

DOCUMENT 00 45 00

NOTICE OF AWARD (SAMPLE)

Dated: _____, 20____

To: _____
("Contractor")

(Address)

From: **Judicial Council of California** ("Judicial Council")

Re: **Supreme Court and First District Court of Appeal Tenant Improvement Project** ("Project" or "Contract")

Contractor was awarded Contract 1 for the First District Court of Appeal scope on _____, 20____, by [describe formal action authorizing award].

Contractor was awarded Contract 2 for the Supreme Court scope on _____, 20____, by [describe formal action authorizing award].

The Contract Price is \$_____ for Contract 1.

The Contract Price is \$_____ for Contract 2.

Three (3) copies of each of the Contract Documents (except Drawings) accompany the Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

Contractor must comply with the following conditions precedent within **TEN (10) calendar days** of the date of this Notice of Award.

Contractor must execute and submit the following Contract Documents to Judicial Council by **5:00 PM PT** of the **TENTH (10TH) calendar day** following receipt of the Contract Documents from Judicial Council. Failure to properly and timely submit the following Contract Documents entitles Judicial Council to foreclose on Contractor's bid bond and award the contract to the next lowest responsive and responsible bidder, to the extent applicable.

1. Agreement (Document 00 45 10): Judicial Council will submit the Agreement to the successful Bidder electronically via email. Bidder must sign and return the Agreement to Judicial Council electronically via email to Contracts@jud.ca.gov. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**
2. Certifications to be Completed by Contractor (Document 00 45 40).
3. Performance Bond (100%) (Document 00 61 14). Fully executed form provided in the Contract Documents.
4. Payment Bond (100%) (Contractor's Labor and Material Bond) (Document 00 61 15). Fully executed form provided in the Contract Documents.
5. Insurance Certificates and Endorsements as required.

Failure to comply with these conditions within the time specified will entitle Judicial Council to consider Contractor's Bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights Judicial Council may have against Contractor.

Judicial Council will return to Contractor one fully signed counterpart of the Agreement.

SIGNATURE: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 45 10

AGREEMENT (SAMPLE)

This agreement ("Agreement") is made and entered into on _____, 202_____
("Effective Date"), by and between Judicial Council of California ("Judicial Council") and
_____ ("Contractor"). Judicial Council and Contractor may be referred to
individually as a "Party," or collectively as the "Parties." Judicial Council and Contractor agree as follows:

1. **Defined Terms.** Unless otherwise specifically defined herein, any capitalized term shall be given the same definition as in the Contract Documents.
2. **The Work.** Contractor agrees to furnish all Work for the following project:

Supreme Court and First District Court of Appeal Tenant Improvement Project ("Project")

All Work must be performed and completed as required in the Contract Documents, as defined in the General Conditions, under the direction and supervision of, and subject to, the approval of Judicial Council or its authorized representative.

3. **The Contract Documents.**

- a. **General Overview.** The complete Contract consists of all Contract Documents, as defined in the General Conditions, which are hereby incorporated by this reference. All obligations of Judicial Council and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are complimentary and intended to be read together as a whole so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents/Order of Precedence.** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, must be submitted to Judicial Council for interpretation. Inconsistencies in the Contract Documents will be resolved by giving precedence in the following order:
 - (i) Judicial Council-approved **written** modifications, beginning with the most recent (if any), including, without limitation Change Orders, Field Orders, etc.
 - (ii) Agreement
 - (iii) State Contract Act Provisions (if any)
 - (iv) Special Conditions (if any)
 - (v) Supplemental Conditions (if any)
 - (vi) General Conditions
 - (vii) Division 1 Documents (Documents beginning with "01")
 - (viii) Division 2 through Division 49 documents (Technical Specifications)
 - (ix) Figured dimensions
 - (x) Large-scale drawings
 - (xi) Small-scale drawings
 - (xii) Remaining Division 0 documents (Documents beginning with "00")

In case of conflict, the greater quantity and/or higher standard of workmanship will apply unless Judicial Council expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The Judicial Council shall render a decision as to the applicable quantity or standard of workmanship in its sole discretion and any such decision will be final. Without in any way limiting the foregoing, Document 00 31 19 titled Existing Information and Documentation Regarding Project Site **SHALL NOT** be a Contract Document.

