

## Attachment 6 Draft Contract – Addendum 3

**JUDICIAL COUNCIL OF CALIFORNIA  
STANDARD AGREEMENT COVERSHEET** (rev [March 2019])

AGREEMENT NUMBER <b>[Agreement Number]</b>
FEDERAL EMPLOYER ID NUMBER <b>[Fed. Employer ID Number]</b>

1. In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “Judicial Council” refers to the Judicial Council of California.

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2. This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.

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3. 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 maximum amount that the Judicial Council may pay Contractor under this Agreement is \$**[Dollar amount]**.

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5. 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. If there are any inconsistent terms in the exhibits, the following is the order of precedence: G, A, B, F, E, C and D.

- |   |   |  |
|---|---|--|
| Exhibit A: Definitions                                | Exhibit H: Prevailing Wage Labor Certification Form | Exhibit O: Background Check Policy       |
| Exhibit B: Scope of Work                              | Exhibit I: Sample Invoice                           | Exhibit P: Facility PM Task Matrix       |
| Exhibit C: PM – Firm Fixed Price Work                 | Exhibit J: Facilities List                          | Exhibit Q: PM Procedures by System       |
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| Exhibit E: Manner of Performance                      | Exhibit L: Job Descriptions                         | Exhibit S: Delegated List                |
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JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> <b>[Contractor name]</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
DATE EXECUTED	DATE EXECUTED

SAMPLE ONLY – DO NOT SIGN

**Attachment 6**  
**Draft Contract – Addendum 3**

## 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 as set forth in detail in Exhibit E, Section 10.

**“Amendment”** means a written document issued by the Judicial Council 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 Judicial Council pursuant to Exhibit E, Section 4.3 (“The Judicial Council 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 E, Section 4.3.

**“Asset”** Is any piece of property and/or equipment identified by the JCC with a significant identifier (alpha or numeric) that will either be preventatively maintained and/or identified for future maintenance, repair or restoration.

**“Base Contract”** means the five (5) year base contract period with a period of performance of services from July 1, 2020 through June 30, 2025.

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

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

**“CAFM”** means the Judicial Council’s Computer Aided Facility Management system.

**“Change Order.”** A written order approved by the Judicial Council signed by the Judicial Council and the Contractor that alters the scope including preventive maintenance detailed in the scope and not limited to adding or deleting courts. While these change orders authorize work the contract will be conformed from time to time to formally said changes order into the contract.

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

**“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the Judicial Council’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 Judicial Council 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 Judicial Council or a Court.

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

**“Contract Term”** means the five (5)-year Base Contract with two, three (3)-year option extensions by the Judicial Council.

**“Contractor”** means the legal entity responsible for delivery of all contract services.

**“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) labor costs calculated in accordance with Exhibit F, 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 D, Section 2 (“Cost Plus Work”).

**“Counties”** means the counties in a particular Designated Region.

**“Court Liaison”** means the Court employee designated in a TO to provide Court input regarding Work.

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

**“Critical Peak Pricing”** means when utilities observe or anticipate high wholesale market prices or power system emergency conditions, they may call critical events during a specified time period (e.g., 3 p.m.—6 p.m. on a hot summer weekday), the price for electricity during these time periods is substantially raised.

**“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 condition that is negatively impacting the performance of a system or equipment that cannot be remedied through routine Preventative Maintenance in a Facility identified by the Contractor during its walk through as specified in Exhibit C, Section 7 (“Deficiencies”).

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

**“Designated Region”** means the region consisting of designated California counties.

**“DMV”** means the California Department of Motor Vehicles.

**“DOJ”** means the California Department of Justice.

**“Effective Date”** means May 1, 2020.

**“EPSC”** means Emergency Planning and Security Coordination.

**“Escort”** means to provide an Approved Person to escort and monitor another Contractor or Subcontractor employee or any other Third Party.

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

**“Facility”** or **“Facilities”** means any Facility or Facilities listed in Exhibit J, as revised by the Judicial Council from time to time.

**“Facility Modifications”** or **“FM”** are repairs, enhancements, improvements, modifications, or other tasks.

**“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 Judicial Council will pay the Contractor to compensate the Contractor for all of the following:

- (i) all Training,
- (ii) all Management and Support Staff,
- (iii) all Preventative Maintenance,
- (iv) all Work performed pursuant to a PM,
- (v) all plans, reports and Deliverables described in Exhibit C, Section 4.6 (“Plans, Studies, and Reports”) and elsewhere in this Agreement,
- (vi) all Escorting required in the performance of Firm Fixed Price Work or Cost Plus Work, and
- (vii) the preparation of any Cost Plus Proposals.
- (viii) all Travel from HQ to Facilities shall be included.

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

**“Full Performance Date”** means July 1, 2020.

**“Full Time Equivalent”** or **“FTE”** 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.

**“Judicial Council”** means the Judicial Council of California.

**“Key Performance Indicators”** or **“KPIs”** are measurements of performance used in periodic reports.

**“Labor Cost Factor”** means a factor of 30%, applied to labor costs as specified in this Agreement.

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

**“Manager”** means the assigned regional manager from the Facility Operations Unit of the Judicial Council.

**“Material(s)”** 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 Judicial Council will pay to Contractor for the Work performed pursuant to a TO.

**“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.

**“Facility Services”** means the Judicial Council’s Facilities Services Offices (FSO).

**“Option Period 1”** means the Contract Option Period 1, if exercised by the Judicial Council, with a period of performance from July 1, 2025 until June 30, 2028.

**“Option Period 2”** means the Contract Option Period 2, if exercised by the Judicial Council, with a period of performance from July 1, 2028 until June 30, 2031.

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

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

**“Phase-Out Period”** means the sixty (60) day period immediately prior to the expiration or termination of this Agreement.

**“Prevailing Wage”** means the general prevailing wage for the applicable craft and classification of a worker, and the special prevailing wage determination for Stationary Engineer as issued by the Department of Industrial Relations on [March 19, 2020 or April 17, 2020 depending on region], attached hereto as Exhibit W; all as determined by the California Department of Industrial Relations pursuant to Labor Code section 1770 and 1773. This amount includes the basic hourly rate for a worker along with any applicable “employer payments” including (i) health and welfare, (ii) pension, (iii) vacation/holiday, (iv) training, and (v) other payments. If applicable, this amount will include overtime and recognized holidays. Prevailing Wage as used herein does not include any costs associated with travel and/or subsistence payments pursuant to Labor Code sections 1773.1 and 1773.9, as such costs are governed by Exhibit F. 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 Q which are to be provided by the Contractor 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. TOs for PM are generally issued monthly. All Preventative Maintenance to be performed by a Stationary Engineer and 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 TO issued pursuant to this Agreement, including the Work of Contractor and its Subcontractors.

**“Project Manager”** means the Facility Services staff member designated to manage Work.

**“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.

**“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, in-custody holding, Sheriff areas 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 Facility Services’ Risk Management Unit.

**“Service Level Agreement”** or **“SLA”** means the contractual timeframe that the Contractor must respond to an activity or Task Order.

**“Service Work Order”** or **“SWO”** refers to a written or electronic document that specifies a task or set of tasks ordered by the JCC, and any special instruction applicable to the performance of those tasks. Every SWOs has a unique numeric identifier generated within the Judicial Council’s Computer Aided Facility Management system (CAFM) when creating a work request and may be issued for the following types of work: TOFM, or PM The Judicial Council, a court representative, or the Contractor may identify work requests required to maintain, repair, or improve a Facility and create a SWO in CAFM for the tracking and invoicing the completion of those work requests.

**“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 the 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.

**“Spill, Prevention, Control and Countermeasure Plan (SPCC)”** Spill, Prevention, Control, and Countermeasures Plan (SPCC Plan) means plans developed to comply with Title 40 Part 112 Oil Pollution Prevention and Health and Safety Code Division 20 Section 25270.

**“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 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, agents, suppliers, and/or materialmen.

**“TO Issuance Time”** means the date and time a Task Order is approved and released to the Contractor.

**“Task Order”** or **“TO”** means a measurable event that is compensated as a Cost-Plus activity and not a Preventative Maintenance activity as defined under the Fixed Price of the Agreement.

**“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 J 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 on Cost Plus work to a Contractor or Subcontractor employee for time spent traveling to or from a Facility to perform Work. For FFP work there is no separate payment for travel time and wherever possible Cost Plus shall be coordinated with FFP work resulting in no compensable travel time.

**“Work”** means any Facility-related services or work requested by the Judicial Council.

*End of Exhibit*

**EXHIBIT B: SCOPE OF WORK**

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## **EXHIBIT B: SCOPE OF WORK**

### **1 General**

- 1.1 The Contractor shall provide proactive maintenance and repair services, timely response and 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, and as required in the other provisions of the Agreement.
- 1.2 The overall general scope of services to be provided by the Contractor includes:
  - 1.2.1 Proactive facility maintenance for scheduled and unscheduled maintenance in the Facilities.
  - 1.2.2 Repair of equipment and systems located in the Facilities.
  - 1.2.3 Respond to maintenance/repair due to equipment or system failures within Judicial Council Guidelines and Procedures.
  - 1.2.4 Facilities Operation Management (FOM) including supervision, personnel, labor, Materials, supplies, tools, vehicles, equipment, and other items and services necessary to perform all Work.
  - 1.2.5 Planning, scheduling, and coordination for the efficient, effective, economical, and satisfactory operation of the Facilities.
  - 1.2.6 Assessing the conditions of the buildings and their systems, as well as implementing the building operations and Preventative Maintenance programs necessary to maintain, preserve, and keep the Facilities in good operating condition and repair.
  - 1.2.7 Performance of operations and maintenance required/related to facility modifications.
  - 1.2.8 Ensuring compliance with environmental, health, & safety laws and regulations.
  - 1.2.9 Janitorial services resulting from and/or as a by-product of services provided by the Contractor to the Judicial Council.

1.3 **Cost Element 1A - Firm Fixed Price Work (See Exhibit C) will include, but is not limited to:**

- 1.3.1 Individual Facilities Equipment Preventative Maintenance (Monthly / Quarterly / Semi Annual / Annual)
- 1.3.2 Water Fountain Maintenance
- 1.3.3 Fuel Storage Tanks and related piping and devices (Visual Inspection / Monitoring)
- 1.3.4 Hardscape / Exterior (Visual Inspection)
- 1.3.5 Landscape Maintenance
- 1.3.6 Pest Control Services
- 1.3.7 Rounds and Readings (Daily / Weekly / Monthly)
- 1.3.8 Water Treatment

1.3.9 The Firm Fixed Price includes those costs for services identified in the table below. Each Facility includes a variety of equipment types and building needs that require periodic maintenance. For each Facility, the Judicial Council has reviewed building components and categorized them into the categories in the table below. Based upon the Facility and industry standards, as well as manufacturer recommendations, the frequency for the scheduled maintenance/activities is provided by Facility.

System ID	Planned Task
A1	Access Doors, Gates, Sally Port
<b>H1</b>	<b><i>Air Cooled DX (Split-System)</i></b>
<b>H2</b>	<b><i>Air Handling Unit (Air-Cooled DX/ Package)</i></b>
H3	Air-Cooled Chiller
H4	Centrifugal Chiller
H5	Cooling Tower (Induced Draft)
H6	Ice Chiller Tank
<b>H7</b>	<b><i>Geothermal System</i></b>
H8	Water Source Heat Pump
H9	Fan Coil System
<b>H10</b>	<b><i>Supply / Return Fan and Exhaust Fan</i></b>

System ID	Planned Task
<b>H11</b>	<b><i>Evaporative and Spot Coolers</i></b>
<b>H12</b>	<b><i>HVAC Unique System</i></b>
E1	Electrical Panels
E2	Emergency Generator
E3	Motor Control Center (MCC)
<b>E4</b>	<b><i>Automatic Switch Gear</i></b>
<b>E5</b>	<b><i>Building Automation Systems</i></b>
E6	Transformer (Dry-Type)
E7	Uninterruptible Power Supply (UPS)
<b>E8</b>	<b><i>Lighting &amp; Controls (Interior / Exterior)</i></b>
<b>E9</b>	<b><i>Electrical Unique System</i></b>
L1	Life Safety
<b>L2</b>	<b><i>Reduced Pressure Backflow Preventor</i></b>
<b>P1</b>	<b><i>Boiler (Condensing)</i></b>
<b>P2</b>	<b><i>Domestic Water Heater (Gas-Fired, Condensing)</i></b>
<b>P3</b>	<b><i>Domestic Water Heater (Electric, Non-Condensing)</i></b>
<b>P4</b>	<b><i>Boiler (Steam, Low Pressure)</i></b>
P5	Steam System
P6	Pneumatic Compressor
<b>P7</b>	<b><i>Unique Plumbing System</i></b>
R1	Rounds and Readings
<b>V1</b>	<b><i>Vertical Transportation Systems</i></b>
<b>W1</b>	<b><i>Water Treatment Services</i></b>
<b>B1</b>	<b><i>Building Exterior / Hardscape</i></b>
<b>F1</b>	<b><i>Fountain Maintenance</i></b>

System ID	Planned Task
<b><i>F2</i></b>	<b><i>Above-Ground / Underground Fuel Storage Tanks</i></b>
<b><i>G1</i></b>	<b><i>Landscape Maintenance</i></b>
<b><i>PC1</i></b>	<b><i>Pest Control Services</i></b>
<b><i>PV1</i></b>	<b><i>Photovoltaic (PV) System</i></b>
<b><i>C1</i></b>	<b><i>Account Management and Supervision</i></b>
<b><i>C2</i></b>	<b><i>Fee (monthly)</i></b>

**1.3.10 Cost Element 1B Fixed-Price Per Event Task Order Work - Cost Element 1B**

The following tasks will be fixed-priced per event by facility and include: snow removal (hourly rate) and toilet blockage (detention, non-detention) and bio-waste clean up. All of these components are included in Cost Element 1B.

System ID	Planned Task
S1	Snow Removal
I1	Blocked Toilet- In Custody
I2	Blocked Toilet- Public/Court Staff
I3	Bio-Waste Clean Up-Disposal-Event
I4	Bio-Waste Clean Up- Hourly Rate

**1.4 Cost Element 2 - Task Order Work (See Exhibit D) may include, but will not be limited to:**

- 1.4.1 As-built and CADD record management
- 1.4.2 Building automation systems maintenance and repair
- 1.4.3 Bulk waste removal and recycling
- 1.4.4 Carpeting and flooring maintenance and repair
- 1.4.5 Civil, electrical mechanical, structural and life, fire and safety engineering

- 1.4.6 Data center facility support
- 1.4.7 Deficiencies
- 1.4.8 Electrical maintenance and repair
- 1.4.9 Electrical utilities maintenance and repair
- 1.4.10 Electronic building systems maintenance and repair
- 1.4.11 Elevators maintenance and repair
- 1.4.12 Environmental, Health and Safety compliance management
- 1.4.13 Equipment rental
- 1.4.14 Escalators maintenance and repair
- 1.4.15 Exterior window cleaning and façade maintenance
- 1.4.16 Gas & oil utilities maintenance and repair
- 1.4.17 Graffiti removal
- 1.4.18 Grounds keeping services
- 1.4.19 Hazardous Materials management and disposal
- 1.4.20 HVAC maintenance and repair
- 1.4.21 Identifying and estimating capital repairs and improvement plans
- 1.4.22 Lighting maintenance and repair (bulbs, ballasts and lamps)
- 1.4.23 Maintaining regular liaison with building tenants/occupants and resolving building-oriented complaints
- 1.4.24 Maintenance planning and scheduling
- 1.4.25 Materials and inventory management
- 1.4.26 Move management
- 1.4.27 Moving services
- 1.4.28 Paint maintenance and repair

- 1.4.29 Parking management
  - 1.4.30 Perform Facility modifications, alterations or other necessary related Work
  - 1.4.31 Plumbing maintenance and repair
  - 1.4.32 Subcontract management
  - 1.4.33 Thermal utilities (steam, hot water, chilled water) maintenance and repair
- 1.5 For non-Preventative Maintenance Work related to the Firm Fixed Price Work above and additional repairs, replacements, and other necessary related Work, such Work shall be provided on a Cost-Plus basis. The price sheet by Facility provides the basis for the individual pre-determined Work elements costs.
- 1.6 There are three (3) levels of responsibility for Facilities: (i) Judicial Council-managed Facilities where the Judicial Council has full responsibility for the Facility, (ii) county-managed Facilities where the Judicial Council has responsibility for court-exclusive space in those Facilities, and (iii) leased Facilities, where the Judicial Council's responsibilities vary from Facility to Facility.
- 1.7 The current list of Facilities is attached as Exhibit J. 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 Judicial Council may add or remove Facilities to the list or make changes to the level of responsibility for a Facility. When the Judicial Council adds a Facility to the list; removes a Facility from the list; or changes the level of responsibility for a Facility, the Judicial Council will make the applicable adjustments to the Firm Fixed Price in accordance with Exhibit C. Such addition, removal, or change will be addressed using the change order process as discussed in Exhibit G, section 14.1.
- 1.8 All planned and scheduled maintenance will be performed for all Facilities as identified by system and the scheduled maintenance matrix provided in Exhibit P. Each scheduled maintenance procedure is detailed in the Exhibit Q.

*End of Exhibit*



## **EXHIBIT C: PREVENTATIVE MAINTENANCE – FIRM FIXED PRICE WORK**

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## **EXHIBIT C: PREVENTATIVE MAINTENANCE – FIRM FIXED PRICE WORK**

### **1 Firm Fixed Price Work**

The Contractor shall provide all the elements of this Section within its Firm Fixed Price.

