier and Contractor's personnel;
- c. Provide risk control services to include periodic exposure, identification, risk evaluation and controls;

- d. Develop and implement a hazard evaluation and inspection program;
 - e. Develop, implement and institute training programs as requested by the Judicial Council;
 - f. Monitor insurance carrier risk consultant activities, including site visits, reports and follow-up activities ensuring consistent and top-level services; direct insurer safety activities as appropriate;
 - g. Review and recommend changes to safety language for bid specifications and contract language as requested;
 - h. Assist with contractor and subcontractor safety program reviews as requested;
 - i. Evaluate the construction operations and make ongoing recommendations to the Judicial Council as respects the safety program. Include a cost benefit analysis of recommendations as requested;
 - j. Participate, upon the Judicial Council's request, in all pre-bid, pre-construction, and safety meetings. Promote a positive and serious attitude toward safety;
 - k. Monitor and analyze program loss runs to identify developing loss problems and patterns on an ongoing basis and in conjunction with claims personnel. Recommend and initiate solutions as approved by the Judicial Council;
 - l. Represent the Judicial Council's interest in any safety or loss control negotiations with the insurance carriers;
 - m. Review and comment on the safety provisions in construction contracts and documents and provide recommendations for improvements;
 - n. Attend progress meetings as needed and address safety issues on noncompliance with rules, regulations and the OCIP safety program standards;
 - o. Conduct Pre-work Hazard Assessments as appropriate to identify potential safety concerns and recommend procedures to eliminate or reduce hazards;
 - p. Review contractors' completed Job Safety Analysis (JSA) and recommended procedures on Pre-work Hazard Assessments;
 - q. Report all safety, health, security and environmental issues that result in conflict, and assist in implementing immediate corrections. Interface with the Judicial Council's and Contractors' staff to coordinate timely correction of identified hazards;
 - r. If requested, review safety submittals including safety programs, JSAs, and resumes of construction activities, claims, and trends.
- s. Assist insurance companies with the identification and establishment of Occupational Health Clinics to be used for injuries covered by the OCIP;
- t. Assure that notification of OSHA occurs in the event of serious injury or fatality.
 - u. Conduct regular safety inspections with contractor safety representatives, including HazCom compliance, record-keeping reviews and maintaining documentation;

- v. Conduct and submit quarterly Contractor Safety Records and Performance Audits to assure that OSHA and contract requirements are being met;
- w. Monitor Contractor compliance with safety regulations and requirements;
- x. Attend various Contractors' Tailgate Safety Meetings to ensure meetings are being conducted as required by OSHA, and that the meetings are positive and productive;
- y. Review trends, work procedures, new and revised OSHA regulations, and job safety analysis;
- z. Review site-specific hazards, requirements and the identification and correction of hazards;
- aa. Assist in the investigation of accidents and conduct accident review meetings within 48 hours of an accident, prepare a review report identifying safety violations, causative agents, corrective actions and disciplinary actions;

Ensure that all appropriate records are maintained as required by State and Federal regulations, and that all Contractors are in compliance.

- bb. Document disciplinary action taken involving employees who fail to comply with OSHA or Project Safety Program requirements;
- cc. Maintain record of project incident and severity rates and total project hours;
- dd. Coordinate and make cost effective use of safety personnel and resources;
- ee. As necessary, assist in the development and implementation of a program-wide Safety Training Program to train the Judicial Council, Consultants and Contractor personnel as needed; i.e., OSHA 10-Hour Course, First Aid/CPR, Confined Space Entry ("CSE") and other specific training as required in the construction safety orders maintaining documentation for these activities;
- ff. As necessary, conduct monthly Contractor Safety Meetings for all OCIP projects on an as needed basis;
- gg. As necessary, conduct a pre-work safety orientation for Contractors' project supervisors and foremen on an as needed basis.

4. **Claims Management Services**

- a. Assist the Judicial Council in management of claims, to their conclusion, for no additional fees by providing the full range of claims services.
- b. Assist in the development of a well-coordinated claims program between the Contractor, insurers, the Judicial Council and contractors of all tiers;
- c. Assist in the development and procurement of a favorable claims service agreement.
- d. Establish special handling procedures to ensure proper recognition of each claim as an OCIP related claim, with its unique characteristics;
- e. Develop claim and accident reporting procedures for each major line of coverage. Distribute and make available to all OCIP participants;

- f. Establish a local network of healthcare providers for each project;
- g. Develop OCIP claims management and coordination procedures to minimize the cost of claims;
- h. Arrange for the recommendation or utilization of any identified medical providers or services near each project site. Negotiate fees with medical providers;
- i. Coordinate the timely filing of workers' compensation and general liability reports to insurance carriers and governmental agencies;
- j. Provide oversight of the adjustment and settlement of claims and losses including insurance carrier allocated expense activities by the insurer or its authorized third-party administrator;
- k. Monitor claims management activities and adherence to the claim service agreement;
- l. Analyze OCIP insurers' claims and loss reserves and negotiate appropriate changes as recommended by the Judicial Council;
- m. Provide recommendations for cost containment, structured settlements and other areas to reduce claims costs;
- n. Review the accuracy, adequacy and timeliness of all loss runs and reports and make changes as needed, including the proper designation of claims;
- o. Provide expert assistance on coverage, policy and claim interpretation;
- p. Assist the Judicial Council in the resolution of all outstanding claim disputes and to obtain timely payments on all claims. Provide explanations as needed regarding denied or uncovered claims;
- q. Audit OCIP insurer's claims management prior to quarterly claims meetings about the adequacy of insurer's handling of each open claim with reserves in excess of \$10,000;
- r. Conduct quarterly claims review meetings with the Judicial Council and insurer representatives;
- s. Serve as liaison between the Judicial Council and the OCIP insurers for OCIP claims;
- t. Maintain accurate claim data by accident date, by contractor, and such other criteria as may be relevant or requested;
- u. Provide claim status reports in form and frequency and severity as requested by the Judicial Council;
- v. Recommend deductible levels and apply deductibles to appropriate contractors for each claim if requested;
- w. Assist the Judicial Council in coordinating claims with existing insurance programs, if necessary.

5. **Risk Management Information Services**

Contractor(s) will provide a system or systems that will:

- a. Provide an annual stewardship report summarizing progress, financial information, relevant activities, safety, claims and other pertinent information, these reports shall be in an electronic format;
- b. Maintain contractor data to include:
 1. List of all contractors including name, address and phone number,
 2. List of contractors by tier/relationship (e.g. general contractor, subcontractor, sub-subcontractor, etc.),
 3. Contract date, startup date, and completion date for each contract,
 4. Experience modification factor, estimated contract amount, description of work, payroll data, labor classifications, rates and premiums,
 5. Reported payroll.
- c. Provide a system to track receipt of required forms for each project, enrollment status and print reports to track missing information;
- d. Track receipt and transmittal of certificates, policies and endorsements;
- e. Record information on injuries to persons and damage to property;
- f. Record deductible payment information.

END OF APPENDIX G