4. **Integration and Modification.** The Contract Documents, and any other documents specifically incorporated by reference into this Agreement, are completely integrated as the complete and exclusive statement of the terms of

the Agreement. This Agreement supersedes all previous contracts, agreements, and/or communications, both oral and written, and constitutes the entire understanding of Judicial Council and Contractor. No extrinsic evidence whatsoever will be admissible or used to explain, vary, add to, supplement, or interpret the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations will be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

5. **Time for Completion.** It is hereby understood and agreed that Contractor must complete all Work within One Hundred and Twenty (120) consecutive calendar days ("Contract Time") from the date specified in Judicial Council's Notice to Proceed. Judicial Council will not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, will be considered to have Float.

All Work is to be completed after-hours:

Contract One: 5:00PM – 2:00 AM
Contract Two: 5:00PM – 2:00 AM

6. **Completion-Extension of Time.** If Contractor fails to complete the Work within the Contract Time, due allowance being made for Excusable Delays, Contractor will become liable to Judicial Council for all losses and damages Judicial Council may suffer on account thereof. Contractor must coordinate its Work with the work of all other contractors. Judicial Council will not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor will be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
7. **Liquidated Damages.** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that Judicial Council will sustain in the event of and by reason of Contractor's delay; therefore, as authorized by law, Contractor will forfeit and pay to Judicial Council the following sum(s) as liquidated damages ("Liquidated Damages"):
- a. **Project Completion:** Five thousand three hundred and eighty dollars (\$5,380.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
- (i) Each portion of the Liquidated Damages will be calculated cumulatively. For example, if Contractor is late in completing two (2) milestones and the entire Project, Contractor will forfeit and pay three (3) separate Liquidated Damages amounts. It is hereby understood and agreed that neither the total cumulative Liquidated Damages amount nor any portion of the Liquidated Damage amount are penalties.
 - (ii) Without limiting Judicial Council's other remedies to recover Liquidated Damages, Judicial Council may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to Judicial Council, and Judicial Council's right to retain Liquidated Damages, are as allowable by law and as indicated herein and in the General Conditions. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither Judicial Council's failure or delay in deducting Liquidated Damages from payments otherwise due Contractor, nor Judicial Council's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, will be deemed a waiver of Judicial Council's right to Liquidated Damages and/or Judicial Council's right to withhold Liquidated Damages from any amounts that would otherwise be payable to Contractor.
 - (iii) Contractor and Surety will be liable for and pay to Judicial Council the entire amount of Liquidated Damages, including any portion that exceeds the amount of the Contract Price then held, retained or controlled by Judicial Council.
 - (iv) Liquidated Damages will be in addition, and not in lieu of, Judicial Council's rights or remedies in the Contract Documents, including, without limitation, to charge Contractor for Judicial Council's cost of completing or correcting items of the Work.

8. **Contract Price.** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. Judicial Council covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

	Dollars (\$	)
(Base Contract Amount)		
+	Dollars (\$	)
Allowance Amount)	[LIST ALLOWANCE TYPE AND AMOUNT, PRIOR TO EXECUTION IF APPLICABLE]	
+	Dollars (\$	)
Allowance Amount)	[LIST ALLOWANCE TYPE AND AMOUNT, PRIOR TO EXECUTION IF APPLICABLE]	
=	Dollars (\$	)
(“Contract Price”)		

- a. **THE ABOVE ALLOWANCES ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT ALL THE FOLLOWING CONDITIONS HAVE BEEN MET:**
- (i) **JUDICIAL COUNCIL HAS ISSUED A CHANGE ORDER FOR THE SUBJECT WORK;**
 - (ii) **CONTRACTOR HAS PERFORMED WORK AS DESCRIBED IN THE ALLOWANCE DESCRIPTION CONSISTENT WITH THE CONTRACT DOCUMENTS;**
 - (iii) **CONTRACTOR HAS APPROPRIATELY INVOICED FOR THAT WORK; AND**
 - (iv) **JUDICIAL COUNCIL HAS ACCEPTED THE WORK AND APPROVED CONTRACTOR’S INVOICE.**
- b. **THE UNUSED PORTION OF EACH ALLOWANCE WILL BE RETAINED BY JUDICIAL COUNCIL THROUGH THE ISSUANCE OF A DEDUCTIVE CHANGE ORDER AFTER COMPLETION OF THE WORK.**
- c. Judicial Council will pay the Contract Price in lawful money of the United States pursuant to the payment provisions in the General Conditions.
- d. Judicial Council may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor’s original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor’s performance of the Work, Judicial Council may elect to add or delete any Alternate Bid Items. If Judicial Council elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) will be as set forth in Contractor’s Bid, at Judicial Council’s discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time will be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time will be equitably adjusted.
9. **Insurance and Bonds.** Contractor must provide all required certificates of insurance, and payment and performance bonds prior to commencement of Work.
10. **Performance of Work.** If Contractor fails to perform the Work properly or fails to perform consistent with any provisions of the Contract Documents, Judicial Council, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies in Contractor’s Work and deduct the cost thereof from the payment then or thereafter due Contractor.