#### **1.1 Program Purpose**

The purpose of the Preventative Maintenance (PM) program is to perform planned activities for recurring maintenance activities.

Implementation of this program results in compliance with codes, permits, and industry standard maintenance practices. Additional results include the ability to predict and manage costs relative to asset lifecycle management.

The benefit of running a PM program is a decrease in overall asset lifecycle costs. Additional benefits include identification of system repairs or the failure of associated hardware allowing for proactive repair rather than reactive management. Compliance with codes and permits mitigates fines and other governmental penalties.

#### **1.2 Scope of Services**

The PM program has been developed based on the Judicial Council's perspective of proactive services and procedures. The nature of the PM tasking is generic, based on industry standard equipment profiles. All annual PM will be performed on all Facilities identified in Exhibit P and performed in accordance with Exhibit Q within ninety (90) Days of the Full Performance Date. Specific procedural steps may be required for specialty equipment and the implementation of the PM activities. It is the Service Provider's responsibility to align hardware specific tasking based on the actual equipment requirements.

#### **1.3 Cost Element 1**

Firm Fixed Price will be comprised of the following two cost elements:

Firm Fixed Price Work - Cost Element 1A: The Cost Proposal must include the list of facilities, by region, for which the SPF seeks to provide services along with details as to the level of service and itemized Preventative Maintenance (PM) tasks that must be priced to establish a base "Total Cost of PM Services."

Firm Fixed Price Work - Cost Element 1B

Pre determined task orders (TO) will be performed on a fixed price per event basis. Examples of pre determined fixed-price TOs include snow removal (S1), unclogging of toilets (I1,I2) and Bio-Waste Removal Per Event (I3), Bio-Waste Hourly Rate (I4)

## 2 General Requirements

Contractor shall supply all labor, supervision, Materials, tools, equipment, testing reagents, supplies, and disposal procedures as well as make all efforts necessary for complying with the standards and service requirements of the PM program.

While subcontracts for specialty services are expected, Subcontractor costs associated with PMs are included in the Fixed Price. This includes services for lift systems, fire systems, BAS systems, generators, etc. While PMs may exist for the purposes of defining Service Level Agreements (“SLA”) and ancillary support requirements, the contracts shall be written in a manner that allows for appropriate cost allocations.

### 2.1 PM Management Process.

#### 2.1.1 Code Compliant PM Activities.

PM activities required for code compliance shall be performed based on existing service schedules and within standard timelines to prevent non-compliant situations. Implementation schedules are flexible, but should deviations occur they must be approved by the Judicial Council during monthly PM management meetings.

#### 2.1.2 Monthly PM Meetings.

Monthly PM meetings will be held with the assigned regional Facilities personnel for the purposes of coordinating the following month’s service schedule. The meeting will be held on or about the 15th of each month, but no later than the 20th. The Contractor shall schedule the meetings in coordination with the responsible Judicial Council personnel.

#### 2.1.3 Standard Completion Schedules.

- All weekly PMs shall be scheduled for completion by the last Business Day of the week.
- All monthly PMs shall be scheduled for completion by the last Business Day of the week they are scheduled within that month.

- All quarterly PMs shall be scheduled for completion by the last Business Day of the month they are scheduled within that quarter.
- All semi-annual PMs shall be scheduled for completion by the last Business Day of the month they are scheduled within that semi-annual period.
- All annual PMs shall be scheduled for completion by the last Business Day of the month they are scheduled within that annual period
- All regulatory PMs shall be scheduled for completion in accordance with the authority having jurisdiction.

## **2.2 Documentation.**

### **2.2.1 Equipment Maintenance Histories.**

Equipment maintenance histories must be maintained in accordance with industry best practices. Site specific maintenance and PM records including signed task lists, condition reports, Subcontractor reports, etc. must be kept on site for all maintenance activities. Histories will be maintained in CAFM.

### **2.2.2 CAFM Uploading.**

In addition to site record retention standards, each PM that requires the uploading of specific documents and forms into CAFM will carry wording within the CAFM PM such as "Specific Documentation Required." For these specific PMs the task checklist, reports, logs, and all vendor documentation shall be uploaded to the CAFM.

### **2.2.3 Forms and Logs.**

The Judicial Council has provided minimum acceptable PM report logs and documents for use within the PM program. Forms and logs are attached within Exhibit Q – Preventative Maintenance Procedures by System.

## **2.3 List of PM Activities.**

Exhibits J, P and Q direct the Contractor to provide the required PM Work. PM activities consist of recurring tasks of maintenance, planning and design, and/or administrative functions. Work performed pursuant to a PM shall be considered Firm Fixed Price Work. In the event the parties make a Material change to the list of PM tasks listed in Exhibit Q, the Judicial Council will make an applicable commensurate adjustment to the Firm Fixed Price in accordance with Exhibit T.

**2.4 Escorting.**

**2.4.1 Access to Restricted Areas.**

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.

**2.4.2 Escorting Pricing.**

All Escorting in connection with Firm Fixed Price Work or Cost Plus TO Work shall be considered Firm Fixed Price Work. Escorting tied to any other JCC vendor/project that is not pursuant to this contract, will not be billable to this contract. Escorting cost will be paid from that specific project's funding source.

**2.5 Plans, Studies, and Reports Required as Part of the Fixed Price Work.**

The Contractor will prepare a variety of plans, studies, and reports as required in this Agreement. A list of required plans, studies, and reports, as well as their frequencies, is provided in Exhibit C, Section 4.5 and in Exhibit K. The preparation of other plans, studies, and reports, shall be included in the Firm Fixed Price. Plans, studies, and reports not identified in Exhibit C Section 4.5 and in Exhibit K will be performed under the Task Order methodology of this agreement.

**2.5.1 Facility Transition Plan.**

<b>Facility Transition Plan</b>	
Initial Facilities	Within forty-five (45) Days of the Effective Date.
Subsequently-added Facilities	At least thirty (30) Days prior to the Transition Date for that Facility

2.5.1.1 The Contractor shall establish a Facility transition plan to ensure Facilities, their Real Property Installed Equipment (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 Preventative Maintenance Plan is fully implemented, and include a plan to acquire such training, equipment, and information.

2.5.1.2 Contractor shall deliver the initial Facility transition plan to the Manager within forty-five (45) Days of the Effective Date.



The Contractor shall provide an updated Facility transition plan to the Manager whenever a new Facility is added to the list of Facilities in Exhibit J, at least thirty (30) Days before the applicable Transition Date.

2.5.1.3 The Facility transition plan shall include the following elements:

- 2.5.1.3.1 Maintenance manpower requirements.
- 2.5.1.3.2 Number of employees, if any dedicated full time to the Facility.
- 2.5.1.3.3 Maintenance organizational chart.
- 2.5.1.3.4 Maintenance policy manual that defines authority and responsibilities.
- 2.5.1.3.5 Minimum skill level requirements for each position on the maintenance staff.
- 2.5.1.3.6 Approach to providing maintenance to the Facility.
- 2.5.1.3.7 List of the special tools and equipment that must be procured for the Facility.
- 2.5.1.3.8 Bill of Materials that are to be stocked and available for the Facility.
- 2.5.1.3.9 List of items to be maintained by outside maintenance organizations.
- 2.5.1.3.10 Plan to transition alarm systems, building automation systems, and other electronic monitoring systems.
- 2.5.1.3.11 Facility access procedures for Contractor personnel to gain access to the Facility, including issuance of keys, identification cards, etc.
- 2.5.1.3.12 Plan to work with and around hazardous Materials such as asbestos, lead-based paint, etc.
- 2.5.1.3.13 Plan for response time, due to geographical constraints, for some Facilities that may require an exception to the response times

**2.5.2 Preventative Maintenance Plan (PMP).**

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

2.5.2.1 Facility PMP. The Contractor shall prepare for the Judicial Council a Preventative Maintenance plan by Facility, including detailed Preventative Maintenance schedule. The Contractor shall develop a well-defined Preventative Maintenance plan that includes all maintenance, is based on system condition or performance, and achieves the Judicial Council goal of maintaining Facility quality while reducing life-cycle cost.

2.5.2.2 Work Analysis and Status Assessment. The Contractor shall conduct audits of 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 PMs, etc.

**2.5.3 Equipment History Assessments.**

Equipment History Assessments	
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

The Contractor shall provide quarterly updates for equipment history files of completed PMs and TOs 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, boiler emissions testing and steam trap testing results.

**2.5.4 Asset Management, Tracking, and Auditing.**

Asset Management Audit	
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
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The Contractor must provide physical inventories and asset management of RPIE and Judicial Council-owned FF&E. Contractor shall complete an initial inventory on each Facility upon transition to Contractor. The Judicial Council 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 Judicial Council-provided CAFM system for these inventories, audits, and reports.

**2.5.5 Quality Control Plan (QCP).**

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 Full Performance Date.

2.5.5.1 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 Judicial Council the means to easily verify compliance. The Contractor shall establish and maintain a complete QCP to ensure the Work is provided as specified.

2.5.5.2 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.

2.5.5.3 The QCP shall:

2.5.5.3.1 Describe inspection services to be provided and how measurements are made and Data is collected. At minimum ten percent (10%) of all PMs will be checked by the Contractor’s management or quality staff on a monthly basis.

2.5.5.3.2 Provide KPIs to be used by Contractor personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory Agreement performance.

2.5.5.3.3 Provide Data which allows the Judicial Council to easily verify Contractor performance including the 10% check described above. Contractor will provide monthly quality control reports to the Judicial Council.

2.5.5.3.4 Describe how Contractor processes shall be changed to continually improve performance and address all substandard findings by either the Judicial Council or the Contractor.

2.5.5.3.5 Provide management-level metrics that verify compliance with this Agreement and PMs and TOs and give trend Data needed for the Judicial Council to lead and direct the Facility operation program.

2.5.6 **Safety Plan.**

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 Full Performance 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

2.5.6.1 The Contractor must provide a program-level safety plan within thirty (30) Days of the Effective Date that, at a minimum, is compliant with the federal, State, and local regulatory requirements and industry standards. “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 Judicial Council or an equivalent document provided by the Contractor.

2.5.6.2 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 twenty percent (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 J 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 PMP, and items to include in the Preventative Maintenance Plan. This plan will be coordinated with the local Courts.

2.5.6.3 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.

2.5.6.4 The safety plan must comply with the all local, state and federal law, codes, ordinances, and regulations and rules , regulations, orders, standards, contained in Section 35 of Exhibit G. The contractor shall update the safety plan as changes occur. The Judicial Council has a right to determine that some safety practices are so far beyond the required level based on regulations or standard industry practices that they place 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 Judicial Council 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 Judicial Council, stop the practice, or continue the practice but charge the Judicial Council only for efforts that are not beyond regulations and industry standards.

## 2.6 Refrigerant Management Plans

Quality Control Plan (QCP)	
Refrigerant Management Plan	Within sixty (60) Days of the Effective Date.
Updates to Quality Control Plan	Annually on the anniversary of the Full Performance Date.

Contractor shall submit an annual Refrigerant Management Plan for each facility that has an asset (or system of assets) that contains more than 49.9 pounds of refrigerant. For each calendar year, the plan shall list and summarize all service work orders that measure the refrigerant charge of an asset or system of assets, the refrigerant losses and additions of the service work orders, the service work orders' amount of refrigerant removed for recycling, and the total refrigerant losses and additions at the facility for a calendar year.

**2.7 Hazardous Materials Management Plans**

Hazardous Materials Management Plan	Within 60 Days of the Effective Date
Updates to Hazardous Materials Management Plan	Annually on the anniversary of the Full Performance Date

2.7.1 The objectives of hazardous materials management are (i) to ensure that all the requirements of the Agreement are met throughout the term of the Agreement and (ii) to provide the Judicial Council with means to easily verify compliance. The Contractor shall establish and maintain a complete Hazardous Materials Management Program to ensure the Work is provided as specified.

2.7.2 The Contractor shall finalize the Hazardous Materials Management Plan (HMMP) and acquire JCC's Risk Management Unit's approval within sixty (60) Days of the Effective Date. The HMMP shall be an Agreement compliance document. The HMMP shall be updated as changes occur. The Contractor shall submit an updated HMMP to the JCC's Risk Management Unit annually on the anniversary of the Effective Date.

2.7.3 The HMMP shall:

- 2.7.3.1 Describe hazardous materials services to be provided and how measurements are made and data is collected.

2.7.3.2 Describe Training Program to ensure adequate Contractor personnel meet the Class III Asbestos work training requirements.

2.7.3.3 Provide KPIs to be used by Contractor personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory Agreement or performance.

2.7.3.4 Provide Data which allows the Judicial Council to easily verify Contractor performance. Contractor will provide monthly quality control reports to the Judicial Council.

2.7.3.5 Describe how Contractor processes shall be changed to continually improve performance and address all substandard findings by either the Judicial Council or the Contractor.

2.7.3.6 Provide management-level metrics to verify compliance with work performed under this Agreement and trend data needed for the Judicial Council to lead and direct the Facility Operation program.

2.8 COVID-19: Contractor acknowledges that COVID-19 is a known ongoing and existing public health crisis that is anticipated to continue for unknown time period. Contractor's services shall include full and complete compliance with all COVID-19 health, safety, and legal requirements and guidelines currently in effect, so long as they remain in effect.

### **2.9 Proposal Preparation.**

Any cost incurred by the Contractor in the preparation of any Cost Plus Proposals is included in the Firm Fixed Price and Contractor will not be reimbursed for any additional costs above the Firm Fixed Price.

## **3 Phase-In—Acct Management and Fee; Part of FFP**

### **3.1 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.

### **3.2 Phase-In Costs.**

The Judicial Council will pay Phase-In Costs as described below and in Exhibit F, Section 2.4 ("Phase-In Costs and Phase-Out Costs").

### **3.3 Expenditures of the Phase-In Costs.**

Expenditures of the Phase-In Costs shall be recorded and provided to the Judicial Council. The following types of expenses are considered Phase-In Costs:

**3.3.1 Cost of Mobilization.**

Cost for mobilization such as obtaining equipment, manpower, Subcontractors, and Facilities needed to support the Agreement.

**3.3.2 Training Costs.**

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 C, Section 8.7 (“Training Classes for CAFM”) below.

**3.3.3 Phase-In Period Management Cost.**

All management costs during the Phase-In Period including Travel Expenses, salaries, office space, administrative expenses, and other related expenses.

**3.3.4 Reports and Plans.**

All reports and plans listed in Exhibit C, Section 4.5 (“Plans, Studies, and Reports”) due prior to Full Performance Date.

**3.4 Mobilization / Tools Acquisition Costs.**

No other compensation shall be paid to the Contractor by the Judicial Council for the cost or expense of mobilization or the acquisition of tools and equipment for the performance of Work under this Agreement. The Judicial Council will pay no additional Phase-In Costs, regardless of the number or size of buildings added to the list of Facilities.

## **4 Phase-Out Acct Management and Fee; Part of FFP**

**4.1 Change Over.**

If the Judicial Council transitions all or a portion of the Work in-house, to a Court, or to another entity, the Contractor shall cooperate with the Judicial Council, Court, and/or such other entity to ensure an orderly change over.

**4.2 Phase-Out Period.**

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.



#### **4.3 Phase-Out Costs.**

The Judicial Council will pay Phase-Out costs as described in Exhibit F, Section 2.4 (“Phase-In Costs and Phase-Out Costs”).

#### **4.4 Ownership to the Judicial Council during Phase-Out Period.**

During the Phase-Out Period, Contractor will deliver and assign ownership to the Judicial Council of:

- 4.4.1.1 any tangible or intangible property originally purchased at or over one thousand dollars (\$1,000) by Contractor using Phase-In funds;
- 4.4.1.2 any computer equipment or software purchased using Phase-In funds; and
- 4.4.1.3 any equipment, supplies, Materials, etc., purchased pursuant to a PM or TO in support of the Work.

### **5 Facilities Baseline Deficiencies**

The Contractor and the Judicial Council will complete a walk-through of each Facility for a baseline evaluation of the Facility. The Contractor will have ninety (90) Days after the Full Performance Date to identify any Deficiencies. The Judicial Council will have thirty (30) Days to evaluate and approve the list of Deficiencies.

Any unapproved or unverified Deficiency item on the list will not be considered a Deficiency. Correction of a Deficiency will be considered Firm Fixed Price Work if it can be remedied as part of the required PM. The Judicial Council may instruct the Contractor or any other entity to perform the correction of a Deficiency if it is not considered PM. If the Judicial Council instructs the Contractor to correct a Deficiency that is not considered PM, it will be ordered through the TO process. 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.

### **6 Information Technology and CAFM**

#### **6.1 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.

#### **6.2 Information Technology.**

The Contractor shall use both Judicial Council-provided and Contractor-provided software programs for integration of Facilities records, maintenance records, and workflow management. Where specified, the Judicial Council-provided programs must be used. The Judicial Council standard office software is Microsoft Office.

**6.3 Non-Compatible Program.**

When the Contractor uses a non-compatible program, it is the Contractor's responsibility to ensure the Data collected is transferred to Judicial Council software programs without any additional cost to the Judicial Council.

**6.4 Computer Hardware.**

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. Court networks will not be available for this purpose.

**6.5 CAFM Changes or Enhancements.**

The Judicial Council 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 Judicial Council will prepare a cost estimate and provide it to the Contractor prior to any changes being made.

**6.6 CAFM.**

The Contractor will be tasked through CAFM, as further described in Exhibit C, Section 8. 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 PMs and TOs; and (ii) log, schedule, and as required record all labor and associated costs and activities to each PM and TO. All Contractor employees performing Work must have access to CAFM.

**6.7 Services Work Order Tracking.**

The Contractor shall track TO requests in CAFM until the Work is functionally completed.

**6.8 Work Closeout.**

The Contractor shall 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 as required recording all cost, Materials, equipment, subcontracted Work, etc. in CAFM.

#### **6.9 Estimated Subcontractor and Material Costs.**

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 TO in CAFM.

#### **6.10 Training Classes for CAFM.**

The Judicial Council 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 and up to forty (40) hours of additional training will be available. 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 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 during the Phase-In Period. All training costs will be the responsibility of the Contractor; compensation to the Contractor for this training is included in the Phase-In Cost.

##### **6.10.1 Handheld Data Recorders.**

While not currently implemented, the Judicial Council 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 Judicial Council shall negotiate terms as an amendment to the Agreement, if needed.

## **7 Miscellaneous Services**

#### **7.1 Utility System Availability.**

During the course of any Work, the Contractor shall maintain all utility systems to ensure availability twenty-four (24) hours a day, seven (7) days a week unless specifically directed otherwise by the Judicial Council. The Judicial Council 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 E, Section 9.4 ("Disruption of Services").

#### **7.2 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 designated by the Contractor must be available twenty-four (24) hours a day, seven (7) days a week. The emergency response manager shall respond to the Judicial Council 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.

**7.3 Key Inventory / Key-Control Program.** Contractor shall maintain a key inventory and a key-control program. The key-control program 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, 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.

**7.4 Hazardous Waste Program.**

**7.4.1 Implementation and Management of HAZMAT Program.**

The Contractor shall, in cooperation with Facility Services, implement and manage a HAZMAT program for Facilities in accordance with the PMP. 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 Facility Services.

**7.4.2 State of California Certification / Trained for HAZMAT Operations.**

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. Facility Services shall select the hazardous material disposal Facilities, and all Materials for disposal shall be manifested in the name of the Judicial Council.

**7.4.3 HAZMAT Programs and Guidelines.**

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. All documents must comply with the Judicial Council's established policies and procedures.

**7.4.4 HAZMAT Policies and Procedures.**

The Contractor shall, at no additional cost to the Judicial Council, 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.

**7.4.5 Hazardous Materials Inventory**

The contractor shall provide an annual inventory of each courthouse's hazardous materials that meet the thresholds established by Health & Safety Code Section 25507. These thresholds are generally 55 gallons for Materials that are liquids, 500 pounds for solids, or 200 cubic feet for compressed gas, but requirements may vary for some substances and jurisdictions.

**7.5 Bio-Hazardous Materials**

Bio-Hazardous and bloodborne pathogen materials will be handled in accordance to JCC standards and expectations as out lined in Exhibit U. Contractor may use subcontracted resources to supplement its field operations staff in accordance with the subcontracting provisions of this Agreement.

**7.6 Sentinel Event Reporting and Management.**

The Contractor shall, in cooperation with Facility Services, implement a Sentinel Event management program. Upon the occurrence of a Sentinel Event the Contractor may, pursuant to Exhibit D, Section 4 ("Work Without a TO"), initiate Work prior to receiving a TO. At the discretion of the Project Manager, Work on the Sentinel Event may be continued as a Cost Plus TO.

**8. Management and Support Staff.**

**8.1 Management and Support Staff.**

The Contractor will provide Management and Support Staff as shown in the Contractor organizational charts in Exhibit R. A general job description and minimum qualifications for each position is included in Exhibit L. 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.

**8.1.1 Management and Support Staff Qualifications.**

The Judicial Council must be consulted when considering substituting education for experience requirements or substituting experience for education requirements. The Judicial Council 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 Manager.

### **8.1.2 Judicial Council Requirements for Management Staff.**

**8.1.2.1 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 Judicial Council requires that full time exempt equivalent positions be filled by an employee averaging a minimum of nineteen (19) Business Days 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 (5) days in any calendar month or twenty (20) days annually.

**8.1.2.2 Reporting of Work Hours.** The Contractor will provide by 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 above or in Exhibit L 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 Judicial Council 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 Judicial Council, upon request, has the right to review all supporting documents related to this report.

**8.1.2.3 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 Judicial Council as necessary. The Judicial Council may also recommend changes based on its observations. If the Judicial Council and the Contractor agree on adjustments to the staffing levels with respect to the Management and Support Staff, either up or down, the Judicial Council and Contractor will agree upon an adjustment to the Firm Fixed Price prior to the implementation of the adjustments.

### **8.1.3 Management and Support Staff Functional Responsibilities.**

Contractor must provide Management and Support Staff staffing to meet the following functional responsibilities.

**8.1.3.1 Engineering and Planning Support.** The Contractor shall provide licensed engineering and planning support services for the region. 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.

**8.1.3.2 Computer Aided Drafting Design (CADD).** The Contractor shall create all drawings/designs in an AutoCAD compatible digital format under the direction of licensed professionals and meet Judicial Council 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.

**8.1.3.3 Maintenance Engineering.** The Contractor shall provide licensed 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.

**8.1.4 Work Review Meetings.**

The Contractor shall prepare, conduct, and document a weekly Work review with the Facilities Operations staff and a monthly review with the Judicial Council management team. These meetings shall include essential Contractor personnel and key Judicial Council representatives. All TOs will be reviewed at the monthly review meeting. Contractor shall provide status reports, charts and other aids to assist Judicial Council management in tracking the status of Work, Facility conditions, expenditures, Key Performance Indicators, and other items as requested by Judicial Council staff.

**8.1.5 Data Reporting.**

Contractor shall provide to the Judicial Council requested Data on the status of all Work on a monthly basis, delivered no later than the 5<sup>th</sup> Business Day of the following month.

**8.1.6 Dispatch.**

The Contractor shall provide a Work reception and dispatch function twenty-four (24) hours a day, seven (7) Days a week.

**8.2 Training.**

**8.2.1 Management and Support Staff Training.**

All initial Management and Support Staff shall attend a Judicial Council 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 a Judicial Council 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.

**8.2.2 Reserved.**

**8.2.3 Sexual Harassment Prevention Training.**

Contractor shall provide all Approved Persons a minimum of one hour of sexual harassment prevention 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 Judicial Council and the Contractor.

**8.2.4 Training Records.**

The Contractor will maintain records of all training required pursuant to this Agreement and will provide the records to the Judicial Council upon request.

*End of Exhibit*



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## EXHIBIT D: TASKING PROCESS

### 1 Task Order Contracting

#### 1.1 Work Pursuant to Task Order Contracting Methodology.

Work to be performed pursuant to a Task Order, not including predetermined FFP tasking's (S1-Snow Removal, I-1 In-Custody Blocked Toilet, I-2 Public/court Blocked Toilet, Bio-waste per event I-3 and Bio Waste hourly rate I-4), will use the following Cost Plus manner.

### 2 Cost Plus Work.

#### 2.1 Cost Plus Work Types.

All Work that is not planned scheduled activities or fixed price unit cost TO Work is Cost Plus Work. The following types of Work will be Cost Plus Work:

**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.

**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.

#### **Work to Correct deficiencies.**

Work to correct deficiencies that cannot be resolved through PM.

#### **Graffiti Removal and Painting.**

Graffiti removal and painting.

#### **Locksmith Services.**

As directed by the Judicial Council, the Contractor may be required to provide locksmith services pursuant to this section.

**Lock-Related Maintenance.** 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.

**Lockout Calls.** Lockout calls shall be treated as emergency TOs. 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.

### **3 Provisions Applicable to All TOs**

#### **3.1 Work Request.**

The Judicial Council, a court, or the Contractor may identify tasks required to maintain, repair, or improve a Facility and create a Work request in CAFM for the completion of those tasks. However, the Judicial Council shall be the only entity authorized to approve Work to be performed. Work performed that is not expressly approved by the Judicial Council shall not be reimbursed.

#### **3.2 Work Under \$1,500.**

Contractor is authorized to initiate Work as if a TO had been issued if the specific Work to be performed will be under \$1,500 in value up to a pre-determined cumulative amount of \$\_\_\_\_\_ [AMOUNT TO VARY BY REGION – WILL BE INSERTED AT A LATER DATE] per year. The Judicial Council will not reimburse Contractor for any Work performed under \$1,500 without a TO if the cumulative amount of the Work has exceeded the yearly threshold amount.

#### **3.3 Issuance of TO.**

The Contractor will be tasked through CAFM. The personnel identified in Section 3.1.3 through 3.1.7 below are authorized to issue through CAFM a TO on behalf of the Judicial Council. The Judicial Council will provide a letter to the Contractor with the name of the person filling each position. The Judicial Council may update this letter, without the need for an Amendment, from time to time as personnel change.

3.3.1 Principal Manager for Facility Operations

3.3.2 Manager for Facility Operations

3.3.3 Facility Operations Supervisor

3.3.4 Facility Management Administrator

3.3.5 Judicial Council Customer Service Center Personnel

#### **3.4 Task Order (TO) Contents.**

Each TO will contain, without limitation:

3.4.1 Project Manager name and contact information,

3.4.2 Court Liaison name and contact information,

- 3.4.3 location of the affected Facility,
- 3.4.4 location within the Facility where the problem exists,
- 3.4.5 description of the problem,
- 3.4.6 date and time the call or request for service was received by the Judicial Council,
- 3.4.7 type of Work,
- 3.4.8 priority,
- 3.4.9 due date,
- 3.4.10 cost type, and
- 3.4.11 Maximum Approved Cost.

**3.5 Contractor Estimate.**

**3.5.1 For TOs.**

For TOs, 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. Contractor shall not include any costs in the estimates that are not allowed pursuant to this Agreement. For example, a Cost Proposal must utilize the correct Prevailing Wage classifications when determining labor rates. The use of a higher Prevailing Wage classification for labor rates (i.e. utilizing plumber rates for landscaping work), or any other increase in labor rates, is not permitted without a detailed justification and written approval by the Judicial Council's Project Manager

**3.5.2 Applicable Maximum Approved Cost (MAC).**

The Contractor agrees to complete all Work specified in a TO for the applicable Maximum Approved Cost. The Contractor shall not exceed the Maximum Approved Cost without the express written consent of the Judicial Council. Any changes to the Maximum Approved Cost must be fully justified and approved by the Judicial Council. Changes will normally only be considered if they result from a change in the scope of the TO or from conditions or requirements that could not have been reasonably foreseen by a qualified contractor.

Any TO with a proposed Maximum Approved Cost in excess of \$100,000 must have the approval of the **Facility Services Manager**. Any TO with a Maximum Approved Cost in excess of \$100,000 without the written approval of the **Facility Services Manager** shall be considered void and will not be paid by the Judicial Council.

**3.5.3 Exceeding the Original Applicable Maximum Approved Cost (MAC).**

If the Contractor has commenced a Cost Plus TO and becomes aware that completion of the TO may exceed the original applicable Maximum Approved Cost, Contractor shall immediately notify the Judicial Council and provide the Judicial Council with justification for the additional cost.

**3.5.4 Additional Cost.**

If the Judicial Council agrees with the justification for additional cost, the Judicial Council may (i) re-issue the TO with a new Maximum Approved Cost, or (ii) cancel the TO.

**3.6 Approval/Cancellation.**

At the Judicial Council's sole discretion, the Judicial Council may (i) approve the Cost Plus Proposal and the Contractor will complete the Work as specified in the Cost Plus Proposal or (ii) cancel the TO.

**3.7 Cost Plus Work Documentation.**

The Contractor shall ensure its Cost Plus Work documentation includes documentation for cost control and labor costs.

**3.8 Work by the Judicial Council, The Courts or Third Parties.**

The Judicial Council does not guarantee that the Contractor will receive any TOs under this Agreement. The Judicial Council may have any Work performed (i) by Judicial Council 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.

**3.9 Task Order (TO) Response.**

In response to a TO, the Contractor will dispatch appropriate personnel to the affected Facility to assess the problem, evaluate the requested tasks and perform any Work that is authorized.

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

**Response Times for Task Order (TO).**

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

**TO – FMs.**

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

**Response Times for TO FMs.**

Conditions:	Emergency	Urgent	Routine			
Priority	1	2	3	4	5	6
<b>FTE normally assigned to Facility - Normal Working Hours</b>						
Response Time	30 Min	Next BD	7 BD			
<b>FTE normally assigned to Facility - Outside Normal Working Hours</b>						
Response Time	1 Hours	Next BD	7 BD			
<b>No FTE normally assigned to Facility - Normal Working Hours</b>						
Response Time	1 Hour	Next BD	7 BD			
<b>No FTE normally assigned to Facility - Outside Normal Working Hours</b>						
Response Time	2 Hours	Next BD	7 BD			



**4 Response Times Start at the TO Issuance Time.**

There may be some Facilities or occasions where an exception to the response times in Tables listed above may be approved by the Regional Manager. These exceptions shall be identified in the Facilities Transition Plan provided by the Contractor (see Exhibit C).

**5 Completion of Work.**

**5.1 Task Order (TO).**

Contractor will perform the Work specified in the TO in accordance with the requirements of this Agreement and the TO. Contractor will complete the Work specified in the TO within the completion time specified in Table below, as determined by (i) priority of the Work, as identified in the TO, (ii) whether one or more Contractor FTEs are assigned to the Facility, and (iii) whether the TO Issuance Time is during or outside of Normal Working Hours. Tracking of completion times start at the TO Issuance Time. There may be some Facilities or occasions where an exception to the completion times in Table may be approved by the Regional Manager. These exceptions will be identified in the TO.

**Completion Times for TOs.**

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

**5.2 TO Completion.**

The Contractor will complete the specified TO Work by the stated due date.

## **6 Work Without a SWO (TO)**

### **6.1 Priority 1 Condition.**

In the event the Contractor becomes aware of an emergency condition (including a Sentinel Event) that it reasonably believes would constitute a Priority 1 condition, but the Contractor has not received a SWO (TO) regarding that condition, the Contractor is authorized to initiate Work as if a SWO (TO) had been issued. Emergency Work performed up to \$2,000 in value will be reimbursed without a SWO (TO) being issued pursuant to Section 6.1.1 below. All Work performed above the \$2,000 threshold and without a SWO (TO) being issued will be considered outside the scope of the Agreement and may not be reimbursed by the Judicial Council.

**6.1.1** Work pursuant to this section shall be performed using a TO (or Service Work Order (“SWO”)) that Contractor will generate in CAFM and will be invoiced to the pre-determined cumulative amount stated above with reference to the SWO (TO). Contractor shall be required to produce documentation of the actual cost of the Work performed pursuant to this section in accordance with the Cost Plus TO methodology described under Exhibit E Section 5 below in this Agreement. A quarterly audit will be performed by the Judicial Council for all Work performed pursuant to this section.

### **6.2 Work Performed Without a SWO (TO).**

Other than Work covered by Exhibit D, Section 6.1 above, Work performed without a SWO (TO) will not be compensated or paid by the Judicial Council. Work performed outside the scope of the SWO (TO), or beyond the Maximum Approved Cost for the SWO (TO), will not be compensated or paid by the Judicial Council. Any commencement of Work prior to the Contractor’s receipt of an authorized SWO (TO) shall be performed at the Contractor’s own risk.

### **6.3 Emergency Work Orders.**

In situations the Judicial Council considers to be emergencies, Judicial Council may direct Contractor to undertake urgent Work prior to the issuance/authorization of any SWO (TO). Contractor will be compensated in accordance with the provisions of this Agreement and in accordance with a SWO (TO) to be issued and authorized as specified herein, as soon as practical.

*End of Exhibit*

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## **EXHIBIT E: MANNER OF PERFORMANCE**

### **1 Contractor Personnel**

#### **1.1.1 Contractor Shall Provide all Personnel.**

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 occupying and using the Facilities (ie the Courts) are well informed. The Contractor shall provide documentation for coordination, cost control, TO progress, equipment repair records, and closeout control.

#### **1.1.2 Contractor is Responsible for all TOs.**

The Contractor is responsible for all TOs from receipt to timely closeout. Timely response and follow-up with Judicial Council staff is required to ensure compliance with the Agreement.

#### **1.1.3 Field Operations Staff.**

The Contractor will provide a field operations staff as shown in Exhibit M. Field operations staff will provide hands-on operations and maintenance Work. The field operations staff includes chief stationary engineers, and stationary engineers for completion of PMs and other work requiring journeyman level skill and experience, and other staff as necessary for other work. 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.

#### **1.1.4 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 all necessary Work-related professional qualifications, registrations, certificates, licenses and periodic training in order to perform Work under this Agreement.

### **1.2 Appearance.**

Contractor and Subcontractor personnel shall present a clean, neat, and professional appearance. The Contractor shall ensure all employees exhibit an identifying badge or patch, which shall include name of the entity employing the employee and the employee's name.

Each employee shall wear the badge or patch on the front outer clothing. The badge or patch shall be visible at all times. The Judicial Council requires that the Contractor implement a standard dress code for all employees performing Work at a Facility.

**1.3 Communication.**

The Contractor staff will be expected to effectively communicate with the Judicial Council staff, Court staff, county employees, judicial officials, members of the public, regulatory agencies, and others as needed. The Judicial Council reserves the right to request and require that any Contractor staff members be replaced if he/she is unable to effectively communicate and interact as needed.

**1.4 Authorized Overtime.**

The Judicial Council will not pay for any staff overtime for non-exempt employees unless the Judicial Council authorizes such payment in advance through a TO. Under no circumstances will the Judicial Council pay for staff overtime for exempt employees.

**1.5 Scheduling.**

Many TOs will have to be performed outside of Normal Working Hours. Contractor will include the costs of performing TO Work outside of Normal Working Hours as required by a particular TO. The Judicial Council expects that Contractor will minimize overtime Work by implementing a wellmanaged schedule, such that employees will be scheduled to Work outside of Normal Working Hours only as absolutely necessary.