11. **Authority of Architect, Project Inspector.** Contractor hereby acknowledges that the Architect(s) and Project Inspector(s) (if applicable) have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents and all applicable laws. Contractor will be liable for any delay caused by its non-compliant Work.

12. **Notice and Service Thereof.**

- a. Any notice required by the Contract must be in writing, dated and signed by the Party giving notice or by a duly authorized representative of that Party. Notice must be served and considered effective if given in one of the following manners:
- (i) By personal delivery, considered delivered on the day of delivery.
 - (ii) By overnight delivery service, considered delivered one (1) day after date deposited, as indicated by the delivery service.
 - (iii) By depositing same in United States mail, enclosed in a sealed envelope, considered delivered three (3) days after date deposited, as indicated by the postmarked date.
 - (iv) By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.
- b. Notice will be provided to either Party at the following locations:

If to Judicial Council: _____ _____ _____, CA _____ ATTN: _____ With a copy to: _____ _____ _____, CA _____ ATTN: _____	If to Contractor: _____ _____ _____, CA _____ ATTN: _____
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13. **Assignment of Contract.** Contractor will not assign the Agreement, or any part thereof including, without limitation, any services or money that may become due, without the prior written consent of Judicial Council, nor without the written consent of the Surety on Contractor's Performance Bond, unless the Surety has waived in writing its right to notice of assignment. Assignment without Judicial Council's prior written consent will be null and void. Any assignment of money due or to become due under the Contract will be subject to a prior lien for services rendered or material supplied for Work performed in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code (if applicable), Labor Code, and/or Public Contract Code (if applicable), and will also be subject to deductions for Liquidated Damages or withholding of payments as determined by Judicial Council in accordance with the Contract. Contractor will not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against Judicial Council.

14. **Successors and Assigns.** Contractor binds Contractor, Contractor's partners, successors, permitted assigns and legal representatives to Judicial Council in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor will not voluntarily or involuntarily assign (e.g., assignment by operation of law), encumber, or otherwise transfer or delegate its duty or obligation to perform any Work under the Contract Documents without the prior written consent of Judicial Council. Any voluntary assignment by Contractor or

assignment by operation of law (e.g., involuntarily assignment) of any portion of Contractor's duty or obligation to perform any Work under the Contract Documents will be deemed a default allowing Judicial Council to exercise all remedies available to it under applicable law. Consent will not be given to an assignment which would relieve Contractor or Contractor's surety of their responsibilities under the Contract. Any assignment in violation hereof is null and void.

15. **Classification of Contractor's License.** Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

16. **Payment of Prevailing Wages.** Contractor and all Subcontractors under Contractor must pay all workers on Work performed pursuant to the Contract Documents not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the DIR, 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 DIR, are on file at Judicial Council's principal office. Prevailing wage rates are also available on the internet at (<http://www.dir.ca.gov>).

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

17. **Contractor and Subcontractor Registration.** Contractor must 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 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.

18. **Authority of Contractor's Representative.** Contractor hereby certifies that Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has the authority and power to legally bind Contractor to this Agreement. Contractor also certifies that for person(s) it employs on the Project at or above the level of project superintendent, each have the authority to legally bind Contractor to this Agreement.
19. **Governing Law and Venue.** The Agreement will be governed by California law without regard to any conflict of law rules that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in California. In the event of any legal action to enforce or interpret this Agreement, the Parties hereby agree that venue of such action shall be in the Superior Court of California in the county in which the Project is being undertaken.
20. **Construction of Contract.** Headings or captions to the provisions of this Agreement and the Contract Documents are solely for the convenience of the Parties, are not part thereof, and will not be used to interpret or determine the validity of this Agreement and/or the Contract Documents. Any ambiguity in the Contract Documents will not be construed against the drafter, but rather the terms and provisions must be given their reasonable interpretation.