**1.6 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 Judicial Council is aware that such requirements exist, the Judicial Council will make a good faith effort to note that requirement in the TO, 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 TO. Any professional engineer or architect who provides design or engineering services must be licensed to perform Work in the State of California.

**1.7 Security Protocols.**

Contractor personnel will comply with all the Judicial Council and Court-required security protocols in the performance of Work. Such protocols shall include the then-current Judicial Council Tool Control Policy. The version of the Judicial Council Tool Control Policy in effect as of the Effective Date is attached as Exhibit N.

**1.8 Issuance of Keys / Key Cards.**

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 Judicial Council when keys or key cards are lost or misplaced or otherwise compromised through



the negligence of Contractor or its Subcontractor(s). 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 its 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.

**1.9 Injury and Illness Prevention Program.**

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 Contract Manager Responsibilities.**

Contractor shall provide a Contract Manager who is responsible for:

- 2.1.1 Serving as the primary contact with the Regional Manager and other the Judicial Council 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 Disapproval of Continuing Assignment of Contract Manager.**

The Judicial Council reserves the right to disapprove the continuing assignment of the Contract Manager if, in the sole discretion of the Judicial Council, the assigned Contract Manager fails to fulfill his/her responsibilities as required under this Agreement. The Judicial Council agrees to provide fourteen (14) Days Notice to Contractor in the event it makes such a determination. If the Judicial Council exercises this right, Contractor shall, within the Notice period, assign a replacement Contract Manager possessing the requisite experience and skills for the position.

**2.3 Contract Manager Replacement.**

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, within three (3) Business Days, provide an interim or permanent replacement Contract Manager possessing the proper experience and skills required for the position. If an interim Contract Manager is used, Contractor shall provide a permanent replacement within fourteen (14) Days.

**2.4 Contract Manager Term.**

Contractor shall endeavor to ensure that the Contract Manager identified in the organization chart in Exhibit R is retained during the term of this Agreement.

**2.5 If Contract Manager Becomes Unavailable.**

If the Contract Manager becomes unavailable or is disapproved and Contractor cannot furnish a replacement acceptable to the Judicial Council, the Judicial Council has the right under this Agreement to reduce the Firm Fixed Price for the period the Contract Manager or his or her replacement is unavailable or, alternatively, has the right to terminate this Agreement or a portion thereof for cause pursuant to Exhibit G, 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 Judicial Council, upon request, has the right to review all supporting documents related to this calculation. If the Contract Manager is unavailable or is disapproved, the Contract Manager's supervisor will act as interim Contract Manager until the Judicial Council approves an acceptable replacement.

**2.6 Identified Contract Manager.**

Contractor agrees that (name TBD) will act as the Contract Manager at least until the first anniversary of the Full Performance Date.

**3 Building / Operating Engineer**

3.1 The Building / Operating Engineer shall be experienced in independent skilled maintenance, operation, and repair of HVAC equipment.

**4 Mandatory 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 non-Approved Persons.

**4.2 Notification.**

Contractor must notify all Subcontractors that (i) the Judicial Council 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 Judicial Council's and the Courts' background checks and procedures.

**4.3 The Judicial Council Screening and Approval Process.**

The Judicial Council shall conduct the screening and approval of employees of Contractor and Subcontractors that have access to the Restricted Areas pursuant to EPSC's then-current background check policies and procedures. Contractor agrees to cooperate with the Judicial Council with respect to the screening of those employees. A copy of EPSC's background check policy current as of the Effective Date is attached as Exhibit O for the Contractor's reference. The Judicial Council may update this policy at any time, without Notice to the Contractor.

**4.4 The Judicial Council Badges.**

The Judicial Council will issue an identification badge to each person who is approved by the Judicial Council pursuant to Exhibit D, Section 4.3 ("the Judicial Council 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 Judicial Council will either (1) notify Contractor if an employee is approved, whereupon the Judicial Council 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 Judicial Council upon termination of an employee.

**4.5 Court-Required Screening and Background Check Requirements.**

Even if a Contractor or Subcontractor employee has a Judicial Council-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 a Judicial Council-issued badge) if the Court determines, in its sole discretion, that such person poses a risk to the Court or any person, system, or asset associated with the Court. 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 Judicial Council, Contractor must provide to either the Court or the Judicial Council 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 providing an Escort by the Contractor 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 Judicial Council for any costs related to Escorting in connection with Firm Fixed Price Work or Cost Plus Work. The Judicial Council will pay for the cost of the background check (e.g. LiveScan), however, the Contractor will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

#### 4.8 **Court-Specific Security Issues.**

Within thirty (30) Days of the Effective Date, the Contractor shall meet with representatives of the Judicial Council 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 Judicial Council. The Contractor shall ensure its employees and Subcontractor employees comply with any Court-specific security protocols.

## **5 Contractor Work Management**

### **5.1 Changes, Cancellation of Work.**

The Contractor shall immediately notify the Project Manager if:

#### **5.1.1 Cost Increase beyond Maximum Approved Cost.**

The Work is likely to exceed the Maximum Approved Cost. The Contractor will provide a full justification for the cost increase as provided in this Agreement.

**5.1.2 Scope of Work.**

The scope of a TO changes in a way that will impact the final cost, quality, or timeliness of the Work.

**5.1.3 TO Management.**

The due date of the TO will not be met.

**5.1.4 Additional Requirement for Installation.**

There is an additional requirement to install, remove, or replace RPIE or other equipment that changes real property records.

**5.1.5 Request to Cancel Work.**

There is a request to cancel a TO, other than from the Project Manager.

## **6 Material and Equipment Purchases**

**6.1 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.

**6.2 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 Judicial Council. The Contractor will be required to demonstrate that the source of the purchase is in the best interest of the Judicial Council 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 Judicial Council upon request. Full title of Material purchased and installed by contractor, shall transfer to the Judicial Council.

**6.3 Purchasing and Management of Inventory.**

It is the intent of the Judicial Council that the Contractor shall purchase and manage all inventory required for the performance of the Agreement. However, the Judicial Council 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 Judicial Council elects this option, the Contractor will be tasked with

identifying the required Material, however, the purchasing will be through Judicial Council purchase orders and contracts.

**6.4 Material Storage and Office Space.**

Normally the Contractor will have limited space for storage of Material(s) at the Facilities. Upon request, the Manager may approve storage or office space for the Contractor at a Facility, contingent upon availability of space.

**6.5 Material Charges to a TO.**

Material charges for Cost Plus TOs 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 \$25 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 cost per Cost Plus TO does not exceed \$500. The Judicial Council reserves the right to change the dollar amounts for items considered consumables at any time.

**6.6 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 TO using CAFM. Contractor shall not charge the Judicial Council for any Materials until the Materials are utilized for a specific TO or accepted by the Judicial Council as part of a bench stock authorization.

**7 Timeliness**

**7.1 Preventative Maintenance (PM).**

Any given PM shall be defined “completed on time” when all the required tasks are accomplished within the time scheduled. The Contractor shall complete all PMs on time, excluding Work delayed by the Judicial Council or Courts. Any PMs not completed within the time scheduled, are still expected to be completed and subject to the penalty table below. Extensions to due dates caused by the Judicial Council or the Courts must be requested by the Contractor and may be granted by the Judicial Council. No PM will be considered completed until the Work is accepted. (See Exhibit E, Section 10 below).

**PM Completion Table**

Completed On Time	100% Payment
1 day – 7 days past due	10% Reduced
8 days – 14 days past due	20% Reduced
15 days – 21 days past due	30% Reduced
Over 22 Days	No Payment

**7.2 Task Order (TO) .**

The Contractor shall respond to and complete on time, all TOs for Priority 1 through 6. Any TOs not completed within the time scheduled, are still expected to be completed and subject to the penalty table below. Contractor must provide written justification for any TO not completed within thirty (30) Days after TO Issuance Time. No TO will be considered completed until the Work is accepted.

**TO / FM Response Table:**

Response Time	Monthly Payment Penalty
100% Work Orders Responded to On Time	100% Payment
10% Work Orders Responded to After Response Time	2% Reduced of Monthly Cost
11% - 20% Work Orders Responded to After Response Time	4% Reduced of Monthly Cost
21% - 30% Work Orders Responded to After Response Time	6% Reduced of Monthly Cost
31% - 40% Work Orders Responded to After Response Time	8% Reduced of Monthly Cost
41% or more Work Orders Responded to After Response Time	10% Reduced of Monthly Cost

**TO / FM Service Work Order Completion Table:**

Work Order Closed Time	Monthly Payment Penalty
100% Closed on Time	100% Payment
10% or Less Work Orders Closed Past Due	2% Reduced of Monthly Cost
11% - 20% Work Orders Closed Past Due	4% Reduced of Monthly Cost
21% - 30% Work Orders Closed Past Due	6% Reduced of Monthly Cost
31% - 40% Work Orders Closed Past Due	8% Reduced of Monthly Cost
41% or more Work Orders Closed Past Due	10% Reduced of Monthly Cost

## **8 Standard of Professionalism**

### **8.1 Quality Work.**

Contractor shall perform all Work in a quality manner that meets or exceeds all Judicial Council standards and any professional standards for the industry for the type of work being performed.

### **8.2 Authorized and Prioritized Work.**

Contractor shall ensure all Work is properly authorized and prioritized; ensure Judicial Council staff are well informed about the status of ongoing Work; and provide the Data needed to support the planning and programming of the Judicial Council mission. All Work shall be performed pursuant to a valid TO / SWO number.

### **8.3 The Judicial Council Plans.**

Contractor must implement and comply with all plans submitted to the Judicial Council, including the PMP and safety plans.

## **9 Coordination with Ongoing Court Operations**

### **9.1 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 Judicial Council staff before Work commences. The Contractor must notify the Judicial Council staff of any schedule changes and provide TO progress status to the Judicial Council. The Judicial Council staff shall be notified of completion of Work and invited to inspect Work prior to Acceptance and closing a TO.

### **9.2 Stop Work.**

Judicial Council staff may order Contractor or its Subcontractor personnel to stop Work if the Work is interfering with Court operations. In the event of an emergency, the Court Liaison or authority having jurisdiction may order Contractor personnel to stop Work if the Work is interfering with Court operations. The Contractor shall immediately contact the appropriate Judicial Council staff.

### **9.3 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.



#### 9.4 **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 its 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.). Contractor shall provide adequate notification of affected downtime due to emergency outages or interruptions.

#### 9.5 **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 Judicial Council. 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 Judicial Council. The Judicial Council may authorize downtime of Facility systems in order to facilitate other maintenance or repairs 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.

## 10 **Acceptance of Work under the Agreement**

### 10.1 **Acceptance Criteria.**

The Acceptance criteria for Work ("Criteria") are:

#### 10.1.1 **Timeliness.**

The Work is provided on time and according to schedule.

#### 10.1.2 **Completeness.**

The Work is completed in accordance with the applicable Deliverables, Data, Materials, and features required by the Agreement.

**10.1.3 Technical Accuracy and Work Quality.**

The Work complies with the standards of this Agreement, or, if this Agreement lacks an applicable standard for the Work, the currently generally accepted industry standard for maintenance and operations of public Facilities in the State of California.

**10.2 Acceptance Procedures.**

**10.2.1 Work Acceptance Responsibility.**

The Project Manager shall be responsible for the Acceptance of all the Work performed. The Project Manager will apply the Criteria to determine the acceptability of the Work provided by Contractor. The Judicial Council will accept the Work, provided that Contractor has completed the Work in accordance with the Criteria.

**10.2.2 Notification of Work's Acceptability.**

The Project Manager shall issue a written communication to notify Contractor of the Work's acceptability.

**10.2.3 Failure of Work.**

If the Judicial Council rejects the Work provided, the Project Manager shall submit to Contract Manager a written rejection describing in detail the failure of the Work. 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 Judicial Council 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.

**10.2.4 Work Acceptability Dispute Resolution.**

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 Facility Services, or designee, shall meet to discuss the dispute. If in the reasonable judgment of the Director of Facility Services, 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 Facility Services, the Judicial Council may reject the Work and will notify Contractor in writing with the justification of such action. Upon rejection of the Work, the Judicial Council may terminate this Agreement, or the applicable TO, pursuant to the terms of Exhibit G, Section 1.2 ("Termination for Cause").

## 11 Services Quality Standards and Warranties

### 11.1 Qualified Employees and Subcontractors.

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.

### 11.2 Meeting the Judicial Council's Standards.

Contractor warrants that the Work will be completed in a quality manner and will meet or exceed all Judicial Council standards and any professional standards for the industry and type of work being performed.

### 11.3 Warranties.

Warranty requirements will be defined in the individual TO's. The Contractor shall support the Judicial Council warranty program by identifying warranty items, investigating Facility or equipment failure, and exercising warranty or guaranty rights in coordination with the Regional Manager. All warranties, including any special warranties specified elsewhere herein, shall inure to the Judicial Council, its successors, assigns, customer agencies, and the appropriate Court.

*End of Exhibit*

## EXHIBIT F: PAYMENT

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## **EXHIBIT F: PAYMENT**

### **1 Contract Amount**

The total amount the Judicial Council may pay to Contractor under this Agreement shall not in any event exceed the total of the Firm Fixed Price and all authorized Task Orders under this Agreement.

### **2 Allowable and Non-allowable Expenses**

#### **2.1 Firm Fixed Price Work.**

##### **2.1.1 Allowable Expense.**

The only allowable Expense for Firm Fixed Price Work is the planned and agreed to PM's pursuant to this Agreement as detailed in Exhibit T - Contractor Price Proposal. This amount represents full payment for all costs associated with the performance of Firm Fixed Price Work during an invoice period, including, but not limited to:

- 2.1.1.1 Total labor costs, overhead costs, operations and administrative costs in support of Firm Fixed Price Work.
- 2.1.1.2 All Subcontractor costs in support of Firm Fixed Price Work.
- 2.1.1.3 All Travel Expenses and Travel Time in the performance of Firm Fixed Price Work.

##### **2.1.2 Adjustments to Allowable Expenses.**

###### **2.1.2.1 Changes to Facility List.**

2.1.2.1.1 The Judicial Council may (i) add a Facility to the list of Facilities in Exhibit J (ii) remove a Facility from the list of Facilities in Exhibit J, or (iii) change the Contractor's level of responsibility for a Facility. Such addition, removal, or change will be addressed using the change order process as discussed in Exhibit G, section 14.1.

###### 2.1.2.1.2

2.1.2.1.3 When a new Facility is added to the list of Facilities, the cost for PMs will be calculated by using the date for comparable systems of Facilities within 50 miles of the added Facility. A Facility sheet will be utilized to calculate the level of effort and cost adjustment using a Pricing Workbook Sheet Template.

#### **2.2 Cost Plus Work.**

The allowable expenses for Cost Plus Work are set forth below. The Contractor shall invoice the Judicial Council 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 or greater than the Prevailing Wage for each employee's classification, as specified in each applicable TO. The labor cost by Facility is provided in Exhibit T, Facility detail tab(s).

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 T and as detailed in the applicable TO. If the classification is not listed in Exhibit T, the Judicial Council 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 Judicial Council will never pay a per-hour fee for (i) an exempt employee who is listed in Exhibit T, or (ii) a non-exempt employee for Work performed during his or her regular scheduled hours.

**2.2.2 Cost Plus Work Materials and Subcontracts Reimbursement.**

2.2.2.1 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 TO.

2.2.2.2 All Expenses for Cost Plus subcontracts with non-Related Entities, as specified in each applicable TO, shall be billed at the Contractor's actual cost plus a markup identified by Facility in Exhibit T. Any rebates, refunds or similar discounts received by Contractor shall be passed on to the Judicial Council.

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

**2.2.3 Escorting Expenses.**

Cost of providing escorts will not be a reimbursable Cost Plus Expense. All Escorting in connection with Firm Fixed Price Work or Cost Plus TO Work shall be considered Firm Fixed Price Work. Escorting tied to any other JCC vendor/project that is not pursuant to this

contract, will not be billable to this contract. Escorting cost will be paid from that specific project's funding source.

### **2.3 Travel Related Expense.**

#### **2.3.1 Travel Expenses Limitation.**

Travel Expenses are limited to those Expenses which are (i) approved in a TO, (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 Travel Expenses Billing.**

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

#### **2.3.3 Travel Expense Reimbursement.**

The Judicial Council shall not reimburse Travel incurred in routine daily travel (i.e. travel that does not involve an overnight stay or air travel). The Judicial Council 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 TO – provided an overnight stay or air travel is required and authorized in the TO. Such reimbursement shall be 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 TO.

2.3.3.2 In accordance with the California Victim Compensation and Government Claims Panel (formerly State Panel of Control) guidelines, the Judicial Council will reimburse Contractor only (i) for hotel rooms at the actual cost not to exceed (\$XXX) per day, plus occupancy tax and/or energy surcharge; and (ii) for meals at the actual cost not to exceed the following maximum amounts per person per Day: breakfast (\$XXX), lunch (\$XXX), dinner (\$XXX). The Contractor should use reasonable management efforts to find lower cost, appropriate hotel rooms when possible. The Judicial Council may modify the hotel and meal guidelines above. Such addition, removal, or change will be addressed using the change order process as discussed in Exhibit G, section 14.1.

2.3.3.3

2.3.3.4 If private vehicle ground transportation expense is authorized, the Judicial Council will reimburse Contractor at the federal IRS approved reimbursement rate. 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 Labor Code Section 1773.1 or 1773.9.**

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 in this Agreement, the Judicial Council will reimburse such higher travel or subsistence rates actually paid to a covered employee.