21. Severability. If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions in the Contract Documents will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

The Parties accept and agree to the terms of this Agreement as of the Effective Date:

Dated: _____, 20____ Dated: _____, 20____

Judicial Council of California

[Insert Name of Contractor]

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

NOTE: If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 45 40

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR (SAMPLE)

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO JUDICIAL COUNCIL THAT:

The undersigned is:

- A representative of Contractor,
- Familiar with the facts herein certified and acknowledged, and
- Is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☐ **Qualification in California.** Contractor is, and will remain for the term of this Agreement, qualified to do business and in good standing in California.

☐ **Licenses and Approvals.** The contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by Applicable Laws to provide the Work. The contractor is solely responsible for obtaining any and all business and professional licenses and permits and for complying with any applicable Federal or State laws, codes and regulations, and municipal ordinances, as necessary, for the performance of this Agreement. The contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any Applicable Law.

☐ **No interference with other contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

☐ **No litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform its obligations under this Agreement.

☐ **Compliance with laws.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law, including business licenses, for the performance of this Agreement. The Contractor is solely responsible for all fees and taxes associated with obtaining any and all business and professional licenses and permits, including any fines and penalties arising from its noncompliance, and for complying with any applicable Federal or State laws, codes and regulations, and municipal ordinances, as necessary, for the performance of this Agreement.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that the Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- a. The contractor or grantee has made a false certification under Section 8355.
- b. The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for Judicial Council. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

1. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at Judicial Council's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
2. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to Judicial Council.

The Contractor must immediately notify Judicial Council at the time of discovery, if Contractor finds and before it disturbs, any material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to Contractor that:

- a. The Contractor's work may disturb lead-containing building materials.
- b. The Contractor must notify Judicial Council if any work may result in the disturbance of lead-containing building materials.



Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because Contractor and its employees will be providing services for Judicial Council, and because Contractor's work may disturb lead-containing and/or lead-based building materials, **Contractor is hereby notified** of the potential presence of lead-containing and lead-based materials located within certain buildings utilized by Judicial Council. **It can be assumed that most buildings constructed prior to the 1980s have lead pipes or paint (and buildings constructed later likely have paint containing lead levels that require some type of control).**

1. Overview of California Law.

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

It is imperative that Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-containing and lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify Judicial Council if any Work may result in the disturbance of lead-containing building and lead-based materials. Any and all Work that may result in the disturbance of lead-containing and lead-based building materials must be coordinated through Judicial Council. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

2. Contractor's Liability.

- a. If Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless Judicial Council, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.
- b. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.
- c. It shall be the responsibility of Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any site owned by Judicial Council.
- d. The Contractor shall provide Judicial Council with any sample results prior to beginning Work, during the Work, and after the completion of the Work. Judicial Council may request to examine, prior to the commencement of the Work, the lead training records of each employee of Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based and lead-containing materials on Judicial Council's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code and shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"). I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **California Air Resources Board.** Contractor agrees and acknowledges that the California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets regulations (Title 13 CCR sections 2449, 2449.1 and 2449.2) apply to this Agreement. Contractor shall comply and shall require Subcontractors to comply with the CARB In-Use Off-Road Diesel-Fueled Fleets regulations. Contractor shall ensure that Contractor and all Subcontractors execute the CARB In-Use Off-Road Diesel-Fueled Fleets Certification attached to the Contract Documents and incorporated herein. As applicable, Contractor and Subcontractors must provide a

current Certificate of Reported Compliance for fleets subject to the CARB In-Use Off-Road Diesel-Fueled Fleets regulations.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

CALIFORNIA AIR RESOURCES BOARD
IN-USE OFF-ROAD DIESEL-FUELED FLEETS CERTIFICATION (SAMPLE)

Contractor: INSERT CONTRACTOR NAME ("Contractor")

Contract No.: INSERT CONTRACT NUMBER

Subcontractor: INSERT SUBCONTRACTOR NAME AS APPLICABLE

Project: INSERT PROJECT NAME

1. **Instructions:** Check the box below and sign this attachment.

- ☐ I hereby acknowledge and certify that I will conform to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements (Title 13 CCR sections 2449, 2449.1 and 2449.2) for all Work on the Project involving the use of vehicles subject to the regulations, including, without limitation, the Contracting Requirements in Title 13 CCR section 2449, subdivision (i), subparts (1) – (4) and as applicable, the Prime Contractor Requirements in Title 13 CCR section 2449, subdivision (j), subparts (1) – (5).

2. **Instructions:** Check one (1) box below.

- ☐ Contractor/Subcontractor's current CARB issued Certificate of Reported Compliance is provided with this Certification.
- ☐ Contractor/Subcontractor certifies that its Work on the Project does not involve the use of vehicles subject to the CARB In-Use Off-Road Diesel-Fueled Fleets requirements.

I, the official named below certify that I am duly authorized to legally bind the Contractor or the Subcontractor to the certifications made in this document. This certification is made under the laws of the State of California.

PROPER NAME OF CONTRACTOR / SUBCONTRACTOR (Printed)	FEDERAL ID NUMBER
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE EXECUTED

END OF DOCUMENT

DOCUMENT 00 45 41

**COURT OF APPEAL AND SUPREME COURT CONSTRUCTION CERTIFICATIONS TO BE
COMPLETED BY CONTRACTOR (SAMPLE)**

Postconsumer Goods Certification (Public Contract §§ 6615 & 12200 et seq.)

I, _____ **[Your Name]**, _____ **[Firm Name]**,
have read the provisions of Public Contract Code sections 6615 and 12200 et seq., and do certify the following:

- ☐ 1. The percentage of postconsumer material in the products, materials, goods, or supplies to be utilized by Contractor in the performance of the Work can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet Web site, and therefore Judicial Council may waive the requirements of Public Contract Code section 12205. **(If not, Contractor to leave this Box 1 blank. If Contractor checks this Box, Contractor may leave Box 2 blank).**
- ☐ 2. Attached to this Postconsumer Goods Certification is a list of materials, goods, or supplies to be utilized by Contractor in the performance of the Work. The list includes the minimum percentage, if not the exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the requirements of section 12209.
- ☐ 3. If Contractor utilizes printer cartridges pursuant to Public Contract Code section 12156(e), the cartridges comply with the provisions of that section.

Non-Expatriate Corporation Certification (Public Contract Code § 10286.1)

I, _____ **[Your Name]**, _____ **[Firm Name]**,
have read the provisions of Public Contract Code sections 6615 and 12200 et seq., and do certify Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code section 10286.1, and is eligible to contract with Judicial Council.

National Labor Relations Board Certification (Public Contract Code § 10232)

I, _____ **[Your Name]**, _____ **[Firm Name]**,
have read the provisions of Public Contract Code section 10232 and do certify 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 a federal court which orders Contractor to comply with an order of the National Labor Relations Board. A finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because Contractor has complied with the order which was the basis for the finding. If Judicial Council determines at any time that Contractor's statement herein is false, Judicial Council may rescind, and/or terminate the Contract. In the event of termination hereunder, Judicial Council reserves the right to treat the termination as a termination for cause under the "Termination and Suspension" provisions, and reserves the right to seek any remedies available to it under the Contract, the law, and at equity.

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind Contractor to all provisions and items included in these certifications, that the contents of these certifications are true, and that these certifications are made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 55

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION (SAMPLE)

Military and Veterans Code section 999.2 requires that Judicial Council have a participation goal for disabled veteran business enterprises (“DVBE(s)”) of at least three percent (3%), per year, of the overall dollar amount expended each year by Judicial Council.

Contractor must complete the certification and provide the information related to DVBEs as required in the Designated Subcontractors List with Contractor’s Bid. Contractor must comply with the requirements hereunder and in the Contract Documents with respect to compliance with the DVBE participation goal during performance of the Work on the Project.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** Judicial Council is committed to achieving this DVBE participation goal. Judicial Council encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, Contractor will provide a statement to Judicial Council of anticipated participation of DVBEs in the Contract.
5. **Submission of Report.** During performance of the Contract, Contractor will monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a. Contractor will report monthly all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b. Upon completion of the Work of the Contract, Contractor must submit a report to Judicial Council in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i. The submission to Judicial Council of this report is a condition precedent to Judicial Council's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report will be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for Judicial Council’s obligation to make payment of the Final Payment.
 - ii. Judicial Council reserves the right to request additional information or documentation from Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION CERTIFICATION / REPORT

Contractor Name: _____ Date: _____

Project Name: _____ Project Number: [PROJECT NO.]