**2.4 Phase-In Costs and Phase-Out Costs.**

**2.4.1 Phase-In Costs.**

Phase-In Costs in the amount of \$(TBD) shall be invoiced after three months of contract performance. The Phase-In Costs specified in this Agreement shall be the only costs the Judicial Council pays in relation to (i) the Contractor's preparations for performing the Work, or (ii) any Work performed by Contractor prior to the Full Performance Date.

**2.4.2 Phase-Out Costs.**

Phase-out costs of \$(TBD) will be invoiced and paid upon expiration or termination of this Agreement as part of the final invoice to the Judicial Council, provided (i) the termination is not for cause and (ii) at the expiration or termination of this Agreement, the Contractor will have no other contracts with the Judicial Council.

**3 Taxes**

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on Contractor's or any Subcontractor's employees' wages. The Judicial Council 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.**

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

4.1.1 Contractor shall simultaneously submit a copy of each invoice to the Manager:

Facilities Service Electronic Submissions

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

4.1.2 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.

4.1.3 Section 2 of the invoice will be a summary of all Firm Fixed Price Work performed for the invoice period.

4.1.4 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.

4.1.5 Section 4 of the invoice will be a summary of all Phase-In Costs and Phase-Out costs incurred during the invoice period.

4.1.6 Section 5 of the invoice will be a total of all charges listed above.

4.1.7 Section 6 will be the total payment being claimed by the Contractor for payment.

#### **4.2 Maximum Approved Cost.**

The Contractor shall not invoice the Judicial Council for more than the Maximum Approved Cost specified in a TO for Work performed pursuant to that TO. In no event will the Judicial Council pay the Contractor more than the Maximum Approved Cost specified in a TO for Work performed pursuant to that TO.

## **5 Payment**

The Judicial Council will make payment for all proper, undisputed invoices within sixty (60) Days after receipt of the invoice.

## **6 Reasons to Withhold Payment**

### **6.1 Judicial Council May Withhold Payment.**

6.1.1 The Judicial Council will withhold payment, in whole or in part, to the extent reasonably necessary to ensure compliance by the Contractor with the terms of this Agreement and the proper and complete performance of any Work.

**6.2 Cost Element 1 Withhold.**

6.2.1 **Cost Element 1A** - PM and planned activities Work - must be completed and documented by the date agreed by the Judicial Council and the Contractor. If not completed within the scheduled Work dates, then that activity will be penalized according to the table below.

**PM Completion Table**

Completed On Time	100% Payment
1 day – 7 days past due	10% Reduced
8 days – 14 days past due	20% Reduced
15 days – 21 days past due	30% Reduced
Over 22 Days	No Payment

6.2.2 **Cost Element 1B** – Fixed Price TO will have a planned start date and planned final completion date, which shall include all necessary related paperwork. Work must be responded to and completed by the date agreed by the Judicial Council and the Contractor. If not completed within the scheduled Work dates, then that activity will be penalized according to the table below.

**Fixed Price TO Response Table:**

Response Time	Monthly Payment Penalty
100% Work Orders Responded to On Time	100% Payment
10% Work Orders Responded to After Response Time	2% Reduced of Monthly Cost
11% - 20% Work Orders Responded to After Response Time	4% Reduced of Monthly Cost
21% - 30% Work Orders Responded to After Response Time	6% Reduced of Monthly Cost
31% - 40% Work Orders Responded to After Response Time	8% Reduced of Monthly Cost
41% or more Work Orders Responded to After Response Time	10% Reduced of Monthly Cost

**Fixed Price TO Completion Table:**

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Work Order Closed Time	Monthly Payment Penalty
100% Closed on Time	100% Payment
10% or Less Work Orders Closed Past Due	2% Reduced of Monthly Cost
11% - 20% Work Orders Closed Past Due	4% Reduced of Monthly Cost
21% - 30% Work Orders Closed Past Due	6% Reduced of Monthly Cost
31% - 40% Work Orders Closed Past Due	8% Reduced of Monthly Cost
41% or more Work Orders Closed Past Due	10% Reduced of Monthly Cost

**Cost Element 2 - TO Work** - will have a planned start date and planned final completion date, which shall include all necessary related paperwork. TO must be responded to and completed by the date agreed by the Judicial Council and the Contractor. If not completed within the scheduled Work dates, then that activity will be penalized according to the table below.

**TO Response Table:**

Response Time	Monthly Payment Penalty
100% Work Orders Responded to On Time	100% Payment
10% Work Orders Responded to After Response Time	2% Reduced of Monthly Cost
11% - 20% Work Orders Responded to After Response Time	4% Reduced of Monthly Cost
21% - 30% Work Orders Responded to After Response Time	6% Reduced of Monthly Cost
31% - 40% Work Orders Responded to After Response Time	8% Reduced of Monthly Cost
41% or more Work Orders Responded to After Response Time	10% Reduced of Monthly Cost

**TO Service Work Order Completion Table:**

Work Order Closed Time	Monthly Payment Penalty
100% Closed on Time	100% Payment
10% or Less Work Orders Closed Past Due	2% Reduced of Monthly Cost
11% - 20% Work Orders Closed Past Due	4% Reduced of Monthly Cost
21% - 30% Work Orders Closed Past Due	6% Reduced of Monthly Cost
31% - 40% Work Orders Closed Past Due	8% Reduced of Monthly Cost
41% or more Work Orders Closed Past Due	10% Reduced of Monthly Cost

**6.3 Additional Reasons for Withholds.**

In addition to the above, the Judicial Council may withhold payment, in whole, or in part, to such extent as may be necessary because of, but not limited to:

- 6.3.1 Any PM Work not completed within period of invoice;
- 6.3.2 Defective Work or late Work not remedied within three (3) Days of written Notice to Contractor;
- 6.3.3 Stop notices or liens served upon the Judicial Council or any Court relating to any Work;
- 6.3.4 Labor Commission investigations or civil wage and penalty assessments served on the Judicial Council or Court relating to any Work;
- 6.3.5 Damage to the property of Judicial Council, the Courts, Facilities, other contractor(s) or Third Parties;
- 6.3.6 Unsatisfactory execution of the Work by the Contractor;
- 6.3.7 Failure to store and properly secure Materials;
- 6.3.8 Failure to properly pay Prevailing Wages as required pursuant to this Agreement and applicable law;
- 6.3.9 Failure to properly maintain or clean up the Work site;
- 6.3.10 Payments to indemnify, defend, or hold harmless the Judicial Council or the Courts;
- 6.3.11 Any payments due to the Judicial Council, including but not limited to payments for failed tests, utilities changes, or permits;
- 6.3.12 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Agreement;
- 6.3.13 Failure to provide an adequate level of service as agreed to pursuant to the terms of this Agreement, including but not limited to, any labor unrest;
- 6.3.14 Contractor's breach, default, or substantial violation of any provision of this Agreement.

**7 Reallocation of Withheld Amounts**

**7.1 Application of Withheld Amount.**

The Judicial Council 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 Judicial Council, then that amount shall be considered a payment made under this Agreement by Judicial Council to Contractor and Judicial Council shall not be liable to Contractor for any payment made to Third Parties in good faith. These payments may be made without prior judicial determination of claim or obligation. Judicial Council will render Contractor an accounting of funds disbursed on behalf of Contractor.

#### **7.2 Outstanding Invoice Adjustment.**

If Contractor defaults, is in breach of this Agreement, neglects to carry out the Work in accordance with the Agreement or fails to perform any provision thereof, Judicial Council may, after three (3) Days written Notice to the Contractor and, without waiving any other legal rights pursuant to the Agreement and at law, take whatever action it deems necessary to correct such deficiencies. The Judicial Council shall adjust any outstanding invoices by reducing the amount of such invoice by the cost of correcting such deficiencies, as described herein.

## **8 Economic Price Adjustments**

### **8.1 Base and Option Period Pricing**

Base period pricing will remain in effect throughout the Base Contract five (5) year period between July 1, 2020 and June 30, 2025. If exercised, Option Periods 1 and 2 shall be calculated as follows:

#### **8.1.1 Option Period 1.**

Option Period 1, if exercised by the Judicial Council, will be in effect between July 1, 2025 and June 30, 2028, using the index set forth under section 8.3 below. The Base Contract prices will be adjusted in accordance with the escalation language, using the following methodology: the Base Contract Initial Index for the region will be established by the index rate for March 2021; the Base Contract Comparative Index for the region will be established by the index rate for February 2025. The relative increase or decrease of the indices between the Base Contract Initial Index and the Base Contract Comparative Index will be applied to all prices to establish the Option Period 1 rates, that will be applicable throughout Option Period 1.

#### **8.1.2 Option Period 2.**

Option Period 2, if exercised by the Judicial Council, will be in effect between July 1, 2028 and June 30, 2031, using the index set forth under section 8.3 below. The Base Contract prices will be adjusted in accordance with the escalation language, using the following methodology: the Option Period 1 Initial Index for the region will be established by the index rate for March 2025; the Option Period 1 Comparative Index for the region will be established by the index rate for February 2028. The relative increase or decrease of the

indices between the Option Period 1 Initial Index and the Option Period 1 Comparative Index will be applied to all prices to establish the Option Period 2 rates, that will be applicable throughout Option Period 2.

## **8.2 Calculations.**

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:

- 8.2.1 The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
- 8.2.2 The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).

## **8.3 Engineering News Record (ENR) Indices.**

ENR occasionally revises indices following their issuance. The Construction Cost Index (CCI) 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.

## **8.4 ENR CCI Index by Region.**

For the Judicial Council's Bay Area/Northern Coastal region (BANCRO) and the Northern/Central region (NCRO), the San Francisco CCI published in ENR shall be utilized as the basis for the adjustment. For the Judicial Council's Southern region (SRO), the Los Angeles CCI published in ENR shall be utilized as the basis for the adjustment.

# **9 Subcontractor Payments**

## **9.1 Payments to Subcontractors.**

No later than seven (7) Days after receipt of payment from the Judicial Council, 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.

## **9.2 Notice to Subcontractors.**

If the Contractor elects to delay payment of Subcontractors until the Judicial Council 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.

**9.3 No Obligation of the Judicial Council for Subcontractor Payment.**

The Judicial Council 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.

**9.4 Joint Checks.**

The Judicial Council shall have the right, in its sole discretion, if necessary for the protection of the Judicial Council, to issue joint checks made payable to the Contractor and any Subcontractors and/or Material and/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 obligation or contract between the Judicial Council and a Subcontractor of any tier, or any obligation from the Judicial Council to such Subcontractor, Material and/or equipment supplier.

*End of Exhibit*



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## **EXHIBIT G: GENERAL TERMS**

### **1 Term of Agreement 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 as five (5) years. Upon Notice at least ninety (90) Days prior to the expiration of the then-current term of the Agreement, the Judicial Council may exercise at its sole discretion up to two (2), three (3)-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 TO, shall be at Contractor's own risk.

#### **1.2 Termination for Cause.**

The Judicial Council may terminate this Agreement if the Contractor fails to perform as specified in this Agreement at the time and in the manner provided. The Judicial Council will provide at least five (5) Days written Notice to the Contractor of such termination. If the Agreement is terminated for cause, the Judicial Council's only obligation to the Contractor is to pay for any Work that was properly performed for which payment was not previously made. The monthly invoiced FFP Work will be prorated to the date of termination. Other than as specified in the above, no other payments will be due to Contractor under this section. After the Agreement is terminated for cause, the Judicial Council may proceed with the Work in any manner it deems proper, including assigning the Work to another service provider / contractor from another Judicial Council region.

#### **1.3 Termination for Convenience.**

The Judicial Council may terminate this Agreement, in whole or in part, for its convenience for any reason or for no reason and without cause at any time. The Judicial Council shall give Contractor written Notice at least fifty (50) Days before the effective date of such termination. Subsequent to the receipt of the termination Notice, Contractor shall continue to perform its duties and obligations under the Contract unless the Judicial Council and the Contractor agree otherwise. The Judicial Council will pay the Contractor, pursuant to the terms and conditions of the Agreement, for all Work properly performed during the Notice period. After the Agreement is terminated for convenience, the Judicial Council may proceed with the Work in any manner it deems proper, including assigning the Work to another service provider / contractor from another Judicial Council region.



#### **1.4 Termination of a Task Order (TO).**

The Judicial Council reserves the right to cancel or terminate at any time for its convenience, for any reason or for no reason, any TO whether previously issued or not. The Judicial Council shall give Contractor written Notice at least twenty-four (24) hours before the effective date of such termination. The Judicial Council will pay the Contractor, pursuant to the terms and conditions of the Agreement, for all Work properly performed for the TO up to the effective date of the cancellation/termination.

#### **1.5 Assignment of Work by Judicial Council to Another Contract.**

The Judicial Council may cancel, terminate, assign or re-assign Work in whole or in part, at the Judicial Council's sole discretion. If Work is cancelled or terminated in whole or in part for any reason, the Judicial Council may assign such Work, at its sole discretion, to either another contractor performing Operations and Maintenance Work in another region or to any Third-Party contractors. If another contractor is assigned Work from another region, such Work shall be performed under the same terms of this Agreement at pricing consistent with pricing proposed by the other contractor in its original proposal for that region. If the Contractor did not provide a proposal for that region, an equitable adjustment will be made based on a baseline CCI difference of cost between that contractor's contracted region and the new region that it is being assigned Work in.

## **2 Relationship of Parties**

Contractor is an independent contractor and is not an employee or agent of the Judicial Council or any Court. Contractor, its employees and its Subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the Judicial Council. No Contractor or Subcontractor employee is covered by any employee benefits that are provided to an employee of the Judicial Council 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 assign or transfer any of its rights or delegate any of its duties under this Agreement to any other entity, business, corporation, partnership, or individual, including but not limited to wholly or partially owned subsidiaries or other related entities of the Contractor. Any assignment or transfer of rights, or delegation of duties by the Contractor shall constitute a material breach of this Agreement allowing the Judicial Council to exercise all remedies available to it under the Agreement and applicable law. Notwithstanding the preceding, in the event of a

merger of the Contractor with an entity having equal or greater net worth than the Contractor, the Judicial Council's Senior Manager, Business Services, or his designee may consider such an assignment. The Judicial Council shall have absolute unfettered discretion, without limitation, to withhold its consent to any such proposed assignment by the Contractor.

#### **4 Time of Essence**

Time is of the essence in Contractor's performance of Work. It is understood and agreed that failure by the Contractor to reasonably conform to its contractual timeliness obligations with respect to any of its Work (whether FFP or TO Work) constitutes a material breach of this Agreement.

#### **5 Amendments**

Amendments to the terms of this Agreement shall not be valid unless made in writing and signed by the parties, unless otherwise noted in this Agreement. Any oral understanding or agreement that is not incorporated as a written Amendment is void and unenforceable.

#### **6 Consideration**

Contractor shall be paid in accordance with the terms and conditions of this Agreement, including but not limited to, Exhibit F. The Judicial Council's payments to Contractor pursuant Contractor's payment requests shall constitute full compensation for any and all of Contractor's time, Materials, costs and Expenses incurred in the performance of the invoiced Work.

#### **7 Waiver of Claims**

##### **7.1 State Entities Liability.**

The Judicial Council of California, the Courts, and any of their, justices, judges, subordinate judicial officers, court executive officers, court administrators, and any and all of their officers, agents, contractors, representatives, volunteers and employees (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 County Liability.**

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 vest to Contractor are hereby transferred to the Judicial Council.

## **9 Ownership of Data, Materials and/or Deliverables**

### **9.1 Judicial Council Property.**

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 Judicial Council. Upon the Judicial Council's written request, or upon termination of this Agreement or any TO, Contractor shall assign and/or shall act to ensure that its Subcontractor's assign any such interest to the Judicial Council. Contractor shall provide the Judicial Council with copies of all such Data, Materials, and/or Deliverables, within thirty (30) Days of the request.

### **9.2 Statutory Copyright.**

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 Judicial Council.

## **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 Judicial Council without prior review and written approval by the Judicial Council.

## **11 Judicial Council's Obligation Subject to Availability of Funds**

### **11.1 Judicial Council Obligations Regarding Funding the Agreement.**

11.1.1 It is understood and agreed that the Judicial Council's obligations under this Agreement are subject to the availability of authorized and appropriated funds. In the event that the Legislature fails to appropriate funds for this Agreement, the Judicial Council may, at its sole discretion, terminate the Agreement or any part of the Work pursuant to a termination for convenience as specified in this Agreement without prejudice to any rights or remedies under the Agreement or at law.

11.1.2 An event of default shall not occur if the Judicial Council is unable to make any payments due under the Agreement because of the State of California's failure to timely approve and adopt a State budget. If the Judicial Council fails to make any payments as a result of the State of California's failure to timely approve and adopt a State budget, the Judicial Council shall promptly pay any previously due and unpaid payments upon approval and adoption of the State budget.

### **11.2 Payment.**

Payment shall not exceed the amount allowed under the legislative appropriation.

### **11.3 Funding for this Agreement.**

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.

## **12 Notice**

### **12.1 Notices.**

Any Notice required by or with regard to this Agreement shall be in writing and shall be delivered via overnight mail as follows:

TBD

Sr. Contracts Manager, Facility Operations Services  
Judicial Council of California  
455 Golden Gate Ave.

San Francisco, CA 94102-36887

## **13 Subcontracting**

### **13.1 Prior Written Approval for TO Work.**

For each TO that includes a subcontract of \$5,000 or more to any one Subcontractor or subcontracts totaling \$7,500 or more combined to Subcontractors for a particular TO, the Contractor must obtain the prior written approval of the Manager or designee to use that Subcontractor(s) for that Work. The Contractor must demonstrate to the Manager or designee that the Subcontractor(s)'s pricing is competitive, by the submittal of three bids.

### **13.2 Procurement of Goods and Services Policy.**

For any TO subcontract over \$20,000, the Contractor must use the Judicial Council's Procurement of Goods and Services Policy as a guideline for when formal competitive procurements are required and how they are conducted. (Please see Judicial Council Contracting Manual Chapter 4 - Link: <http://www.courts.ca.gov/rfps.htm>)

### **13.3 Subcontracted Work in Calendar Year.**

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 Judicial Council, and the Judicial Council has approved and authorized in writing, for the calendar year, the total subcontract amount for that Subcontractor.

### **13.4 Related Entity Subcontract.**

Contractor shall not subcontract any part of a TO exceeding \$10,000 in a calendar year to any Related Entity unless Contractor has identified in writing to the Manager (i) the Related Entity, (ii) the nature of Contractor's relationship with the Related Entity, and (iii) the total subcontract amount, and (iv) the Manager has approved and authorized the Related Entity and the total subcontract amount in writing. In the event the Judicial Council approves a subcontract to a Related Entity, the Contractor shall be reimbursed in accordance with Exhibit F.

### **13.5 Applicability of Terms of Agreement To Subcontractors.**

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 Judicial Council 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 relationship or third-party rights between any Subcontractor and the Judicial Council under this Agreement.

**13.6 Scope of Subcontractor Work.**

The Contractor shall only use Subcontractors to perform Work if Contractor does not have the requisite in-house expertise to perform certain Work. The Project Manager may prohibit the use of Subcontractors if the Project Manager determines that the Contractor's own employees have the skills necessary to perform the Work.

**13.7 50% Work Goal.**

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 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.**

Changes or Amendments to any component of the Agreement, with the exception of the changes to TOs or the Judicial Council's changes to the Facility List (Exhibit J), may be made only with prior written approval from:

Senior Manager, Business Services  
Judicial Council of California  
Branch Accounting and Procurement  
455 Golden Gate Avenue  
San Francisco, CA 94102

**14.1.1 Requests for Changes or Amendments.**

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.

**14.1.2 Terms and Conditions of Agreement.**

No TO shall amend the terms and conditions of this Agreement, and any language in any TO that purports to do so shall be null and void, and without effect.

**14.2 Changes to Scope of Work:**

**14.2.1 Allowable Costs for Change Orders.**

All proposed cost requests by Contractor for a Change Order shall be in accordance with pricing set forth under this contract.

**14.2.2 Change Order Conformed to Contract:**

From time to time, the Judicial Council will conform executed Change Orders under the contract by an amendment to the contract. The contract conformance will be for administrative purposes as the scope changes will have already been authorized by the Change Order.

## **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 Maintenance of Records.**

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 for less than five (5) years from the date of the termination of this Agreement. 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. All Computerized Maintenance Management System (CMMS) Data and electronic files shall be provided in encrypted format to the Judicial Council.

**16.2 Minimum Data to be Maintained.**

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 TOs 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 TO 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 TO under which the Expenses were incurred.

### **16.3 Maintenance of Records.**

The Contractor shall electronically maintain records in a form acceptable to the Judicial Council for document inspections, corrective or preventative actions taken, and the results of such actions, and make such records available to the Judicial Council.

### **16.4 Administrative Records**

All records, documents, and associated papers generated during the term of this Agreement become Judicial Council property and will remain in place or be provided to the Judicial Council upon Agreement expiration or termination.

## **17 Audits and Access to Records**

### **17.1 Records Pertaining to Contractor's Performance.**

The Contractor must retain and maintain in an easily available format and location 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 standards.

### **17.2 Inspection, Audit, and Copying of Records.**

The Judicial Council and/or its designated representative(s) will have access upon twenty-four (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 Judicial Council, provide access and proper facilities for such purposes.

### **17.3 Subcontractor Audits and Access to Records.**

Contractor shall ensure that all Subcontractors and suppliers, of all tiers, are bound to all provisions of this Exhibit G, including but not limited to Sections 16 and 17.



**17.4 Retainage of Records for Five Years.**

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 have been met, or until five (5) years after final settlement of all disputes, claims, or litigation to which the Records relate, whichever event occurs later.

**17.5 Overcharge Audit.**

If an audit or Judicial Council internal review reveals that the Contractor has overcharged the Judicial Council, the Contractor will immediately pay to the Judicial Council 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 Judicial Council internal review will be conducted at the Judicial Council's expense, unless the audit or review reveals that the Contractor has overcharged the Judicial Council by ten percent (10%) or more *on any invoice*, in which case the Contractor will reimburse the Judicial Council for all costs and Expenses incurred by the Judicial Council in connection with such audit or review, including direct and indirect costs associated with Judicial Council 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 Judicial Council shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage. 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 Insurance Policy on Occurrence Form.**

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 Insurance Coverage Types.**

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, 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 \$2,000,000 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 Judicial Council. The deductible and/or self-insured retention of the policies shall not limit or apply to Contractor's liability to the Judicial Council 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 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 the primary insurance. Any insurance and/or self-insurance maintained by the Judicial Council, 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 Certificates of Insurance.**

Contractor shall provide the Judicial Council certificates of insurance satisfactory to the Judicial Council evidencing all required insurance is in force before Contractor begins any Work under this Agreement.

**18.7 Right of Recovery or Subrogation.**

Contractor shall waive any right of recovery or subrogation Contractor may have against the State of California, the Judicial Council of California, the Courts, the Counties, and the officers, officials, employees, and agents of those entities.

**18.8 Appropriate Certificates and Endorsements.**

If at any time the foregoing Contractor's policies become unsatisfactory to the Judicial Council as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Judicial Council, Contractor shall, upon Notice to that effect from the Judicial Council, promptly obtain a new policy, and shall submit the same to the Judicial Council, with the appropriate certificates and endorsements, for approval.

**18.9 Cancellation of Policies.**

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 Judicial Council.

**18.10 Subcontractors Insurance.**

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.

## **19 Confidentiality**

### **19.1 Confidential Information.**

Both the Judicial Council and Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the Judicial Council or the Courts may disclose Confidential Information to Contractor and/or its Subcontractors.

### **19.2 Non-Disclosure of Confidential Information.**

Contractor agrees not to disclose any 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 Judicial Council 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.

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 court ruling, law, statute or administrative regulation applicable to it or (ii) as appropriate to respond to any summons or subpoena applicable to it.

### **19.3 Validation of Work.**

The Judicial Council reserves the right to disclose all Work provided under this Agreement to Third Parties for the purpose of validation of the Work.

### **19.4 Subcontractors Confidentiality.**

Contractor shall require and ensure that all its Subcontractors are bound by and comply with the Confidentiality provisions of this Agreement.

## **20 Indemnification**

### **20.1 Indemnity.**

Contractor agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel satisfactory to the Judicial Council), and hold harmless (collectively, "Indemnify") the State of California, the Judicial Council of California, 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 reasonable 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 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 Indemnified Party.**

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 active negligence or intentional misconduct of the Indemnified Party.

## **21 Trade Secret, Patent, and Copyright Indemnification**

#### **21.1 Infringement or Use of Any Copyrighted Composition.**

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 Use of Attorney**

Contractor, at its own expense, shall defend using attorneys satisfactory to the Judicial Council 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 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 Judicial Council 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 Judicial Council shall have the option to participate in such action at its own expense.

**21.3 Deliverables, Data, and Materials.**

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 Judicial Council shall permit Contractor at its option and expense either to procure for the Judicial Council 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 Judicial Council shall be prevented by injunction, Contractor agrees to take back such Deliverables, Data or Materials and make every reasonable effort to assist the Judicial Council in procuring substitute Deliverables, Data or Materials. If, in the sole option of the Judicial Council, 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 Judicial Council shall then have the option of terminating the applicable TO(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 Judicial Council has paid Contractor less any reasonable amount for use or damage.

## **22 Conflict of Interest**

**22.1 Proceedings.**

No officer or employee of Contractor shall participate in proceedings that involve the use of Judicial Council funds or that are sponsored by the Judicial Council if that person or 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 No Contract for Judicial Council Employees.**

Contractor hereby certifies and shall ensure that its Subcontractors certify in writing that former Judicial Council employees will not be awarded a contract or employed by Contractor or Subcontractors for 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 Judicial Council service.

### **22.3 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 or anything of monetary value in the form of entertainment, gifts or otherwise, to any officer, official, agent, or employee of the Judicial Council with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. The Judicial Council may terminate this Agreement, either in whole or in part, for breach of this warranty. Any loss or damage sustained by the Judicial Council 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 Judicial Council provided in this provision shall not be exclusive and shall be in addition to any other rights and remedies provided under this Agreement.

## **23 Certification**

### **23.1 Certification**

Contractor represents and warrants that the following statements are true. During the term of the Agreement, Contractor shall not take any action, or omit to perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the Judicial Council if any representation and warranty becomes untrue:

- 23.1.1 **Qualified to Do Business.** If Contractor is a corporation, limited liability company, or limited partnership, Contractor is qualified to do business and in good standing in the State.
- 23.1.2 **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. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)
- 23.1.3 **Iran Contracting Act.** If the Contract Amount is \$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).

## **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 Discrimination.**

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 Unlawful Harassment.**

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 Fair Employment and Housing Act.**

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 Notice of Obligation.**

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 Use of Non-Discrimination / No Harassment in all Subcontracts.**

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 Judicial Council 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 exclusively in accordance with the laws of the State of California without regard to its conflict of law provisions.

**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. Contractor shall provide an affidavit that the signatory identified by name and title is authorized to commit the entity to this Agreement.

**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.

### **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 Judicial Council if it loses this license or if the license expires. 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) Judicial Council of the State of California  
Attn: Branch Accounting and Procurement  
6th Floor  
455 Golden Gate Ave  
San Francisco, CA 94102

The Judicial Council 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 Permits, Licenses, and Certificates.**

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of any Work before the date of commencement of such Work. Such permits include, those issued by the State Fire Marshall and authorities having jurisdiction, but not limited to confined space entry permits, pressure vessel certification, air quality permits, fuel storage tank permits, building permits, digging permits and welding permits. All permits, licenses, and certificates shall be posted on CAFM.

Judicial Council construction projects are subject to review and approval by the following Authorities Having Jurisdiction (AHJs).

Office of the State Fire Marshal – Fire and Life Safety

Division of the State Architect (DSA) – Access for the Disabled

Board of State and Community Corrections (BSCC) – Holding Areas

**34.2 Inspection Records.**

Contractor shall maintain complete inspection records and make them available to the Judicial Council. All Work is subject to the Judicial Council'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.

**34.3 Work Site Visits.**

Contractor shall at all times permit the Judicial Council, 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 Judicial Council or governing authority. The Contractor shall be solely responsible for notifying the Judicial Council, during normal inspection hours, no less than twenty-four (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.

**34.4 Additional Testing, Inspection, or Approval.**

If the Judicial Council 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 Judicial Council will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or approval by an entity acceptable to the Judicial Council, and the Contractor shall give forty-eight (48) hours written Notice to the Judicial Council of where and when tests and inspections will be conducted so that the Judicial Council may observe the procedures.

**34.5 Failure of Portions of Work.**

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 and Expenses made necessary by such failure(s) including those of repeated procedures and compensation for the Judicial Council's services.

**34.6 Inspections and Tests Conducted by Judicial Council.**

Inspections and tests conducted by or on behalf of the Judicial Council are for the sole benefit of the Judicial Council 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 Judicial Council after Acceptance of the Work.

**35 Compliance with Applicable Laws**

**35.1 Required Notices.**

Contractor shall give all Notices required by law 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, including without limitation:

- 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 Work Contrary to Applicable Law, Ordinance, etc.**

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 and Related Provisions**

- 36.1.1 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.
- 36.1.2 Contractor shall make all its workers and those of its Subcontractors engaged in the performance of the Work aware of Work site safety, as well as fire and health requirements and regulations.
- 36.1.3 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.
- 36.1.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.
- 36.1.5 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 Judicial Council, the Courts, or a County.
- 36.1.6 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 Judicial Council, 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.
- 36.1.7 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.

- 36.1.8 Contractor shall exercise appropriate care to prevent and eliminate excessive dust, silt, airborne particulates including paint overspray, noise and other nuisances related to the performance of the Work from affecting the Judicial Council Facilities, its employees, the public and residences or businesses adjacent to the Work site. If the Contractor fails to comply with this requirement, the Judicial Council will have the right to immediately instruct the Contractor to cease all Work until it is in compliance with reasonable standards to resume the Work. Any increased costs resulting from such delay shall be borne by the Contractor and not the Judicial Council.
- 36.1.9 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 thoroughfares.
- 36.1.10 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.
- 36.1.11 All connections to public utilities and/or existing on-site services shall be 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.
- 36.1.12 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.
- 36.1.13 Contractor, Contractor's employees, its Subcontractors, Subcontractors' employees, or any person associated with the Work of Contractor shall conduct themselves in a manner appropriate for a Court Facility. Judicial Council may request that non-complying persons be permanently removed from a Work site.
- 36.1.14 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 Judicial Council.
- 36.1.15 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.

- 36.1.16 Contractor shall 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 Drug Free Workplace Act.**

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350-57 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 Loss, Claim, Damages, or Liability from Failure to Enforce Drug Free Workplace.**

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 or maintain a drug free workplace.

## **38 Cleaning Up**

### **38.1 Clean to the Original Condition.**

Upon completion of the Work or any segments thereof, Contractor shall clean the Work area to the original condition. Any areas beyond the Work site that become dust laden or unclean as a result of the Work will be restored to original prior conditions.

### **38.2 Work Site Free from Debris.**

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, Judicial Council may do so and the cost thereof shall be charged to Contractor.

### **38.3 Work Site Safe and Clean During Work.**

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 Utility Service Lines in Good Condition.**

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 Other Contractors.**

The Judicial Council 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 and access for introduction and storage of such contractors' Materials and execution of their Work and shall reasonably and properly coordinate Contractor's Work with the Work of such other contractors.

### **39.2 Inspection of Other Contractor's Work**



If any part of the Work depends for proper execution of, or results upon Work of, any other contractor, Contractor shall inspect and promptly report to the Judicial Council 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 Judicial Council 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 Judicial Council and its representatives shall at all times have access to Work wherever it is in preparation or progress. Contractor shall provide safe and proper access so that the Judicial Council'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 Judicial Council, 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 Judicial Council 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 Judicial Council.

#### **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 Judicial Council and/or a registered civil or structural engineer employed

by the Judicial Council, 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 Judicial Council.**

Pursuant to Labor Code section 6705, nothing in this section shall impose tort liability upon the Judicial Council 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 Warranty/Guarantee**

**44.1 Warranties on Materials, Fixtures, and Equipment.**

Contractor shall obtain and preserve for the benefit of the Judicial Council all manufacturers' warranties on Materials, fixtures, and equipment incorporated into the Work. Contractor shall furnish to the Judicial Council all applicable guarantees and/or warranty certificates.

**44.2 Guarantee for all Work for One Year Following Completion.**

In addition to guarantees required elsewhere, Contractor warrants and guarantees all Work for one year following completion. At the Judicial Council's sole option, Contractor shall either repair or replace any Work that is defective in workmanship and/or Materials, without expense whatsoever to Judicial Council.

**44.3 Defects Repair.**

In the event of failure of Contractor to commence and pursue replacements or repairs of defective Work within ten (10) Days after being notified in writing, Contractor and, to the extent applicable Surety, hereby acknowledge and agree that the Judicial Council is authorized to proceed to have defects repaired/replaced and otherwise made good at the expense of Contractor.

**44.4 Corrections for Defective Work.**

If, in the opinion of the Judicial Council, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Judicial Council or to prevent interruption of operations of the Facility, the Judicial Council will attempt to give the ten (10) Days Notice noted above. If Contractor cannot be contacted or fails to comply with the Judicial Council's request for an immediate response due to a dangerous condition or other condition requiring immediate attention as determined by the Judicial Council, the Judicial Council, at its

sole discretion, may proceed to immediately make any and all corrections the Judicial Council believes are necessary. The Contractor shall be responsible for all costs relating to such repair or replacement Work.

**44.5 Limited Guarantee.**

The above provisions shall not limit the guarantees on any items for which a longer guarantee is applicable, including any manufacturer's guarantees.

**44.6 No Limits to Rights or Remedies.**

Nothing herein shall limit any other rights or remedies available to the Judicial Council.

## **45 Warranty of Title**

**45.1 Third Party Claims or Actions.**

If a lien or a claim of any nature, including but not limited to a demand, stop notice, administrative or legal action should at any time be asserted or filed against the Work, Judicial Council property, or a Court Facility by any entity or person that has supplied Material or services for a Project, Contractor and, if applicable, 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 or stop notice to be released or discharged immediately.

**45.2 Evidence of Lien or Claim Satisfaction.**

If the Contractor fails to furnish to the Judicial Council, within ten (10) Days after demand by the Judicial Council, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the Judicial Council 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 Judicial Council from any sum payable to Contractor under this Agreement.

## **46 Labor, Wage & Hour, Apprentice, and Related Provisions**

**46.1 Labor Code Provisions.**

**46.1.1 Prevailing Wage.**

Contractor and all Subcontractors under the Contractor shall pay all workers on Work performed pursuant to this Agreement not less than the general and, as applicable, the special prevailing rate of per diem wages and the general and, as applicable, the special prevailing rate for holiday and overtime Work as determined by the Director of the Department of Industrial Relations, State of California, for the type of Work performed and the locality in which the Work is to be performed, pursuant to sections 1770 et seq. of

the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are on file at the Judicial Council's principal office. Prevailing Wage rates are also available from the Judicial Council or on the internet at (<http://www.dir.ca.gov>). Contractor and each Subcontractor shall be responsible for paying the applicable prevailing wage rate for the scope of work actually performed by its worker(s).