Subcontractor Name	Portion of Work (Scope)	Location of Business (Full Address)	DVBE Certification No.:
			Phone Number / Email:
Subcontractor Name	Portion of Work (Scope)	Location of Business (Full Address)	DVBE Certification No.:
			Phone Number / Email:
Subcontractor Name	Portion of Work (Scope)	Location of Business (Full Address)	DVBE Certification No.:
			Phone Number / Email:
Subcontractor Name	Portion of Work (Scope)	Location of Business (Full Address)	DVBE Certification No.:
			Phone Number / Email:
Subcontractor Name	Portion of Work (Scope)	Location of Business (Full Address)	DVBE Certification No.:
			Phone Number / Email:
Subcontractor Name	Portion of Work (Scope)	Location of Business (Full Address)	DVBE Certification No.:
			Phone Number / Email:

PLEASE NOTE THE FOLLOWING WHEN COMPLETING THE ABOVE CHART:

- Use additional sheets as necessary.
- Unless the Project is necessary for the immediate preservation of the public health, welfare, or safety, or protection of Judicial Council property, Contractor shall list only ONE (1) Subcontractor for each portion of Work as is defined by the Contractor in its Bid. Contractor may identify individual scopes of Work by reference to Specifications.

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the Contract Price, as adjusted by all Change Orders (if applicable)?

YES _____

NO _____

If your response is "NO," please attach to this certification / report a detailed description of the reasons your firm did not achieve the participation goal of three percent (3%) of the Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct and that all Work performed by each Subcontractor identified in the DVBE Participation Certification Report serves a "commercially useful function," as defined in Section 999(b)(5)(B)(i) of the Military Code.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 54 55

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION (SAMPLE)
(Public Contract Code § 10263)

This Escrow Agreement ("Escrow Agreement") is made and entered into on _____, 202__, by and between the following:

Judicial Council of California ("Judicial Council"), whose address is 455 Golden Gate Avenue, San Francisco, California, 94102, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in California, whose address is _____.

For the consideration hereinafter set forth, Judicial Council, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 10263 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

- a. Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Judicial Council pursuant to the Construction Contract No. _____ entered into between Judicial Council and Contractor for the _____ Project, in the amount of _____ (\$ _____) dated, _____, 20____, (the "Contract");

OR

- b. On written request of Contractor, Judicial Council shall make payments of the retention earnings for the Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Judicial Council within ten (10) calendar days of the deposit. The market value of the securities at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention pursuant to the Contract.

Securities shall be held in name of **Judicial Council of California** and shall designate Contractor as beneficial owner.

2. Judicial Council shall make progress payments to Contractor for those funds which otherwise would be withheld from payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When Judicial Council makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when Judicial Council pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Judicial Council. The Judicial Council will charge Contractor \$_____ for each of Judicial Council's deposits to the escrow account. These expenses and payment terms shall be determined by Contractor and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Judicial Council.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Judicial Council to Escrow Agent that Judicial Council consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Judicial Council shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from Judicial Council of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Judicial Council.
8. Upon receipt of written notification from Judicial Council certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from Judicial Council and Contractor pursuant to Paragraphs 1 through 8, inclusive, of this Escrow Agreement and Judicial Council and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Judicial Council and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Judicial Council:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

At the time the Escrow Account is opened, Judicial Council and Contractor shall deliver to Escrow Agent a fully executed copy of this Escrow Agreement.

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

Judicial Council of California

_____ **[Contractor]**

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

_____ **[Escrow Agent]**

Signature: _____

Print Name: _____

Print Title: _____

END OF DOCUMENT

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price) (SAMPLE)
(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Judicial Council of California, ("Judicial Council") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Tenant Improvement Project ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of Judicial Council in the penal sum of: _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to Judicial Council all damages Judicial Council incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by Judicial Council to be in breach or default in the performance of the Contract, then, after written notice from Judicial Council to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of Judicial Council.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless Judicial Council, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect Judicial Council from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit Judicial Council's rights or Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) ____ - _____

Fax No.: (____) ____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price) (SAMPLE)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Judicial Council of California, (or "Judicial Council") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Tenant Improvement Project ("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of: _____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

(Name of Surety)

(Signature of Person with Authority)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 63 00

JUDICIAL COUNCIL CONTRACT FORMS (SAMPLES)



JUDICIAL COUNCIL CONTRACT FORMS (SAMPLES)