On March 19, 2020 DIR issued a Special Prevailing Wage Determination, for the craft Stationary Engineer for use in connection with Contracts issued hereunder for all three regions covered by the RFP. On April 17, 2020, the DIR re-issued the Special Determination to update the health and welfare contributions for two of the regions covered by the RFP ("Special Determination"). The Special Determination for the region covered by this Contract is attached hereto as Exhibit W and incorporated herein by reference.

- 46.1.2 Contractor shall ensure that Contractor and all of Contractor's Subcontractors execute the Prevailing Wage and Related Labor Requirements Certification attached to this Agreement as Exhibit H and incorporated herein.
- 46.1.3 Contractor shall comply with monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

**46.2 Registration.**

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

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

- 46.2.2 Contractor shall, and shall ensure that all "subcontractors" (as defined by Labor Code section 1722.1), comply with Labor Code section 1725.5, including without limitation the

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

**46.3 Hours of Work.**

- 46.3.1 Notwithstanding the timing and duration of the Work under the Agreement which is subject to court activities and other coordination required for occupied Facilities, as provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Agreement upon the Work or upon any part of the Work contemplated by this Agreement shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this Work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- 46.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of Judicial Council and to the Division of Labor Standards Enforcement of the DIR.
- 46.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Judicial Council forfeit the statutory amount (believed by the Judicial Council to be currently twenty five dollars (\$25)) 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 and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
- 46.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Judicial Council.
- 46.3.5 Work will typically take place in an occupied court Facility; therefore, Work hours may be restricted depending upon the Project. The individual TO will include any restrictions on

hours of Work. If the TO does not include a restriction on hours of Work, then the Work must take place during business hours.

**46.4 Payroll Records.**

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

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

46.4.2.1 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.

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

46.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Judicial Council, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

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

*I, \_\_\_\_\_ (Name-Print), the undersigned, am the \_\_\_\_\_  
\_\_\_\_ (Position in business) with the authority to act for and on behalf of \_\_\_\_\_  
\_\_\_\_ (Name of business and/or Contractor), certify under penalty of perjury that the records  
or copies thereof submitted and consisting of \_\_\_\_\_ (Description,  
number of pages) are the originals or true, full, and correct copies of the originals which  
depict the payroll record(s) of actual disbursements by way of cash, check, or whatever  
form to the individual or individual named, and (b) we have complied with the*

State of California Standard Agreement  
Contract No. \_\_\_\_\_

*requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.*

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

(Section 16401 of Title 8 of the California Code of Regulations)

- 46.4.4 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) Days after receipt of a written request.
- 46.4.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Judicial Council, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Agreement or performing Agreement shall not be marked or obliterated.
- 46.4.6 Contractor shall inform Judicial Council of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a Notice of change of location and address.
- 46.4.7 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) Days in which to comply subsequent to receipt of written Notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) Day period, Contractor shall, as a penalty to Judicial Council, forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 46.4.8 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

**46.5 Apprentices.**

- 46.5.1 Contractor acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that 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 with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- 46.5.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

- 46.5.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the Work of the craft or trade to which she/he is registered.
- 46.5.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- 46.5.5 Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Agreement shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- 46.5.6 Pursuant to Labor Code section 1777.5, if that section applies to this Agreement as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.
- 46.5.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
- 46.5.7.1 Be denied the right to bid or propose on any subsequent project for one (1) year from the date of such determination; and
  - 46.5.7.2 Forfeit as a penalty to Judicial Council the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- 46.5.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- 46.5.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and 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.



46.5.10 Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108 et seq.

46.5.11 Labor Code Section 1773.1 or 1773.9

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 in this Agreement, the Judicial Council will reimburse such higher travel or subsistence rates actually paid to a covered employee.

46.5.12 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. In the event of any labor unrest, Contractor agrees to provide the same level of service in connection with the terms of this Agreement. If Contractor fails to maintain the same level of service as a result of any labor unrest, the Judicial Council may withhold payment pursuant to terms of this Agreement.

## **47 Air and Water Pollution Control**

### **47.1 Compliance with Air and Water Pollution Control Rules.**

The Contractor shall comply with all air and water pollution control rules, regulations, ordinances and statutes which apply to the Work.

### **47.2 Air Quality Management District (AQMD).**

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.

## **48 Hazardous Materials**

### **48.1 Asbestos.**

Contractor shall not install any asbestos-containing Materials or products in any Work to be performed under this Agreement. 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. For any renovation or demolition work,

the Contractor shall comply with the Judicial Council's Asbestos Management Program and other written procedures for sampling, testing, and monitoring of potential or known hazardous Materials, as well as the transportation and disposal of Materials that are to be removed. Any work involving asbestos-containing Material (ACM) or involving any untested suspect Material must receive prior authorization from the Judicial Council's competent person. All testing, abatement, and disposal work performed under this Agreement shall comply with federal and State regulations.

#### 48.2 Lead.

Contractor shall not install any lead-containing, paint, or other products that contain (or are coated with) a detectable quantity of lead that mandates federal, State, or local jurisdiction requirements for employee monitoring and protection. in any work to be performed under this Agreement.

### 49 Notice of Completion

The Judicial Council may record a notice of completion when the entire Work for a TO has been completed to the satisfaction of the Judicial Council.

### 50 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 Judicial Council 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>, or by calling the Office of Small Business and DVBE Certification at 916- 375-4940.

The Contractor agrees to comply with all rules, regulations, ordinances and statutes that govern the DVBE Program, including, without limitation, MCV Section 999.5.

### 51 Task Order Payment Bond Requirements

In event that a TO Facility modification scope of Work exceeds the amount of \$100,000.00, the Judicial Council, at its sole discretion, may require Contractor to obtain and maintain as specified below, the following Surety payment bond issued by a California admitted Surety insurer as follows:

- 51.1 Payment Bond. A bond in an amount at least equal to one hundred percent (100%) of the TO for payment of person(s) performing labor and/or furnishing Materials in connection with this Agreement.

- 51.2 Payment for the cost for these bonds shall be covered in Contractor's TO Proposal.
- 51.3 Whenever a bond obtained in accordance with this Agreement is issued, or the amount of the bond changes, Contractor, or its Surety, shall provide the Judicial Council with a new bond, or a rider to the existing bond, as evidence of the bond being in compliance with the terms of this Agreement.
- 51.4 All bond documents must be pre-approved by the Judicial Council prior to commencing the TO Work.

*End of Exhibit*

## EXHIBIT H: PREVAILING WAGE LABOR CERTIFICATION FORM

### PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between Judicial Council of California (the "Judicial Council") and \_\_\_\_\_ (the "Contractor") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that Contractor and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

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

Proper Name of Contractor: \_\_\_\_\_

/ Subcontractor

Signature: \_\_\_\_\_

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

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

THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND ALL SUBCONTRACTORS

END OF CERTIFICATION

*End of Exhibit*

## EXHIBIT I: SAMPLE INVOICE

The monthly invoice shall include the following information at a minimum. The Contractor is required to develop as necessary updates and revisions to the invoice format with their Judicial Council Manager.

Period of Performance  
Contract Number  
Contractor Name  
Contractor Address for Remittance

Facility ID  
Facility Name  
Facility Address

System ID	Equipment Location	Periodic PM Performed	Date of Performance	\$ Rate
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Total Calculation and Amount Invoiced

*End of Exhibit*

**EXHIBIT J: FACILITIES LIST**

(This Exhibit will be a separate document posted on the web site as Attachment 2)

*End of Exhibit*

## EXHIBIT K: DELIVERABLES

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## EXHIBIT K: DELIVERABLES

### 1 Deliverable Matrix

Document Name	Initial Submittal	Update Schedule
Invoice Summary Report	Upon initial invoice submittal	By the 10th day of each month
Facility Transition Plan	Within sixty (45) Days of the Effective Date.	At least thirty (30) Days prior to the Transition Date for that Facility
Preventative Maintenance Plan	Within sixty (60) Business Days of the Effective Date.	Annually on the anniversary of the initial plan
Equipment History Assessments	Within sixty (60) Business Days of the Full Performance Date.	Annually on the anniversary of the initial plan
Asset Management Audit	Within sixty (60) Business Days of the Full Performance Date.	Annually on the anniversary of the initial plan
Quality Control Plan	Within sixty (60) Days of the Effective Date.	Annually on the anniversary of the Effective Date.
Safety Plan	Within thirty (30) Days of the Effective Date	Updated as needed; Reviewed annually
Refrigeration Management Plan	Within sixty (60) Days of the Effective Date.	Annually on the anniversary of the Effective Date.



## 2 Facility Transition Plan

Facility Transition Plan	
Initial Facilities	Within sixty (45) Days of the Effective Date.
Subsequently-added Facilities	At least thirty (30) Days prior to the Transition Date for that Facility

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 PMP 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.

Contractor shall deliver the initial Facility transition plan to the Regional Manager within forty-five (45) 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 J, at least thirty (30) Days before the applicable Transition Date.

The Facility transition plan shall include the following elements: Maintenance manpower requirements:

- Number of employees, if any dedicated full time to the Facility or group of Facilities.
- Maintenance organizational chart.
- Maintenance policy manual that defines authority and responsibilities.
- Minimum skill level requirements for each position on the maintenance staff in accordance with Agreement.
- Approach to providing maintenance to the Facility.
- List of the special tools and equipment that must be procured for the Facility.
- Bill of Materials that are to be stocked and available for the Facility.
- List of items to be maintained by outside maintenance organizations.
- Plan to transition alarm systems, building automation systems, and other electronic monitoring systems.
- Facility access procedures for Contractor personnel to gain access to the Facility, including issuance of keys, identification cards, etc.
- Plan to Work with and around hazardous materials such as asbestos, lead-based paint, etc.

**2.1.1.1 Preventative Maintenance Plan (PMP).**

<b>Preventative Maintenance Plan</b>	
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

2.1.1.1.1 Facility PMP. The Contractor shall prepare for the Judicial Council a Preventative Maintenance plan by Facility, including detailed Preventative Maintenance schedule. The Contractor shall develop a well-defined Preventative Maintenance plan that includes all maintenance, is based on system condition or performance, and achieves the Judicial Council goal of maintaining Facility quality while reducing life-cycle cost.

2.1.1.1.2 Work Analysis and Status Assessment. The Contractor shall conduct audits of 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 PMs, etc.

**2.1.2 Equipment History Assessments.**

<b>Equipment History Assessments</b>	
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

The Contractor shall provide quarterly updates for equipment history files of completed PMs and TOs 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, boiler emissions testing and steam trap testing results.

**2.1.3 Asset Management, Tracking, and Auditing.**

<b>Asset Management Audit</b>	
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

The Contractor must provide physical inventories and asset management of RPIE and Judicial Council-owned FF&E. Contractor shall complete an initial inventory on each Facility upon transition to Contractor. The Judicial Council 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 Judicial Council-provided CAFM system for these inventories, audits, and reports.

**2.1.4 Quality Control Plan (QCP).**

<b>Quality Control Plan (QCP)</b>	
Quality Control Plan	Within sixty (60) Days of the Effective Date.
Updates to Quality Control Plan	Annually on the anniversary of the Full Performance Date.

2.1.4.1 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 Judicial Council the means to easily verify compliance. The Contractor shall establish and maintain a complete QCP to ensure the Work is provided as specified.

2.1.4.2 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.

2.1.4.3 The QCP shall:

- 2.1.4.3.1 Describe inspection services to be provided and how measurements are made and Data is collected. At minimum ten percent (10%) of all PMs will be checked by the Contractor’s management or quality staff on a monthly basis.
- 2.1.4.3.2 Provide KPIs to be used by Contractor personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory Agreement performance.
- 2.1.4.3.3 Provide Data which allows the Judicial Council to easily verify Contractor performance including the 10% check described above. Contractor will provide monthly quality control reports to the Judicial Council.
- 2.1.4.3.4 Describe how Contractor processes shall be changed to continually improve performance and address all substandard findings by either the Judicial Council or the Contractor.
- 2.1.4.3.5 Provide management-level metrics that verify compliance with this Agreement and PMs and TOs and give trend Data needed for the Judicial Council to lead and direct the Facility operation program.

2.1.5 **Safety Plan.**

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 Full Performance 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

- 2.1.5.1 The Contractor must provide a program-level safety plan within thirty (30) Days of the Effective Date that, at a minimum, is compliant with the federal, State, and local

regulatory requirements and industry standards. "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 Judicial Council or an equivalent document provided by the Contractor.

2.1.5.2 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 twenty percent (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 J 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 PMP, and items to include in the Preventative Maintenance Plan. This plan will be coordinated with the local Courts.

2.1.5.3 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.

2.1.5.4 The safety plan must comply with the all local, state and federal law, codes, ordinances, and regulations and rules , regulations, orders, standards, contained in Section 35 of Exhibit G. The contractor shall update the safety plan as changes occur. The Judicial Council has a right to determine that some safety practices are so far beyond the required level based on regulations or standard industry practices that they place 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 Judicial Council 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 Judicial Council, stop the practice, or continue the practice but charge the Judicial Council only for efforts that are not beyond regulations and industry standards.

**2.2 Refrigerant Management Plans**

Quality Control Plan (QCP)	
Refrigerant Management Plan	Within sixty (60) Days of the Effective Date.
Updates to Quality Control Plan	Annually on the anniversary of the Full Performance Date.

Contractor shall submit an annual Refrigerant Management Plan for each facility that has an asset (or system of assets) that contains more than 49.9 pounds of refrigerant. For each calendar year, the plan shall list and summarize all service work orders that measure the refrigerant charge of an asset or system of assets, the refrigerant losses and additions of the service work orders, the service work orders' amount of refrigerant removed for recycling, and the total refrigerant losses and additions at the facility for a calendar year.

**2.3 Hazardous Materials Management Plans**

Hazardous Materials Management Plan	Within 60 Days of the Effective Date
Updates to Hazardous Materials Management Plan	Annually on the anniversary of the Full Performance Date

2.3.1 The objectives of hazardous materials management are (i) to ensure that all the requirements of the Agreement are met throughout the term of the Agreement and (ii) to provide the Judicial Council with means to easily verify compliance. The Contractor shall establish and maintain a complete Hazardous Materials Management Program to ensure the Work is provided as specified.

2.3.2 The Contractor shall finalize the Hazardous Materials Management Plan (HMMP) and acquire JCC's Risk Management Unit's approval within sixty (60) Days of the Effective Date. The HMMP shall be an Agreement compliance document. The HMMP shall be updated as changes occur. The Contractor

shall submit an updated HMMP to the JCC's Risk Management Unit annually on the anniversary of the Effective Date.

2.3.3 The HMMP shall:

- 2.3.3.1 Describe hazardous materials services to be provided and how measurements are made and data is collected.
- 2.3.3.2 Describe Training Program to ensure adequate Contractor personnel meet the Class III Asbestos work training requirements.
- 2.3.3.3 Provide KPIs to be used by Contractor personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory Agreement or performance.
- 2.3.3.4 Provide Data which allows the Judicial Council to easily verify Contractor performance. Contractor will provide monthly quality control reports to the Judicial Council.
- 2.3.3.5 Describe how Contractor processes shall be changed to continually improve performance and address all substandard findings by either the Judicial Council or the Contractor.
- 2.3.3.6 Provide management-level metrics to verify compliance with work performed under this Agreement and trend data needed for the Judicial Council to lead and direct the Facility Operation program.

*End of Exhibit*

## EXHIBIT L: JOB DESCRIPTIONS

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## **EXHIBIT L: JOB DESCRIPTIONS**

### **1 Accounting Technician**

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**

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**

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 Stationary Engineer**

The building facility work, repairs and preventative maintenance shall be accomplished by the craft Stationary Engineer. All engineers shall comply with all federal, state and the Employer's safety policies and, directives. Engineers shall, if and when called upon, shall perform any or all of the following skilled and technical duties but not necessarily limited to installing, maintaining, replacing, repairing, operating or assisting in operating all heating and ventilation equipment, engines, motors, combustion engines, pumps, air compressors, ice and refrigerating machines, air conditioning units, fans, siphons, also automatic and power-oiling pumps and engines, and Class III Asbestos Work – Disturbance by Facility Crafts/Trades more specifically described as follows:

- i. Operation, maintenance, installation, replacement and repair of all boilers, heaters pumps, valves, appurtenances and lines used in the distribution of steam and heated or processed water.
- ii. Operation, maintenance, installation, replacement and repair of refrigerant compressors, condensers, evaporators, traps, transfer pumps, expansion valves, stop valves and float

- valves, together with all refrigerant lines and devices used to control temperature, and air conditioning systems in their entirety.
- iii. Operation, maintenance, installation, replacement and repair of pumps handling brines or other secondary refrigerating liquids together with all valves, appurtenances and lines used in the system.
  - iv. Operation, maintenance, installation, replacement and repair of air compressors, together with distribution lines and all valves and devices for air control.
  - v. Operation, maintenance, installation, replacement and repair of all natural and manufactured gas distribution lines, including all valves and devices for air control.
  - vi. Operation, maintenance, installation, replacement and repair of water filters, softeners, piping and pumps used in conjunction with water distribution, including all sinks and toilet bowls, including all supply lines, drains, water lines, control devices and sprinkler systems.
  - vii. Operation, maintenance, installation, replacement and repair of all types of electrical motors and engines used to power pumps, compressors and fans. Maintenance of elevators, man lifts, escalators and hoist ways except where this type of equipment is serviced and maintained by specialized contractors, and only where the Engineer is properly licensed to do so.
  - viii. All electrical work and repair.
  - ix. Tools considered as necessary to the fulfillment of the duties of the engineer shall include all those which may be required in the performance of his duties, including such types of special equipment necessary to operate, install, maintain and repair the equipment listed.
  - x. Operation, maintenance, installation, replacement and repair of all fuel oil systems including pumps, valves, lines and controls.
  - xi. Operation, maintenance, installation, replacement and repair of building automation systems for HVAC, including consoles, data gathering panels, remote sensors and indicating devices.
  - xii. Operation, maintenance, installation, replacement and repair of all mail conveyor systems excluding tenant owned systems.
  - xiii. Operation, maintenance, installation, replacement and repair of sanitary sewer systems, sump pumps including basins, water closets, urinals and piping.
  - xiv. Maintenance, installation, replacement and repair of trash compactors, including electrical and hydraulic systems.
  - xv. Maintenance, installation, replacement and repair of all kitchen equipment excluding tenant owned equipment.
  - xvi. Operation, maintenance, installation, replacement and repair of all life Safety related equipment.

• **Employment Standards:**

- i. Four years of journey-level experience operating, maintaining, and repairing HVAC/boiler equipment or,
- ii. A combination of training, education, and experience that is equivalent to the employment standard listed above and that provides the required knowledge, abilities, and universal CFC License.

- iii. Operating Engineer Apprenticeships, Technical Program Certifications, or Prior Military training in Building Automation Systems (BAS), Central Utility Plant (CUP) operations preferred.
- iv. Possession of a valid universal CFC License is required.

- **Additional Qualifications:**

Knowledge of:

- i. Methods, tools, and equipment used in the repair of heating and air conditioning equipment in buildings and structures.
- ii. Operating principles, efficiency optimization practices, and compliance requirements of heating, air conditioning, and refrigeration equipment.
- iii. Computerized energy management software.
- iv. Basic arithmetic.
- v. Work safety practices related to HVAC work.

Ability to:

- i. Recognize and locate conditions which require repair and maintenance work.
- ii. Keep records.
- iii. Communicate effectively.
- iv. Regulate and control their operations.
- v. Complete written forms.
- vi. Read and interpret schematics; read and apply operating/repair instructions and contract provisions.
- vii. Explain technical information to others.
- viii. Learn and apply principles and practices of contract administration.
- ix. Work independently.
- x. Use a computer.

## **5 District and District Assistant Supervisor**

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.

## **6 Environmental Health and Safety Supervisor**

Bachelor's 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 organizationsgoals to include strong project management skills. Certificate in Environmental Management and Certified Safety Professional (CSP) or equivalent certification preferred.

## **7 Facility Modifications Project Manager**

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.

## **8 Facility Modifications Manager**

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.

## **9 Information / Database Technician**

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**

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 Quality Control and Training Supervisor**

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.

## **12 Quality Control Technician**

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.

### **13 Regional Contract Manager**

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.

*End of Exhibit*

### EXHIBIT M: CONTRACTOR STAFFING

Mandatory Management/Support Staff (Contract reference: Exhibit L)

Position Title	Exempt / Non Exempt	Annual Cost	FTEs (1820 hours minimum)	Contract Total	Hourly Rate for Non-Exempt

*End of Exhibit*

## **EXHIBIT N: JUDICIAL COUNCIL TOOL CONTROL POLICY**

(Effective October 1, 2009)

### **Property Control in In-Custody Holding Areas**

#### **Background:**

The Facilities Management Unit is responsible for Facilities Services throughout In-Custody Holding areas. Successful provision of services requires technical personnel to access and operate in these areas and to bring all the tools, supplies, Materials, parts, and equipment necessary to complete their work.

Due to the unique nature of the environment, there is an extremely high risk that any of these items, if not properly controlled, will result in property damage, and/or personal injury to those who operate and occupy the areas, and to others who may in the course of normal operations, enter these areas.

#### **Policy:**

**In-Custody Holding Areas:** It is the policy of the Facilities Management Unit to control all tools, supplies, Materials, parts, and equipment necessary to complete Facilities Services work in In-Custody Holding areas. This control will be achieved through implementation of the procedures and documentation below and will be reinforced through periodic evaluation.

**All other areas:** This policy applies equally to all other areas in which Court or Court-related or supported functions are conducted. These areas include but are not limited to conference rooms, secured Court staff areas, parking lots, administrative areas, hallways, conveyances, restrooms, and building infrastructure control rooms. Control in these areas shall be achieved to the greatest extent possible through an emphasis on awareness, vigilance, and on-the-spot remediation of deficiencies in property control and accountability.

Acceptance of employment in the Court environment in general implies a thorough understanding of the physical security risks involved when tools, supplies, Materials, parts, and equipment are not properly controlled. Facilities Management Unit staff and outsourced service providers at all levels are responsible to support this policy through education and direct action. Failure to apply the fundamentals of this policy through action or inaction can result in property damage, and/or personal injury to anyone in the Court environment and can lead to appropriate action, up to and including the suspension of granted access rights to state Courts.

#### **Goal:**

Eliminate risks of property damage, and/or personal injury to those who operate and occupy In-Custody Holding areas, and to others who may in the course of normal operations, enter these areas.

**Procedure:**

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

- Pre-entry: The basic activities in this phase include planning, scheduling, and coordination with In-Custody operational personnel, and assembly of tools, supplies, Materials, parts, and equipment necessary to complete the work. This includes travel to the job site, arrival, and formal notification to In-Custody operational personnel that all preparations for work are completed. Establishment of positive control of tools, supplies, Materials, parts, and equipment is accomplished.
- In Place: This phase includes activities carried out while inside the controlled In-Custody Holding areas. There shall be no intermediate exit/re-entry.
- Exit. In this phase, technicians have completed all work and are outside the controlled In-Custody Holding areas. Technicians inform In-Custody operational personnel of the job status, report any unusual circumstances, and complete necessary documentation to validate and record control of tools, supplies, Materials, parts, and equipment.

**Minimal Operational Requirements:**

Proper control of tools, supplies, Materials, parts, and equipment is achieved through inventory and documentation activities at each of the three phases as described above. Personnel must be vigilant to ensure:

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

**Documentation:**

In order to record the actions required in the Minimal Operational Requirements, a simple localized form shall be developed and used at each occurrence of the procedure above.

- The form shall allow for recording of the date, place, and time of the inventory of property in the Pre-entry Phase and shall have a place to record the signatures of both the technician, (or lead technician), and the In-Custody operational personnel.



- The form shall allow for recording of the inventory of property in the Exit Phase and shall have a place to record the date, place, and time, and signatures of both the technician, (or lead technician), and the In-Custody operational personnel.
- If, during the Exit phase, it is discovered that one or more items shown on the Pre-entry inventory are missing, Facilities Services personnel shall immediately report the condition to the In-Custody operational personnel, remain at the job site, and comply with all direction as provided by the In-Custody operational personnel to resolve the deficiency. Regardless of the results of the effort to reconcile “Pre-Entry property inventories” to “Exit property inventories”, Facilities Services personnel shall record the details of the event on the form.
- Retain completed forms for at least ninety (90) Days at each site.

**Compliance:**

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

**Site Specific Requirements:**

Because there are a very wide range of physical layouts, sizes, assignment of In-Custody operational personnel, Facilities Services resources, and In-Custody operating schedules and procedures, local Facilities Services management shall establish written site specific guides and procedures, but at a minimum must include a form to record the date, place, and time of inventories and validation signatures as shown in the Documentation section above.

**Site Specific Options:**

Decisions on whether or not to establish dedicated tool cribs, shadow boards, containers, property marking, lost/found property guidance or other control measures for tools, supplies, Materials, parts, and equipment in support of general Facilities Services operations are local, and as such are outside the provisions of this policy. Such provisions shall not in any way take precedence over, or in any other manner interfere with, the requirements of this policy.

**Exemption:**

The procedures and documentation in this policy is not required when Facilities Services personnel are sworn peace officers and also serve in the capacity of In-Custody operational personnel.

**Periodic Evaluation:**

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

*End of Exhibit*

## EXHIBIT O: JUDICIAL COUNCIL BACKGROUND CHECK POLICY

**Policy Number:** EPSC  
**Title:** Background Checks for Contractors Working on the Judicial Council's Behalf in Restricted Areas  
**Contact:** Office of Emergency Response and Security (EPSC)  
**Policy Statement:** Judicial Council staff must adhere to this policy and related procedures to ensure compliance with CLETS regulation

### WHO MUST COMPLY WITH THIS POLICY?

This policy applies to:

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

### WHAT IS THE POLICY?

Judicial Council 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 EPSC 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 EPSC procedure.

### Definition of Contractor

For the purposes of this policy and related EPSC services, any person who either contracts with the Judicial Council or is employed through a Third Party who contracts with the Judicial Council *who provides services* under that contract at a court or the California Court Technology Center (CCTC).

This excludes contractors and agencies who do not receive payment for services from the Judicial Council. 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.

EPSC 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 Judicial Council'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?**

Judicial Council retains contractors to do work on its behalf or on behalf of Courts, and these contractors are often located in the Courts. Many if not all Courts subscribe to CLETS service from the 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 Judicial Council has implemented a policy of conducting CLETS-level background checks for any of its contractors who would be in Restricted Areas.

The Judicial Council's Executive Office delegated to EPSC oversight of background checks for non-Judicial Council employees working under contract with the Judicial Council in Restricted Areas. EPSC worked with the DOJ and several Judicial Council 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?**

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

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

EPSC and the Judicial Council'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.

EPSC will send the EPSC procedure to the designated Judicial Council contact and Contractor contact. The Judicial Council 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 EPSC.

EPSC will send the Contractor contact an "Applicant Packet" with the appropriate instructions and forms. The forms are pre-filled with Judicial Council 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.

EPSC will provide the Judicial Council contact and Contractor contact with information about how Applicants can check the status of their submissions with DOJ.

#### **WHAT ARE THE EVALUATION CRITERIA?**

EPSC 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 Judicial Council qualifies as an Applicant Agency under California law, it receives the criminal record results electronically from the DOJ. EPSC 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). EPSC 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, EPSC will notify the Judicial Council contact and Contractor contact. EPSC then deletes the criminal record results.

The Judicial Council contact or Contractor contact must provide EPSC 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.

EPSC 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, EPSC will notify the Judicial Council contact and Contractor contact that the applicant is not suitable for unescorted access to a Restricted Area. EPSC then deletes the criminal record results.

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

EPSC 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 Judicial Council contact wants EPSC to re-evaluate, the Applicant will have to be re-fingerprinted.

### **Subsequent Arrests**

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

If EPSC is notified of a Contractor's arrest, it may re-evaluate the person's suitability for unescorted access to Restricted Areas. EPSC 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, EPSC will notify the Judicial Council 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 Judicial Council contact request an exception from EPSC. 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. EPSC will send the Contractor contact a new Applicant Packet. Once EPSC receives the criminal record results electronically from the DOJ, the EPSC Senior Manager will evaluate the request and notify the Judicial Council 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 EPSC 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 Judicial Council facilities.

The badges that allow access to Judicial Council buildings are part of a separate EPSC program. Judicial Council building access is only granted to people who will work in the building regularly, and it must be applied for in person. The Judicial Council contact or designee may escort the Contractor to the EPSC 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), EPSC will forward batches of replacements to the Judicial Council contact or Contractor contact to distribute as needed. The expired badges must be returned to EPSC 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 Judicial Council contact must inform EPSC as quickly as possible.
- The Contractor contact must promptly collect the Contractor's badge and return it to EPSC.
- EPSC must fax an NLI form to the DOJ so that it does not receive subsequent arrest
- notifications.

### **QUESTIONS AND COMPLAINTS**

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

### **ADDITIONAL RESOURCES**

Judicial Council divisions and staff may contact EPSC for current versions of the following documents:

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

*End of Exhibit*

## **EXHIBIT P: FACILITY PREVENTATIVE MAINTENANCE TASK MATRIX**

This Exhibit will be separate documents posted on the web site as the following:

Attachment 15: BANCRO Facility Preventative Maintenance Task Matrix

Attachment 16: NCRO Facility Preventative Maintenance Task Matrix

Attachment 17: SRO Facility Preventative Maintenance Task Matrix

*End of Exhibit*



**EXHIBIT Q:**

**PREVENTATIVE MAINTENANCE PROCEDURES BY SYSTEM**

(This Exhibit will be a separate document posted on the web site as Attachment 4)

*End of Exhibit*

**EXHIBIT R: CONTRACTOR ORGANIZATION CHART**

(To be inserted after award)

*End of Exhibit*

### EXHIBIT S: DELEGATED LIST

County	Bldg ID	Oracle ID	Building Name	Managing Party	Building Gross (SF)	Delegated Responsible (SF)	Exclusive Court Space (SF)	Exclusive Non-Court Space	Common Space	County Share of Common Costs
Imperial	13-A1	BDA1	Imperial County Courthouse	JCC	60,260	60,260	24,568	18343	17349	0.00%
Imperial	13-D1	BDD1	Winterhaven Court	JCC	2,100	2,100	2,100			0.00%
Imperial	13-E2	BDE2	Brawley Court	County	20,903	5,897	5,897			0.00%

Orange	30-A1	DAA1	Central Justice Center	JCC	500,180	500,180	322,724	31,265	146,382	8.83%
Orange	30-B1	DAB1	Betty Lou Lamoreaux Justice Center	JCC	-	230,706	127,655	32,010	(159,665)	20.05%
Orange	30-C1	DAC1	North Justice Center	JCC	131,843	131,843	89,544	9,608	32,691	9.69%
Orange	30-D1	DAD1	West Justice Center	JCC	113,160	113,160	83,288	8,557	21,315	9.32%
Orange	30-E1	DAE1	Harbor Justice Center-Newport Beach Facility	JCC	-	110,855	73,166	13,603	(86,769)	15.68%

Riverside	33-A1	DDA1	Family Law Court	JCC	75,640	75,640	75,640			0.00%
Riverside	33-A3	DDA3	Hall of Justice	JCC	167,386	167,386	167,386			0.00%
Riverside	33-C1	DDC1	Larson Justice Center	JCC	152,990	152,990	148,995	3995	0	2.61%
Riverside	33-C2	DDC2	Annex Justice Center (Indio) <sup>1</sup>	County	-	-	-	0	0	0.00%
Riverside	33-C3	DDC3	Indio Juvenile Court <sup>5</sup>	JCC	15,303	15,303	15,303	0	0	0.00%
Riverside	33-C4	DDC4	Indio County Administrative Center <sup>1</sup>	JCC	-	-	-			0.00%

State of California Standard Agreement  
 Contract No. \_\_\_\_\_

County	Bldg ID	Oracle ID	Building Name	Managing Party	Building Gross (SF)	Delegated Responsible (SF)	Exclusive Court Space (SF)	Exclusive Non-Court Space	Common Space	County Share of Common Costs
Riverside	33-D1	DDD1	Blythe Courthouse - Superior Court	JCC	11,016	11,016	11,016	0	0	0.00%
Riverside	33-E1	DDE1	Palm Springs Courts	County	-	15,878	15,878			0.00%
Riverside	33-F1	DDF1	Hemet	JCC	26,511	26,511	26,511			0.00%
Riverside	33-G4	DDG4	New Banning Courthouse 3	JCC	68,584	68,584	68,584			0.00%
Riverside	33-H1	DDH1	Temecula	County	-	8,899	8,899	0	0	0.00%
Riverside	33-J1	DDJ1	Corona	County	-	20,517	20,517			0.00%
Riverside	33-M1	DDM1	Southwest Justice Center <sup>4</sup>	JCC	191,032	191,032	130,756	40389	19,887	23.60%
Riverside	33-M4		Southwest Juvenile Courthouse	JCC		14,371	14,371			0.00%
Riverside	33-N1	DDN1	Riverside Juvenile Court <sup>2</sup>	JCC	38,309	38,309	14,400	14787	9122	50.66%
Riverside	33-N2	DDN2	Riverside Juvenile Justice Trailers <sup>2</sup>	JCC	-	-	-			0.00%
Riverside	33-N3	DDN3	Riverside Juvenile Justice Trailers <sup>2</sup>	JCC	-	-	-			0.00%

San Luis Obispo	40-A1	EAA1	Courthouse Annex	County	112,000	40,867	40,867		0.00%	0.00%
San Luis Obispo	40-E1	EAE1	Grover Beach Branch	JCC	5,153	5,153	5,153		0.00%	0.00%
San Luis Obispo	40-H1	EAH1	1070 Palm St.	JCC	2,528	2,528	2,528		0.00%	0.00%
San Luis Obispo	40-J1	EAJ1	Paso Robles Courthouse	JCC	22,300	22,300	22,300		0.00%	0.00%

*End of Exhibit*

**EXHIBIT T: CONTRACTOR PRICE PROPOSAL**

To be inserted after award

*End of Exhibit*

**EXHIBIT U:**  
Hazardous Materials Management  
&  
Bloodborne Pathogen Exposure Control Plan

SCOPE OF WORK

(This Exhibit will be a separate document posted on the web site as Attachment 9)

**EXHIBIT U-1**  
Asbestos Management Plan

SCOPE OF WORK

(This Exhibit will be a separate document posted on the web site as Attachment 13)

**EXHIBIT U-2**  
Health and Safety Hazard Checklist

SCOPE OF WORK

(This Exhibit will be a separate document posted on the web site as Attachment 14)

**EXHIBIT V:**  
**Asset Listing By Region**

(This Exhibit will be a separate document posted on the web site as Attachment 10)

**EXHIBIT W:**  
Special Prevailing Wage Determination

(This Exhibit will be a separate document posted on the web site as Attachment 11)