Judicial Council of California

Payment Application - 10% Retention

Project Name: _____	FM-ID / SWO #: _____
Location of Project: _____	Master Contract #: _____
Project Manager: _____	Contract Amendment #: _____
PM Telephone #: _____	Expiration Date: _____
PM Email Address: _____	Period of Service: _____

Invoice Remittance - Contractor Information	
Contractor Name: _____	Federal Employer Id (FEIN): _____
Address: _____	Invoice #: _____
City / State / Zip: _____	Invoice Date: _____
Contact Person: _____	Contractor Telephone #: _____
	Contractor Email Address: _____
Work Description Box	

- | | | |
|---|-------|--|
| 1. Original Contract Amount for Phase or Task: | _____ | |
| 2. Amendments (Adds/Deducts): | _____ | |
| 3. Total Contract Amount: | _____ | |
| 4. Total Billings to Date for Phase or Task
(Line 5 + Line 6) (Gross): | _____ | |
| 5. Less Amount Previously Billed (Gross): | _____ | Retention Held to Date
(Including Line 7) |
| 6. Billing This Period (Gross): | _____ | |
| 7. Less 10% Retention (% of Line 6): | _____ | _____ |
| 8. Amount to be Paid (Line 6 - Line 7) (Net): | _____ | |

Contractor Signature: _____ Date: _____

I hereby certify that the Goods/Services invoiced herein were satisfactorily received and performed, and authorize payment.

Final Invoice?

Judicial Council

Staff Signature: _____ Date: _____



JUDICIAL COUNCIL CONTRACT FORMS (SAMPLES)

Judicial Council of California

Payment Application - Retention Release

Project Name: _____ Location of Project: _____ Project Manager: _____ PM Telephone #: _____ PM Email Address: _____	FM-ID / SWO #: _____ Master Contract #: _____ Contract Amendment #: _____ Expiration Date: _____ Period of Service: _____
Invoice Remittance - Contractor Information	
Contractor Name: _____ Address: _____ City / State / Zip: _____ Contact Person: _____	Federal Employer Id (FEIN): _____ Invoice #: _____ Invoice Date: _____ Contractor Telephone #: _____ Contractor Email Address: _____
Work Description Box	

1. Original Contract Amount for Phase or Task: _____
2. Amendments (Adds/Deducts): _____
3. Total Contract Amount: _____
4. Total Billings to Date: _____
5. Previous Retention Held: _____
6. Amount to be Paid (Net): _____

Contractor Signature: _____ Date: _____

I hereby certify that the Goods/Services invoiced herein were satisfactorily received and performed, and authorize payment.

Final Invoice?

Judicial Council

Staff Signature: _____ Date: _____

DOCUMENT 00 65 10

NOTICE TO PROCEED (SAMPLE)

Dated: _____, 20__

To: _____
("Contractor")

(Address)

From: **Judicial Council of California** ("Judicial Council")

Re: **Tenant Improvement Project** ("Project")

This Notice to Proceed is part of the Contract Documents (as defined in Document 00 70 00) for the Project and any capitalized term herein shall be given same meaning as in the Contract Documents, unless specifically defined herein.

Contractor is hereby notified that the Contract Time under the Contract will commence to run on _____, 20__. On that date, Contractor will start performing its obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the Contract Time and Project Completion is _____, 20__.

Contractor must submit the following documents by 5:00 PM PT of the **TENTH (10TH)** Day following the date of this Notice to Proceed:

1. Contractor's preliminary Construction Schedule.
2. Contractor's preliminary Submittal Schedule, including Shop Drawings, Product Data, and Samples submittals.
3. Contractor's preliminary Schedule of Values for all of the Work.
4. Contractor's preliminary Safety Plan specifically adapted for the Project.
5. A complete Subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a successful Project.

SIGNATURE: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00 65 36

WARRANTY AND GUARANTEE FORM (SAMPLE)

1. _____ (“Contractor”) hereby agrees that the Work performed by Contractor for Judicial Council on the Project was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.
2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of **1 YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20____.
3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by Judicial Council, but not later than **SEVEN (7)** Days after being notified in writing by Judicial Council, Contractor authorizes Judicial Council to proceed to repair or replace the defective Work at the expense of Contractor. Contractor will pay the costs and charges therefor upon demand.
4. **Contractor’s representative(s) to be contacted for warranty service subject to this Warranty and Guarantee Form and the terms of Contract Documents shall be as set forth below:**

NAME: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT